From: Jaime Longoria
To: "Monica Badillo, Commissioners" Court Administrator"
Subject: FW: Agenda Item
Date: Thursday, September 29, 2011 4:54:52 PM

Many thanks for putting this on for Tuesday under Health Department...

Jaime Longoria

-----Original Message-----
From: Josie Escalante [mailto:josie.escalante@hchd.org]
Sent: Thursday, September 29, 2011 3:17 PM
To: jaime.longoria@co.hidalgo.tx.us
Subject: Agenda Item

Discussion and Action on approval for waiving the septic tank installation permit fee ($75.00) and the septic tank final inspection fee ($60.00) for the Vallejo Subdivision Pct 3.

CONFIDENTIALITY NOTICE: This email and any files transmitted with it may contain Protected Health Information under the Federal Health Insurance Portability and Accountability Act (HIPAA). If the receiver of this email is a Covered Entity under the regulations, you are obligated to treat this information accordingly. If this email was sent to you in error, you are prohibited from utilizing or disseminating this email or any attachments. Please immediately delete it from your computer system and notify the sender of their error.

From:	Stephen L. Crain
To:	"Monica Badillo"
Cc:	"Juan Cardenas"
Subject:	FW: edcouch stray dog
Date:	Wednesday, September 28, 2011 2:34:52 PM
Attachments:	Stray animal agreement edcouch.docx

Hello Ms. Monica,

Attached is the agreement in connection with the above subject matter. As per Mr. Crain please place item for the following cc meeting.
If you have any questions, please call our office.

Thank you,

Marynel

From: Marynel Trevino [mailto:mntrevino@atlashall.com]
Sent: Wednesday, September 28, 2011 11:17 AM
To: 'Steve Crain'
Subject: FW: edcouch stray dog

From: Juan Cardenas [mailto:juan.cardenas@co.hidalgo.tx.us]
Sent: Wednesday, September 28, 2011 10:42 AM
To: 'Marynel Trevino'
Subject: edcouch stray dog

Good Morning Marynel,

I am attaching a copy of the inter-local agreement with the city of Edcouch in reference to stray dogs. The Edcouch City Commission has approved it and signed it. Can you please review it and let approve it to be place on Court's agenda next week?

AI-28890 **6. B.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in honor of Sgt. Estevan Altamirano

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 02:29 PM
Purchasing Department	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Monica Badillo Started On: 09/29/2011 02:15 PM

Final Approval Date: 09/30/2011

RESOLUTION IN HONOR OF U.S. ARMY STAFF SGT. ESTEVAN ALTAMIRANO

WHEREAS, Hidalgo County joins rest of the nation, the state of Texas, the Rio Grande Valley, and the friends and loved ones of U. S. Army Staff Sergeant Estevan Altamirano of Edcouch in mourning the untimely loss of this courageous young man who died September 18, 2011 in Tikrit, Iraq at the age of 30; and

WHEREAS, Staff Sergeant Altamirano, a graduate of Edcouch-Elsa High School, enlisted in the U.S. Army after graduation in 1999, was serving his fourth tour of duty in Tikrit, Iraq, with the 1st Battalion, 5th Cavalry Regiment, 2nd Brigade Combat Team, 1st Cavalry Division; and

WHEREAS, Staff Sergeant Altamirano was a young man of courage, strength, and compassion who gave unselfishly to others and his patriotism, dedication to duty, and commitment to leadership will not be forgotten; and

WHEREAS, During his 11 1/2-year Army career, Staff Sergeant Altamirano received several honors including Meritorious Service Medal, four Army Commendation Medals, four Army Achievement Medals and the Valorous Unit Award; and

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby recognizes and pays tribute to the life and legacy of this brave soul and honors him and his family for his patriotic service and ultimate sacrifice, which will never be forgotten.

Approved this 4th Day of October, 2011.

RAMON GARCIA
County Judge

JOEL QUINTANILLA
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-28842 **6. C.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution nominating candidate(s) for Hidalgo County Appraisal District Board of Directors for 2012-2013.

BACKGROUND

deadline is October 15, 2011.

Attachments

letter

hcad

resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 11:58 AM
Erika Zamora	Erika Zamora	09/30/2011 02:22 PM
Auditor's Office	Arcilia Duran	09/30/2011 02:28 PM
Purchasing Department	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Monica Badillo Started On: 09/28/2011 11:24 AM

Final Approval Date: 09/30/2011

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Guadalupe Navarro, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Administration Fax: (956) 289-2120

BOARD OF DIRECTORS

Richard A. Garza	Chairman
Arturo E. Guerra, Jr.	Vice-Chairman
David Hernandez	Secretary
Rudy Elizondo	Member
Pete Garcia	Member
Armando Barrera, Jr.	Member

www.hidalgoad.org

August 29, 2011

RECEIVED
AUG 29 2011
COUNTY JUDGE

Honorable County Judge
Mr. Ramon Garcia
PO Box 1356
Edinburg, TX 78540-1356

Re: Selection/Election of Board of Directors 2012 - 2013

Dear Judge Garcia:

The Hidalgo County Appraisal District is governed by a Board of Directors that are appointed by vote of the taxing units that participate in the district. In accordance with Section 6.03 of the Property Tax Code, the Appraisal District will be conducting the 2012-2013 election for the Board of Directors of the Hidalgo County Appraisal District. Below you will find important information and dates for you to keep in mind for the 2012-2013 selection/election process.

The Board of Directors consists of six (6) members, five (5) voting members who are appointed by vote and one (1) nonvoting member, which is the County Tax Assessor/Collector. Therefore, for this election each voting taxing unit may nominate one (1) but no more than five (5) candidates for the election. The candidate(s) name(s) must be submitted to the Chief Appraiser by resolution adopted by the governing body before **October 15th**.

The Chief Appraiser shall prepare and deliver to the presiding officer of the governing body of each voting taxing unit a ballot listing all the candidates whose names were timely submitted and the taxing unit's voting entitlement before **October 30th**. The governing body of each voting taxing unit shall determine its vote by resolution and submit such resolution before **December 15th** to the Chief Appraiser.

Before December 31st the Chief Appraiser shall declare the five candidates that received the most votes elected and submit the results to the candidates and the governing bodies of the taxing entities.

If I may be of further assistance in providing you additional information regarding the selection/election process, please do not hesitate to contact me at (956) 381-8466.

Sincerely,

Rolando Garza

Rolando Garza
Chief Appraiser

RG:pma

cc: Board of Directors

Hidalgo County Appraisal District
Timeline
Election of Board of Directors
2012 - 2013

August 2011 But before October 1, 2011	Notify all presiding officers of each taxing unit about upcoming election and their voting entitlement for the 2012-2013 election for the Board of Directors for the Appraisal District.
Before October 15, 2011	The presiding officer of the unit submits the names of the nominees by written resolution to the Chief Appraiser
Before October 31, 2011	The Chief Appraiser prepares the ballot, listing the candidates in order to surname and delivers a copy of the ballot to the presiding officer of each unit.
Before December 15, 2011	Each voting unit casts its vote by written resolution and submits it to the Chief Appraiser.
Before December 31, 2011	The Chief Appraiser shall count the votes and declare the candidates who received the largest cumulative vote total elected and submit the results to the governing bodies and to the candidates.

Sec. 6.03. Board of Directors

(a) The appraisal district is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section. If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a nonvoting director. The county assessor-collector is ineligible to serve if the board enters into a contract under Section 6.05(b) or if the commissioner's court of the county enters into a contract under Section 6.24(b). To be eligible to serve on the board of directors, an individual other than a county assessor-collector serving as a nonvoting director must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

(b) Members of the board of directors other than a county assessor-collector serving as a nonvoting director serve two-year terms beginning on January 1 of even-numbered years.

(c) Members of the board of directors other than a county assessor-collector serving as a nonvoting director are appointed by vote of the governing bodies of the incorporated cities and towns, the school districts, and, if entitled to vote, the conservation and reclamation districts that participate in the district and of the county. A governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships. Conservation and reclamation districts are not entitled to vote unless at least one conservation and reclamation district in the district delivers to the chief appraiser a written request to nominate and vote on the board of directors by June 1 of each odd-numbered year. On receipt of a request, the chief appraiser shall certify a list by June 15 of all eligible conservation and reclamation districts that are imposing taxes and that participate in the district.

(d) The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district.

(e) The chief appraiser shall calculate the number of votes to which each taxing unit other than a conservation and reclamation district is entitled and shall deliver written notice to each of those units of its voting entitlement before October 1 of each odd-numbered year. The chief appraiser shall deliver the notice:

(1) to the county judge and each commissioner of the county served by the appraisal district the county judge and each commissioner of the county served by the appraisal district;

(2) to the presiding officer of the governing body of each city or town participating in the appraisal district, to the city manager of each city or town having a city manager, and to the city secretary or clerk, if there is one, of each city or town that does not have a city manager; and

(3) to the presiding officer of the governing body of each school district participating in the district and to the superintendent of those school districts.

(f) The chief appraiser shall calculate the number of votes to which each conservation and reclamation district entitled to vote for district directors is entitled and shall deliver written notice to the presiding officer of each conservation and reclamation district of its voting entitlement and right to nominate a person to serve as a director of the district before July 1 of each odd-numbered year.

(g) Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15.

(h) Each conservation and reclamation district entitled to vote may nominate by resolution adopted by its governing body one candidate for the district's board of directors. The presiding officer of the conservation and reclamation district's governing body shall submit the name of the district's nominee to the chief appraiser before July 15 of each odd-numbered year. Before August 1, the chief appraiser shall prepare a nominating ballot, listing all the nominees of conservation and reclamation districts alphabetically by surname, and shall deliver a copy of the nominating ballot to the presiding officer of the board of directors of each district. The board of directors of each district shall determine its vote by resolution and submit it to the chief appraiser before August 15. The nominee on the ballot with the most votes is the nominee of the conservation and reclamation districts in the appraisal district if the nominee received more than 10 percent of the votes entitled to be cast by all of the conservation and reclamation districts in the appraisal district, and shall be named on the ballot with the candidates nominated by the other taxing units. The chief appraiser shall resolve a tie vote by any method of chance.

(i) If no nominee of the conservation and reclamation districts receives more than 10 percent of the votes entitled to be cast under Subsection (h), the chief appraiser, before September 1, shall notify the presiding officer of the board of directors of each conservation and reclamation district of the failure to select a nominee. Each conservation and reclamation district may submit a nominee by September 15 to the chief appraiser as provided by Subsection (h). The chief appraiser shall submit a second nominating ballot by October 1 to the conservation and reclamation districts as provided by Subsection (h). The conservation and reclamation districts shall submit their votes for nomination before October 15 as provided by Subsection (h). The nominee on the second nominating ballot with the most votes is the nominee of the conservation and reclamation districts in the appraisal district and shall be named on the ballot with the candidates nominated by the other taxing units. The chief appraiser shall resolve a tie vote by any method of chance.

(j) Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsections (g) and, if applicable, (h) or (i) alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

(k) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates. For purposes of determining the number of votes received by the candidates, the candidate receiving the most votes of the conservation and reclamation districts is considered to have received all of the votes cast by conservation and reclamation districts and the other candidates are considered not to have received any votes of the conservation and reclamation districts. The chief appraiser shall resolve a tie vote by any method of chance.

(l) If a vacancy occurs on the board of directors other than a vacancy in the position held by a county assessor-collector serving as a nonvoting director, each taxing unit that is entitled to vote by this section may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall elect by majority vote of its members one of the nominees to fill the vacancy.

(m) If a school district participates in an appraisal district in which the only property of the school district located in the appraisal district is property annexed to the school district under Subchapter C or G, Chapter 41, Education Code, an individual who does not meet the residency requirements of Subsection (a) is eligible to be appointed to the board of directors of the appraisal district if:

(1) the individual is a resident of the school district; and

(2) the individual is nominated as a candidate for the board of directors by the school district or, if the taxing units have adopted a change in the method of appointing board members that does not require a nomination, the school district appoints or participates in the appointment of the individual.

Sample Calculation of Votes to Select Five Directors

Unit	Tax Levy	Percentage	Votes
County A	$1,500,000	20.0	1,000
City B	500,000	6.7	335
Town C	200,000	2.7	135
ISD AA	4,000,000	53.3	2,665
ISD BB	1,000,000	13.3	665
ISD CC	300,000	4.0	200

AUTHORIZED VOTES FOR
HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS
2012 - 2013

ENTITY	2010 LEVIED	TOTAL TAX LEVY	2010 PERCENT	NUMBER Of VOTES	NUMBER OF POSITIONS	TOTAL VOTES
Hidalgo County	$ 160,318,223.74	$ 666,633,511.71	0.240489296	240	5	1200
Drainage Dist.#1	$ 18,833,155.09	$ 666,633,511.71	0.028251138	28	5	140
CITIES						
Alamo	$ 2,680,792.00	$ 666,633,511.71	0.004021388	4	5	20
Alton	$1,325,396.38	$ 666,633,511.71	0.001988193	2	5	10
Donna	$ 3,785,142.72	$ 666,633,511.71	0.005677996	6	5	30
Edcouch	$ 400,006.65	$ 666,633,511.71	0.00060004	1	5	5
Edinburg	$ 20,460,190.30	$ 666,633,511.71	0.030691812	31	5	155
Elsa	$ 1,016,168.65	$ 666,633,511.71	0.001524329	2	5	10
Granjeno	$ 17,583.87	$ 666,633,511.71	0.000026377	1	5	5
Hidalgo	$ 1,493,553.50	$ 666,633,511.71	0.002240442	2	5	10
La Joya	$ 629,223.26	$ 666,633,511.71	0.000943882	1	5	5
La Villa	$ 213,248.11	$ 666,633,511.71	0.000319888	1	5	5
McAllen	$ 31,313,662.85	$ 666,633,511.71	0.04697283	47	5	235
Mercedes	$ 3,585,361.58	$ 666,633,511.71	0.00537831	5	5	25
Mission	$ 17,852,446.52	$ 666,633,511.71	0.026780002	27	5	135
Palmview	$ 864,158.98	$ 666,633,511.71	0.001296303	1	5	5
Penitas	$ 473,686.66	$ 666,633,511.71	0.000710565	1	5	5
Pharr	$ 14,673,858.94	$ 666,633,511.71	0.022011883	22	5	110
Progreso	$ 293,455.40	$ 666,633,511.71	0.000440205	1	5	5
San Juan	$ 5,689,359.60	$ 666,633,511.71	0.008534464	9	5	45
Sullivan	231,119.19	$ 666,633,511.71	0.000346696	1	5	5
Weslaco	$ 9,310,540.10	$ 666,633,511.71	0.013966505	14	5	70
SCHOOLS						
Donna	$ 11,758,169.65	$ 666,633,511.71	0.017638132	18	5	90
Edcouch-Elsa	$ 3,084,445.12	$ 666,633,511.71	0.004626898	5	5	25
Edinburg	$ 66,259,935.79	$ 666,633,511.71	0.099394847	99	5	495
Hidalgo	$ 6,132,907.00	$ 666,633,511.71	0.009199818	9	5	45
La Joya	$ 28,557,440.75	$ 666,633,511.71	0.042838292	43	5	215
La Villa	$ 1,118,816.72	$ 666,633,511.71	0.001678309	2	5	10
Lyford	$ 119,927.45	$ 666,633,511.71	0.0001799	1	5	5
McAllen	$ 68,893,742.99	$ 666,633,511.71	0.103345754	103	5	515
Mercedes	$ 5,671,958.96	$ 666,633,511.71	0.008508362	9	5	45
Mission	$ 20,708,600.21	$ 666,633,511.71	0.031064445	31	5	155
Monte Alto	$ 955,341.37	$ 666,633,511.71	0.001433083	1	5	5
PSJA	$ 45,893,878.42	$ 666,633,511.71	0.068844241	69	5	345
Progreso	$ 1,777,500.34	$ 666,633,511.71	0.002666383	3	5	15
Sharyland	$ 29,163,223.59	$ 666,633,511.71	0.043747011	44	5	220
So Tx College	$ 41,499,214.55	$ 666,633,511.71	0.062251918	62	5	310
South Texas ISD	$ 13,891,654.26	$ 666,633,511.71	0.020838518	21	5	105
Valley View	$ 5,529,964.18	$ 666,633,511.71	0.008295359	8	5	40
Weslaco	$ 20,156,456.27	$ 666,633,511.71	0.030236188	30	5	150
GRAND TOTALS	$ 666,633,511.71	$ 666,633,511.71	100%			5025

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Guadalupe Navarro, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Personal Property Fax: (956) 289-2122

BOARD OF DIRECTORS
Richard A. Garza Chairman
Arturo E. Guerra, Jr. Vice-Chairman
David Hernandez Secretary
Rudy Elizondo Member
Pete Garcia Member
Armando Barrera, Jr. Member

www.hidalgoad.org

RECEIVED
SEP 2 6 2011
COUNTY JUDGE

September 26, 2011

Honorable County Judge
Mr. Ramon Garcia
PO Box 1356
Edinburg, TX 78540-1356

Re: Selection of Board of Directors 2012-2013

Dear Judge Garcia:

As you are aware the deadline to submit a resolution nominating candidate(s) for Hidalgo County Appraisal Board of Director(s) for 2012 - 2013 is **October 15, 2011** and fast approaching. Our records indicate that you have not submitted a resolution for this process. If you have already nominated someone or wish to do so please keep in mind the upcoming deadline and forward the resolution to our office as soon as possible.

The ballots will be prepared and forwarded to all voting entities as soon as practical after October 15 2011 but before October 30, 2011. Voting entities will have until December 15, 2011to submit their votes by resolution to our office. The winners will then be declared all entities will be notified by December 31, 2011.

Should you have any questions or need any guidance in this process please do not hesitate to contact me at (956) 381-8466.

Sincerely,

Rolando Garza

Rolando Garza, RPA
Chief Appraiser

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Guadalupe Navarro, Asst. Chief Appraiser
4405 S. Professional Drive
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Administration Fax #: (956) 289-2120

BOARD OF DIRECTORS

Richard A. Garza	Chairman
Arturo E. Guerra, Jr.	Vice-Chairman
David Hernandez	Secretary
Rudy Elizondo	Member
Pete Garcia	Member
Armando Barrera, Jr.	Member

www.hidalgoad.org

HEADER SHEET
FACSIMILE MESSAGES

TO: Monica

COMPANY:

ADDRESS:

CITY: **STATE:** **ZIP:**

FAX #: (956) 292-7034 **TEL:** (956) 292-7025

FROM: Patricia Aguirre, Executive Secretary

DEPT: GENERAL ADMINISTRATION

DESCRIPTION OF DOCUMENT(S):

Dimple Resolution by Dave Cr any?
please do not hesitate to call me
Thanks

This document consists of a Header Sheet and 1 page(s). Contact the sender **IMMEDIATELY** if transmission is incomplete.

TRANSMITTED BY: Patricia Aguirre **DATE:** 9/30/2011

NOTE: PLEASE FAX ANY INFORMATION TO: (956) 289-2120

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSIONERS COURT OF HIDALGO COUNTY EXPRESSING ITS NOMINATION FOR APPRAISAL DISTRICT DIRECTORS FOR 2012 - 2013 ON THE HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS:

WHEREAS, the Commissioners Court of Hidalgo County is authorized to make nominations for each position to be filled in the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, these directors shall serve a two (2) year term beginning January 1, 2012 and that all taxing entities associated with the Hidalgo County Appraisal District are authorized to nominate one person for said Board; and

WHEREAS, the Commissioners Court of Hidalgo County must submit the names of the nominee(s) by written resolution to the Chief Appraiser by October 15, 2011.

NOW, THEREFORE, BE IT RESOLVED BY the Commissioners Court of Hidalgo County, that the name of:

_____

is hereby nominated by the Commissioners Court of Hidalgo County to the Hidalgo County Appraisal District Board of Directors.

FURTHER, the Commissioners Court of Hidalgo County directs the Chief Appraiser to submit said nomination for consideration by all taxing entities within the Hidalgo County Appraisal District in the upcoming district election.

PASSED AND APPROVED this the _____ day of _____, 2011

_____
Honorable County Judge

ATTEST:

_____
Secretary

AI-28774 **6. D.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Proclamation proclaiming the month of October 2011 as "Domestic Violence Awareness" Month in Hidalgo County

BACKGROUND

Attachments

proclamation

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/22/2011 10:23 AM
Erika Zamora	Erika Zamora	09/29/2011 11:55 AM
Auditor's Office	Arcilia Duran	09/30/2011 08:33 AM
Purchasing Department	Marty Salazar	09/30/2011 10:40 AM

Form Started By: Monica Badillo Started On: 09/22/2011 10:11 AM

Final Approval Date: 09/30/2011

STATE OF TEXAS
COUNTY OF HIDALGO

PROCLAMATION

WHEREAS, home should be a place of warmth, unconditional love, tranquility, security and for most of us, home and family can indeed be counted among our greatest blessings. Tragically, for many Americans, these are blessings that are tarnished by violence and fear; and

WHEREAS, domestic violence is more than just the occasional family dispute - almost three women are killed by their husbands or boyfriends in this state every week; and

WHEREAS, women are not the only targets-children and the elderly are also counted among victims, and sadly, emotional scars are often permanent; and

WHEREAS, a coalition of organizations has emerged to directly confront the crisis. Law Enforcement Officials, those involved with shelters and hotline services, healthcare providers, the clergy and other concerned citizens, are helping in the efforts to end domestic violence; and

WHEREAS, the County of Hidalgo would like to commend the numerous volunteers and professionals, and join in the efforts to increase public understanding of this important problem;

NOW THEREFORE BE IT RESOLVED, that the Commissioners' Court of Hidalgo County, does hereby proclaim the month of October, 2011 as:

"Domestic Violence Awareness Month"

Approved this 04th day of October, 2011.

RAMON GARCIA
County Judge

JOEL QUINTANILLA
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

AI-28912 **6. E.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Valde Guerra **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

County Court At Law No. 7 (1100):

1. Approval to create the following full-time positions:

Slot No.	Position Title
0002	Court Reporter
0003	Court Coordinator
0004	Assistant Court Coordinator
0005	Bailiff/ Interpreter

2. Approval of intradepartmental transfer.
3. Approval of salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-412-00-027-001-0-XXX

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

BUDGETARY IMPACT:

Funding for positions available, pending interdepartmental transfer.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Sylvia Solis Started On: 09/30/2011 03:07 PM

Final Approval Date: 09/30/2011

AI-28834 **6. F.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Public Defender:
Requesting permission to advertise/hire for the following vacant positions:
1. Public Defender II
2. Administrative Assistant I

BACKGROUND

Administrative Assistant I position will be vacant by 10/11/11.

Fiscal Impact

FISCAL YEAR: 1100 **ACCT. #:** 1-1100-412-30-085-003-0-XXX

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

BUDGETARY IMPACT:

No Budgetary impact.

Attachments

email

forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 10:56 AM
Sylvia Solis	Sylvia Solis	09/28/2011 01:31 PM
Auditor's Office	Arcilia Duran	09/28/2011 02:12 PM
Purchasing Department	Merlen P. Munoz	09/28/2011 03:28 PM

Form Started By: Monica Badillo Started On: 09/28/2011 09:27 AM

Final Approval Date: 09/28/2011

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Public Defender's

ANNOUNCE VACANCY USING (check one box)

☐ INTERNAL ANNOUNCEMENT PROCUDURE ☒ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Public Defender II / 14/1

☐ NEW POSITION OR REPLACEMENT FOR: Daniel Vargas EMPLOYEE NO 180734

DEPT NO 85 POSITION/SLOT NO 5

ADVERTISED SALARY: 54,487.00 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: See Attached

WORK LOCATION / HOURS: Public Defender's Office - 1615 S. Closner, Ste B - Edinburg (Mon - Fri) 8 - 5pm

CONTACT PERSON: Patti Loya EXTENSION / PHONE NO: 929-7040 Ext. 5433

Department Head or Elected Official — Date: 9/27/11

FUNDS AVAILABLE: YES____ NO____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: _____

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Public Defender's

ANNOUNCE VACANCY USING (check one box)

□ INTERNAL ANNOUNCEMENT PROCUDURE X OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Administrative I

□ NEW POSITION OR REPLACEMENT FOR: Priscilla Rojas EMPLOYEE NO 177865

DEPT NO 85 POSITION/SLOT NO 2

ADVERTISED SALARY: 22,216.00 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: See Attached

WORK LOCATION / HOURS: Public Defender's Office - 1615 S. Closner, Ste B
Edinburg (Mon- Friday 8-5 pm)

CONTACT PERSON: Patti Luza EXTENSION / PHONE NO: 292-7040 x-5433

Department Head or Elected Official

9/27/11
Date

FUNDS AVAILABLE: YES____ NO____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: _____

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

AI-28832 **6. G.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept a settlement check from Fred Loya Insurance Agency in the amount of $3,536.09 to settle auto accident with County vehicle. (Precinct 2)

BACKGROUND

DOL: 06/08/11 Acct#: 1-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Fred Loya Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 10:51 AM
Erika Zamora	Erika Zamora	09/29/2011 02:26 PM
Auditor's Office	Arcilia Duran	09/30/2011 08:35 AM
Purchasing Department	Marty Salazar	09/30/2011 10:55 AM

Form Started By: Aida Alvarez Started On: 09/28/2011 09:20 AM

Final Approval Date: 09/30/2011

FRED LOYA INSURANCE AGENCY
FOR LOYA INSURANCE COMPANY

Frost Bank 30-9/1140
Fort Worth, TX

9233565

CLAIMS ACCOUNT
1800 LEE TREVINO
EL PASO, TEXAS 79936

VOID IF NOT PRESENTED FOR PAYMENT WITHIN 60 DAYS FROM DATE OF ISSUE.

PAY * THREE THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS & 09 CENTS----------

TO THE ORDER OF HIDALGO COUNTY
P.O BOX 1356
EDINBURG, TX 78540

3,536.09
CHECK AMOUNT

9/22/11
DATE

AUTHORIZED SIGNATURE

COMMENTS: PD - PAYMENT FOR PROPERTY DAMAGES TO
2002 FORD F-250
LFO

SECURE FEATURES INCLUDE INVISIBLE FIBERS • MICROPRINTING • VOID FEATURE PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

⑈0009233565⑈ ⑆114000093⑆ 650016756⑈

FRED LOYA INSURANCE AGENCY
FOR LOYA INSURANCE COMPANY
CLAIMS ACCOUNT

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF THE ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

9233565

DATE	DRAFT#	CLAIM#	POLICY#	AMOUNT
9/22/11	9233565	515 3841	65 395960646	3,536.09

INSURED: WILBER ESCOBAR

HIDALGO COUNTY
SAFETY DIVISION
P.O BOX 1356
EDINBURG, TX 78540

09/08/2011 AT 01:51 PM
79287

515-384101
1P6F055Y

FRED LOYA INSURANCE AGENCY
FRED LOYA INSURANCE
FOR SUPPLEMENT PLEASE CALL YOUR HANDLING ADJUSTER
11900 NORTH 26TH ST SUITE 100
MCALLEN, TX 78539

ESTIMATE OF RECORD

WRITTEN BY: RUBEN AGUINAGA 09/08/2011 01:51 PM
ADJUSTER: LINO FLORES

INSURED: WILBER ESCOBAR — CLAIM #515-384101
OWNER: HIDALGO COUNTY HIDALGO — COU POLICY #
ADDRESS: PO BOX 1356 EDINBURG, TX 78540 — DATE OF LOSS: 06/08/2011 AT 10:35 PM
DAY: (956)475-2873 — TYPE OF LOSS: LIABILITY
POINT OF IMPACT: 9. LEFT T-BONE (LE

INSPECT HIDALGO COUNTY ,HIDALGO CO — DAY: (956)475-2873
LOCATION: PO BOX 1356 EDINBURG, TX 78540 — NON_DRIVE_IN

REPAIR FACILITY: — 13 DAYS TO REPAIR
LICENSE #

2002 FORD F250 4X2 CREW CAB 8-5.4L-FI 4D LONG WHITE INT:TAN
VIN: 1FTNW20L32EA81866 LIC: 818-680 TX PROD DATE: 09/2001 ODOMETER: 141554
CONDITION: FAIR

INTERMITTENT WIPERS	DUAL MIRRORS	CLEAR COAT PAINT
POWER STEERING	POWER BRAKES	AM RADIO
FM RADIO	STEREO	SEARCH/SEEK
ANTI-LOCK BRAKES (4)	DRIVER AIR BAG	PASSENGER AIR BAG
4 WHEEL DISC BRAKES	REAR STEP BUMPER	TRAILERING PACKAGE
6 SPEED TRANSMISSION	OVERDRIVE	STYLED STEEL WHEELS

	NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
	1		FRONT DOOR				
N	2*	RPR	LT OUTER PANEL			2.0*	1.0*
	3		ADD FOR CLEAR COAT				0.4
	4	R&I	LT BELT W'STRIP			0.3	
	5*	REPL	LT MIRROR W/PADDLE SWING LOCK MANUAL	1	134.40*	0.6	
	6	R&I	LT HANDLE, OUTSIDE BLACK			0.3	
	7	R&I	LT R&I TRIM PANEL			0.5	
	8		REAR DOOR				
N	9*	REPL	QUAL RECY PARTS LT DOOR ASSY; CREW CAB	1	450.00*	1.3	3.2
	10		OVERLAP MAJOR ADJ. PANEL				-0.4
	11		ADD FOR CLEAR COAT				0.6
	12		CAB				
N	13*	REPL	QUAL RECY PARTS LT CORNER PANEL	1	200.00*	6.5*	1.2*
	14		OVERLAP MAJOR ADJ. PANEL				-0.4

ESTIMATE OF RECORD
2002 FORD F250 4X2 CREW CAB 8-5.4L-FI 4D LONG WHITE INT:TAN

	NO.	OP.	DESCRIPTION	QTY	EXT. PRICE		LABOR		PAINT
	15		ADD FOR CLEAR COAT						0.2
	16		ADD FOR EDGING						0.5
	17	REPL	SET BACK BOX ASSY	1			1.5		
	18		PICK UP BOX						
N	19*	REPL	QUAL RECY PARTS LT SIDE PANEL; 8 FOOT BED	1	600.00*		12.5		3.5
	20		OVERLAP MAJOR ADJ. PANEL						-0.4
	21		ADD FOR CLEAR COAT						0.6
	22*	REPL	QUAL RECY PARTS FUEL DOOR	1	INCL.*		0.3*		0.3*
	23		ADD FOR CLEAR COAT						0.1
	24#	R&I	TOOL BOXES				1.0		
N	25#	REPL	BDGST 265/75R16 DUELLER A/T REVI 2 WL 114T	1	203.98		0.3	M	
	26#	SUBL	FOUR WHEEL ALIGNMENT	1	69.95	X			
	27#	RPR	ROUGH PULL & TIE DOWN				2.0		
	28#	SUBL	LT FT DOOR HIDALGO COUNTY DECAL	1	35.00	X			
	29#	SUBL	FIRE EXTINGUISHER DECAL	1	10.83	X			
			SUBTOTALS ==>		1704.16		29.1		10.4

LINE 2 : PARTIAL REFINISH AND FULL CLEAR.
LINE 9 : PRICE AT LKQ CENTRAL 866-557-2677 E DJ QUOTE 4016935 PRICE IS FOR DOOR ASSY.
LINE 13 : PRICE AT DISCOUNT AUTO PARTS 956-464-7171 W FERNANDO
LINE 19 : PRICE AT LKQ CENTRAL 866-557-2677 W DJ QUOTE 4016935
LINE 25 : LABOR INCLUDES MOUNT AND BALANCE.

PRIOR DAMAGE NOTES:
RT FENDER,RT SIDE DOORS AND TAILGATE DAMAGE.

PARTS			1588.38
BODY LABOR	28.8 HRS	@$ 36.00/HR	1036.80
PAINT LABOR	10.4 HRS	@$ 36.00/HR	374.40
MECHANICAL LABOR	0.3 HRS	@$ 65.00/HR	19.50
PAINT SUPPLIES	10.4 HRS	@$ 24.00/HR	249.60
SUBLET/MISC.			115.78
SUBTOTAL			$ 3384.46
SALES TAX	$ 1837.98	@ 8.2500%	151.63
TOTAL COST OF REPAIRS			$ 3536.09
TOTAL ADJUSTMENTS			$ 0.00
NET COST OF REPAIRS			$ 3536.09

AI-28833 **6. H.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request by American Legion Post 408 to use the courthouse square parking lot for the Veteran's Day Parade to be held on November 5, 2011 (8-11am)

BACKGROUND

Attachments

request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 10:55 AM
Erika Zamora	Erika Zamora	09/29/2011 02:27 PM
Auditor's Office	Arcilia Duran	09/30/2011 08:46 AM
Dina Trevino	Merlen P. Munoz	09/30/2011 08:57 AM
Purchasing Department	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Monica Badillo Started On: 09/28/2011 09:24 AM

Final Approval Date: 09/30/2011

AMERICAN LEGION

ALFREDO GONZALEZ POST #408

Home Post of Alfredo C. Gonzalez
"Medal of Honor Recipient"

USS Alfredo Gonzalez DDG 66

September 27, 2011

RECEIVED
SEP 27 2011
COUNTY JUDGE

To: Ramon Garcia,
Hidalgo County Judge,
1615 S. Closner Suite J.
Edinburg, Texas 78539

Subject: Veteran's Day Parade (East Parking Lot, County Courthouse)

Judge, the American Legion (Freddy Gonzalez) Post 408 is planning to have the annual Veteran's Parade on Saturday November 5, 2011. It is estimated that the parade will have approximately 45 to 50 entries to include participation from all of the local schools. The parade will take place from 8:00 a. m. to 11:00 a.m. and will terminate with final gathering at the Bobcat Football Stadium.

We are asking if you would allow us to use the parking lot east of the courthouse so that we can commence the parade from the town square (east lot) and exit at Bobcat Stadium. This would definitely make it a lot easier for us to coordinate and lineup the number of entries that will be participating in the parade.

We would appreciate any consideration you can give us. If you have any questions please feel free to call Gus Garcia (Commander) at 457-9681 or Manuel Cantu (1st Vice-Commander) at 867-5367.

For God and Country, and thanking you in advance,

Agustin (Gus) Garcia
American Legion Post 408
P. O. Box 942
Edinburg, Tx. 78540

4605 S. US Hwy 281
Edinburg, TX 78539

P.O. Box 942
Edinburg, TX 78540

Ph: 956-383-1182 / Email: americanlegionpost408@gmail.com

AI-28866 **6. I.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Facilities Management:
Approval to submit application to Department of Energy (DOE) in order to participate in EECBG Portfolio Manager Initiative

BACKGROUND

No fiscal impact to county - Dept. of Energy is encouraging this as part of the Energy Efficiency & Conservation Block Grant

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact. MB

Attachments

application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 08:17 AM
Olga Garza	Olga Garza	09/29/2011 10:40 AM
Auditor's Office	Arcilia Duran	09/30/2011 08:51 AM
Dina Trevino	Merlen P. Munoz	09/30/2011 08:58 AM
Olga Garza	Olga Garza	09/30/2011 10:48 AM
Purchasing Department	Marty Salazar	09/30/2011 12:37 PM

Form Started By: Monica Badillo Started On: 09/28/2011 04:10 PM

Final Approval Date: 09/30/2011

Richard Sunday

23 Sept 11
Hello Monica,
Original attached.
Thanks, Rick

From: Richard Sunday [richard.sunday@co.hidalgo.tx.us]
Sent: Friday, September 23, 2011 3:18 PM
To: 'Monica Badillo'; 'Erika Reyna'
Cc: 'Yolanda Chapa'; 'valde.guerra@co.hidalgo.tx.us'
Subject: RE: EECBG Portfolio Manager Initiative

Attachments: 16Sept11,PortfolioMgrInitiativeApplication.jpg

16Sept11,Portfolio MgrInitiativ...

Thank you Ms. Badillo and Ms. Reyna,
Application is attached. If it get's approved on 10/4, that would be great since the application deadline is 10/7. I'll go ahead and forward the original so you can have it ready to sign pending approval.
Thanks, Rick Sunday

-----Original Message-----
From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Friday, September 23, 2011 2:27 PM
To: 'Erika Reyna'; 'Richard Sunday'
Cc: 'Yolanda Chapa'; valde.guerra@co.hidalgo.tx.us
Subject: RE: EECBG Portfolio Manager Initiative

Yes Mr. Sunday,
This would have to go to court; and the next available meeting would be on 10/4/11. Send me the application and any information for the agenda.
Thanks,

Monica Badillo, Court Administrator
County of Hidalgo Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025 ext. 5404
(956) 292-7034 (fax)

-----Original Message-----
From: Erika Reyna [mailto:erika.reyna@co.hidalgo.tx.us]
Sent: Friday, September 23, 2011 2:06 PM
To: 'Richard Sunday'
Cc: 'Yolanda Chapa'; valde.guerra@co.hidalgo.tx.us; 'Monica Badillo'
Subject: RE: EECBG Portfolio Manager Initiative

Good afternoon Mr. Sunday,

My apologies for not responding earlier, I just read this email. DOE certainly hopes that we will continue with our efforts with Portfolio Manager. They are very impressed with the work you have done. I am not sure if this is something that needs Commissioners' Court approval. We will need Mr. Guerra's input for that question.

Thank you for all your hard work!

CC 10/4/11

Erika Reyna-Velazquez
Economic Development Planner

Hidalgo County Judge's Office
1615 S. Closner, Ste J
Edinburg, TX 78539
Phone: (956) 318-2600 ext. 5028
Fax: (956) 318-2699

16 SEPT 2011

EECBG PORTFOLIO MANAGER INITIATIVE APPLICATION

The Basics:

Name of Government: County of Hidalgo

Name of Benchmarking Contact: Rick Sunday Job Title: Infrastructure Systems Mgr.

Contact phone: 956-289-7858 Ofc
956-457-6116 Cel

Contact email: richard.sunday@co.hidalgo.tx.us

Benchmarking Information:

1. Is your state or local government currently tracking their energy use? ☑ Yes ○ No
   If so, what system are they using? Manually. Using LOAs to collect data for 13 key facilities to start.
2. Does your state or local government have an energy reduction goal (i.e. 20% reduction by 2020)?
   ○ Yes ☑ No, Not formally declared by Commissioners' Court yet.
   If so, what is your goal? However, perhaps 20% is reasonable.
3. How many publicly-owned buildings does your state or local government currently operate?
4. List your Utility Providers (Fill in all that are applicable):
   a) Electric Utility: Reliant Energy
   b) Natural Gas Utility: Texas Gas Service
   c) Fuel Oil Provider: Arguindegui Oil
   d) Steam Provider:
   e) Other:
5. In order to benchmark, you need a least one year of historical energy data for all fuels and basic facility information such as floor area. Is this information currently available? ☑ Yes ○ No But not compiled.
   Would you be able to gather the data while you are receiving technical assistance? ☑ Yes ○ No Working on establishing central data collection.
6. Grantees can participate in the Portfolio Manager Initiative if they are just starting out with benchmarking, or if they are trying to take their benchmarking efforts to the next level. Of the activities listed below, please identify which steps your state or local government has already taken, and which would be appropriate as a goal between now and June 30, 2012. Indicate completed tasks and goals by marking an "X" in the chart below.

Completed	Goal	
○	☑	Benchmark buildings retrofitted with EECBG funds
○	☑	Benchmark 1-5 buildings
○	☑	Benchmark 5-20 buildings
○	○	Benchmark our entire portfolio of buildings
○	☑	Create reports with benchmarking results
○	☑	Identify and evaluate energy savings opportunities based on input results
○	○	Report benchmarking results to the public

7. If applicable, please include any additional information about your interest in the EECBG Portfolio Manager Initiative.

AI-28891 **6. J.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Status update regarding Operation Clean Slate

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 02:29 PM
Erika Zamora	Erika Zamora	09/29/2011 03:09 PM
Auditor's Office	Arcilia Duran	09/30/2011 09:16 AM
Dina Trevino	Merlen P. Munoz	09/30/2011 09:33 AM
Erika Zamora	Erika Zamora	09/30/2011 09:59 AM
Purchasing Department	Marty Salazar	09/30/2011 10:55 AM

Form Started By: Monica Badillo Started On: 09/29/2011 02:24 PM

Final Approval Date: 09/30/2011

AI-28892 **6. K.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Notification of location change of Commissioners' Court Meetings

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 02:31 PM
Erika Zamora	Erika Zamora	09/29/2011 03:09 PM
Auditor's Office	Arcilia Duran	09/30/2011 09:14 AM
Purchasing Department	Marty Salazar	09/30/2011 10:55 AM

Form Started By: Monica Badillo Started On: 09/29/2011 02:26 PM

Final Approval Date: 09/30/2011

AI-28898 **7. A.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Discussion, consideration, and approval of Rio South Texas Regional Planning Consortium Partnership Agreement between Hidalgo County and various entities.
2. Discussion, consideration, and approval of commitment letter for the 2011 Sustainable Communities Regional Planning Grant Program.

BACKGROUND

Legal counsel currently reviewing the agreement and letter.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

In-kind contribution through county staff participation.

Attachments

Commitment Letter

Partnership Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/30/2011 08:06 AM
Roland Garcia	Rolando Garcia	09/30/2011 01:28 PM
Auditor's Office	Arcilia Duran	09/30/2011 02:07 PM
Purchasing Department	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Erika Reyna Started On: 09/29/2011 04:51 PM

Final Approval Date: 09/30/2011

Hidalgo County
Judge Ramon Garcia
[Street Address]
[City, ST ZIP Code]

September 28, 2011

RE: Letter of Commitment for Leveraged Resources for the 2011 Sustainable Communities Regional Planning Grant Program

Department of Housing & Urban Development:

With this letter **Hidalgo County** firmly agrees to commit the resources listed below to serve as in-kind match / leveraged resources for the amount requested by the Rio South Texas Regional Planning Consortium in the application for the 2011 Sustainable Communities Regional Planning Grant Program.

Professional Staff Time **$1,875**

Hidalgo County additionally agrees to comply with all reporting requirements of the U.S. Department of Housing & Urban Development and will work cooperatively with the Hidalgo County Metropolitan Planning Organization, the lead applicant in the grant application and administration process

Sincerely,

Ramon Garcia
Hidalgo County Judge

THIS PARTNERSHIP AGREEMENT is made this 5th day of October, 2011, by and between the following organizations:

Affordable Homes of South Texas	1420 Erie Avenue McAllen, TX 78501
Brownsville Metropolitan Planning Organization	1150 East Adams Street, 3rd Floor Brownsville, TX, 78520
Brownsville Navigation District (Port of Brownsville)	1000 Foust Road Brownsville, TX 78521
Cameron County	1100 East Monroe Street Brownsville, TX 78520
City of Brownsville	1001 East Elizabeth, 2nd Floor Brownsville, TX, 78520
City of Brownsville Transit Department **B-Metro**	700 Jose Colunga, Jr. Street Brownsville, TX, 78521
City of Donna	307 South 12th Street Donna, TX, 78537
City of Edinburg	415 West University Drive Edinburg, TX, 78541
City of Harlingen	118 East Tyler Avenue Harlingen, TX, 78550
City of La Feria	115 East Commercial Avenue La Feria, TX, 78559
City of McAllen	1300 Houston Avenue McAllen, TX, 78501
City of McAllen Transit Department **Metro McAllen**	1501 West Highway 83, Suite 100 McAllen, TX, 78501
City of Pharr	118 South Cage Boulevard Pharr, TX, 78577
City of Primera	22893 North Stuart Place Road Harlingen, TX, 78552
City of San Juan	709 South Nebraska San Juan, TX, 78589

City of South Padre Island	4601 Padre Boulevard South Padre Island, TX, 78597
City of South Padre Island Transit Department **The Wave**	4601 Padre Boulevard South Padre Island, TX, 78597
City of Weslaco	255 South Kansas Avenue Weslaco, TX, 78596
Equal Voice Housing Coalition	NEED ADDRESS Edinburg, TX, 78541
Equal Voice Network	NEED ADDRESS Edinburg, TX, 78541
Rio Grande Habitat for Humanity	412 Ash Avenue McAllen, TX 78501
Harlingen Community Development Corporation	502 East Tyler Street Harlingen, TX 78550
Harlingen-San Benito Metropolitan Planning Organization	502 East Tyler Street Harlingen, TX 78550
Hidalgo County	100 North Closner Boulevard Edinburg, TX, 78539
Hidalgo County Commuter Rail District	100 North Closner Boulevard Edinburg, TX, 78539
Hidalgo County Metropolitan Planning Organization(HCMPO)	510 South Pleasantview Drive Weslaco, TX 78596
La Union del Pueblo Entero (LUPE)	P.O. Box 188 San Juan, TX 78589
Lower Rio Grande Valley Development Council (LRGVDC)	301 West Railroad Street Weslaco, TX 78596
LRGVDC Transit Department	510 South Pleasantview Drive Weslaco, TX 78596
Migrant Health Promotions	536 South Texas Boulevard, Suite 117 Weslaco, TX 78596

Planned Parenthood Association of Hidalgo County	916 East Hackberry Avenue McAllen, TX 78501
Proyecto Azteca	P.O. Box 27 San Juan, TX 78589
Proyecto Juan Diego	2216 Eduardo Avenue Brownsville, TX 78526
Rio Grande Valley Sustainability Council	245 East Levee Street Brownsville, TX, 78521
San Juan Economic Development Corporation (SJEDC)	430 North Standard Avenue San Juan, TX, 78589
South Texas Adult Resource & Training Center	743 North Sam Houston San Benito, TX, 78586
Texas State Technical College	1902 North Loop 499 Harlingen, TX, 78550
University of Texas at Brownsville	NEED ADDRESS Brownsville, TX, 78541
University of Texas Pan-American	NEED ADDRESS Edinburg, TX, 78541

NATURE OF PARTNERSHIP: The partners listed above hereby agree that they shall be considered partners in business for the following purposes:

- Application for the Department of Housing & Urban Development's Fiscal Year 2011 Sustainable Communities Regional Planning Grant Program (The Program)
- Upon receipt of a grant – Cooperatively carry out The Program in the approved application
    - Coordination in the preparation of a Regional Plan for Sustainable Development and any other deliverables as stated in the application.
    - Integration and Implementation of the Regional Plan for Sustainable Development
- In the absence of a grant – Continued coordination efforts.

NAME: The partnership shall be conducted under the name of "Rio South Texas Regional Planning Consortium"

TERM: The partnership shall begin on the effective start date of the grant agreement with the Department of Housing and Urban Development or on a date established and approved by all partners if a grant is not awarded.

DAY-TO-DAY OPERATIONS: The partners shall provide their services and best efforts on behalf of the partnership. No partner shall receive salary for services rendered to the partnership.

MANAGEMENT DUTIES: The partners hereby designate the Lower Rio Grande Valley Development Council (LRGVDC) as the lead applicant. As such the LRGVDC shall:

- Have the responsibility for submitting the application to the Department of Housing and Urban Development (HUD) in accordance with the General and Program Sections of the Notice of Funding Availability.
- Execute the cooperative agreement with HUD.
- Assume fiscal responsibility for the grant on behalf of the consortium in compliance with all HUD and program requirements.
- House the Program Manager who will manage the day-to-day finances of the grant program.

GOVERNANCE STRUCTURE: Upon notification of grant awards, the partners hereby agree to address the structure of the organization to include, but not limited to, the following:

- Execution of a formal consortium agreement no later than 90 days after the effective start date of the grant agreement

CONTRIBUTIONS: Contributions of each partner to the partnership shall be in accordance with the most current, approved or amended, budget agreed upon by all partners. The lead applicant shall maintain an account record of contributions made by each partner.

AI-28915 **7. B.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Michael Leo **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Recommending Judge Garcia for Tobacco Settlement Permanent Trust Account Administration Advisory Committee (who is already designated as Hidalgo Co. representative to Tx. Conf. of Urban Counties) and Budget Officer Sergio Cruz for Tobacco Settlement Permanent Trust Account Investment Advisory Committee.

BACKGROUND

Attachments

Resolution

resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/30/2011 04:22 PM
Budget & Management	Merlen P. Munoz	09/30/2011 04:22 PM
Roland Garcia		
Auditor's Office		
Purchasing Department		

Form Started By: Monica Badillo Started On: 09/30/2011 04:16 PM

TEXAS Conference of Urban Counties

August 22, 2011

Chairman
Commissioner
Mike Cantrell
Dallas County

Chair Elect
Commissioner
Eddie Arnold
Jefferson County

Immediate Past Chair
Judge
Mike Bradford
Midland County

Vice-Chairmen
Comm. Tommy Adkisson
Bexar County
Comm. Bobbie Mitchell
Denton County
Judge Veronica Escobar
El Paso County
Comm. Fred Nardini
San Patricio County
Judge Dan Gattis
Williamson County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
Ector ~ El Paso
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Randall ~ Rockwall
San Patricio ~ Smith
Tarrant ~ Travis
Webb ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

To: Honorable Ramon Garcia, Hidalgo County Judge

CC: Honorable Joel Quintanilla, Hidalgo County Commissioner, Pct. 1
Honorable Hector Palacios, Hidalgo County Commissioner, Pct. 2
Honorable Joe Flores, Hidalgo County Commissioner, Pct. 3
Honorable Joseph Palacios, Hidalgo County Commissioner, Pct. 4

From: Donald Lee, Executive Director

Re: **Tobacco Settlement Permanent Trust Account - Invitation to Nominate**

The Hidalgo County Commissioners Court is invited to nominate a candidate for appointment to the *Tobacco Settlement Permanent Trust Account Administration Advisory Committee* and a candidate for appointment to the *Tobacco Settlement Permanent Trust Account Investment Advisory Committee*. The pending appointments will fill one of four expired terms on each committee. The new terms will expire August 31, 2017.

Eligible to nominate candidates to the advisory committee are the 10 entities that received the 3rd through 12th greatest distribution amounts from the tobacco settlement trust in 2010. Hidalgo County is one of these entities.

These are important committees. These committees work in concert to provide oversight and adopt rules regarding annual distributions from the earnings of the Tobacco Settlement Permanent Trust Account.

The 76th Texas Legislature created the Tobacco Settlement Permanent Trust Account as a cooperative project between the Texas Department of Health (now DSHS) and the State Comptroller of Public Accounts in order to provide county hospitals, hospital districts, and public hospitals payments from the Tobacco Settlement Permanent Trust Account.

The Department of State Health Services collects reports from counties and hospital districts that identify the unreimbursed health care expenditures of each entity. That data is used to apportion the distribution of tobacco settlement funds to each entity. The Administration Advisory Committee is responsible for writing the rules by which entities report expenditures, and annually reviews the results of audited expenditure statements. The Committee in essence determines what is and is not an eligible expenditure.

The Investment Advisory Committee is responsible for overseeing the investment and management by the Texas Comptroller of over $2 billion in tobacco settlement funds held in trust for Texas counties, hospital districts and public

hospitals. In order for Texas counties to receive distributions, the committee must meet and conduct certain business each year.

The Urban Counties has three criteria of paramount importance when looking to make these appointments:

1. An absolute commitment to attend all committee meetings, including the fall meetings which have been scheduled for October;
2. The nominee to the Investment Committee should have experience with institutional investing; and
3. The nominee to the Administration Committee should have experience with the operations and finances of public hospitals, hospital districts and counties in regards to health care expenditures.

Nominations must be received by *5 p.m. on Friday, September 30th, 2011*. Appointments will be made prior to the October Meetings.

Please forward a copy of your nominating resolutions along with a resume and contact information for each nomination to us prior to Friday, September 30, 2011.

Please feel free to contact me if I can provide any additional assistance on this matter. I can be reached at 512.476.6174.

RESOLUTION OF THE COMMISSIONERS COURT OF _____COUNTY, TEXAS APPROVING THE NOMINATION OF _____TO THE TOBACCO SETTLEMENT INVESTMENT ADVISORY COMMITTEE

On the _____ day of _____, 2011, at the meeting of the _____ County Commissioners Court, held in the City of _____, _____ County, State of Texas, with a quorum present, the following business was conducted:

It was duly moved and seconded that the following Resolution be adopted:

WHEREAS, the Board of _____ of the _____County Hospital District ("District") has adopted a Resolution nominating ___(name)_____, _____(job title)_____ to serve on the Tobacco Settlement Investment Advisory Committee ("Committee"); and

WHEREAS, _____ possesses the requisite experience and knowledge with respect to institutional investing, and is committed to attending all Committee meetings;

NOW THEREFORE BE IT RESOLVED, that the _____ County Commissioners Court does hereby approve the nomination of _____ to the Tobacco Settlement Investment Advisory Committee.

Signed this _____ day of _____ 2011

_____

____Name____, _____ County Judge

AI-28858 **8. A.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Arturo Guajardo, Jr. **Submitted By:** Jennilee Garza, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Requesting approval of Amended Bond for Commissioner Pct. 3 Joe M. Flores.

BACKGROUND

Attachments

Commissioner Joe Flores Amended Bond

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 03:50 PM
Sylvia Solis	Sylvia Solis	09/28/2011 04:56 PM
Auditor's Office	Arcilia Duran	09/29/2011 11:22 AM
Purchasing Department	Marty Salazar	09/29/2011 01:15 PM

Form Started By: Jennilee Garza Started On: 09/28/2011 03:25 PM

Final Approval Date: 09/29/2011

FILED
AT 11:36 O'CLOCK A M
SEP 21 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

No. POB0913677

PUBLIC OFFICIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Jose M. Flores, P O Box 1217

of MISSION State of Texas 78573

as Principal and the Old Republic Surety Company Organized under the Laws of the State of Texas, as Surety, with its Home Office in Dallas TX 75247, in said state, are held and firmly bound unto Hidalgo County Treasurer, 2810 S Bus Hwy 281, Edinburg TX 78539-6243, as Obligee,

in the sum of Ten Thousand **** Dollars ($ 10,000.),

for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED this 19th day of December, 2008.

WHEREAS, the above-named Principal has been duly appointed or elected County Commissioner

of the Hidalgo County Precinct 3 State of Texas

for the definite/indefinite term beginning on the 31st day of December, 2008.

and ending on the December 31, 2012.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the above bounded Principal shall faithfully perform such duties as may be imposed on him by law and shall honestly account for all money that may come into his hands in his official capacity during the said term, then his obligation shall be void; otherwise to remain in full force and effect; provided, however, that the Surety shall not be liable hereunder for any loss of public money deposited by or in behalf of the Principal with any bank when such loss is occasioned by the failure of such bank faithfully to account for and pay over such money on legal demand; any law, decision, or statute to the contrary notwithstanding.

This bond is further conditioned that the liability of the Surety shall be fully terminated as to future acts of the Principal thirty (30) days after the receipt by the Obligee, of the Surety's written notice of cancellation.

Witness: Domingo Villarreal Jr

By _____
Jose M. Flores
Principal

Old Republic Surety Company
Surety

Witness: Nancy Pina

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

By _____
Sylvia Wolf
Attorney-in-Fact

ORSC 21202 (3/93)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JOE ROSELAND, SARA VALDEZ, SYLVIA WOLF, NANCY PINON, OF MISSION, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE HUNDRED THOUSAND DOLLARS ($100,000)---------- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24TH day of SEPTEMBER, 2010.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24TH day of SEPTEMBER, 2010, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

FILED
A.D. 20 11 O'CLOCK A M
SEP 21 2011
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY

Notary Public

My commission expires: 12/02/2012

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5280

Signed and sealed at the City of Brookfield, WI this _____ day of _____

MISSION/DUNCAN INS. AGENCY INC

Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

ORSC 22262 (9/08)

AI-28897 **8. B.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Arturo Guajardo, Jr. **Submitted By:** Jennilee Garza, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Requesting approval of Official Bond for County Court-at-Law #7 Judge Rolando Cantu.

BACKGROUND

Attachments

bond

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 04:58 PM
Purchasing Department	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Jennilee Garza Started On: 09/29/2011 04:47 PM

Final Approval Date: 09/30/2011

FILED
AT 4:30 O'CLOCK P M
SEP 30 2011
ERASMO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

OLD REPUBLIC

☑ Old Republic Surety Company
☐ Old Republic Insurance Company
☐ Bituminous Casualty Corporation

7610 Stemmons, Suite 400
P.O. Box 569480, Dallas, TX 75356-9480
Phone: (214) 634-1900/Fax: (214) 688-1120

OFFICIAL BOND AND OATH

LPO-2109323
Bond Number

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Rolando Cantu, of 505 Shasta, McAllen, TX. 78504 as Principal, and Old Republic Surety Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Treasurer, Norma Garcia and/or his/her successors in the penal sum of TEN THOUSAND AND NO/100----- Dollars ($ 10,000.00),

for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 29th day of September , 2011 .

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 27th day of September , 2011 , duly Appointed (Elected - Appointed) to the office of County Court #7 Judge in and for Hidalgo County in the State of Texas, for a term of 2 year(s) commencing on the 27th day of September , 2011 .

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall pay all moneys that come into his/her hands as county judge to the person or officer entitled to it: pay to the county all money illegally paid to him/her out of county funds, and not vote or consent to pay out county funds for other than lawful purposes.

, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Rolando Cantu
Principal

Countersigned
By: _____
Texas Resident Agent

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Old Republic Surety Co.
Surety
BY _____
Ramon Montalvo III
Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Hidalgo } ss

Before me, September 30, 2011 ND on this day, personally appeared Rolando Cantu , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, at Edinburg , Texas, this 30 day of September , 2011 .

SEAL

NAOMI KRISTEN DESMITH
MY COMMISSION EXPIRES
December 8, 2013

Naomi DeSmith
Notary Public
Hidalgo County, Texas

FORM L-121 (REV. 12/00)

(OVER)

FILED
AT 4:30 O'CLOCK P M
SEP 30 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me, at _____, Texas, this _____ day of _____, 20___ .

SEAL

_____
Notary Public

_____ County, Texas

OATH OF OFFICE
(GENERAL)

I, Rolando Cantu, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of County Court at Law #1 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me, at Edinburg, Texas, this 30th day of September, 2011

SEAL

NAOMI KRISTEN DESMITH
MY COMMISSION EXPIRES
December 8, 2013

Naomi DeSmith
Notary Public

Hidalgo
_____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

_____ Clerk

County Court _____ County

Date: _____, 20___.

_____ County Judge,

_____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, 20___, with its certificates of authentication, was filed for record in my office the _____ day of _____, 20___, at _____ o'clock ___M., and duly recorded the _____ day of _____, 20___, at _____ o'clock ___M., in the Records of Official Bonds of said County in Volume _____, on page_____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy

County Court _____ County

OLD REPUBLIC SURETY COMPANY

FILED
AT 4:30 O'CLOCK P M
SEP 30 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

RAMON MONTALVO, III, OF WESLACO, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000)---------- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22ND day of JUNE, 2010.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Gerald C. Leach
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22ND day of JUNE, 2010, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

SHARON A. PIZUR NOTARY PUBLIC STATE OF WISCONSIN

Sharon A. Pizur
Notary Public

My commission expires: 12/02/2012

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5610

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this _____ day of _____

MONTALVO INSURANCE AGENCY

Jane E. Cheney
Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

FILED
AT 4:30 O'CLOCK P M
SEP 30 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

In the name and by the authority of

The State of Texas

Oath of Office

I, Rolando Cantu, *do solemnly swear (or affirm), that I will faithfully execute the duties of the office of* County Court at Law Judge *of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.*

Name/ Title

SWORN TO and subscribe before me by affiant on this the 30th *day of* September *2011.*

NAOMI KRISTEN DESMITH
MY COMMISSION EXPIRES
December 8, 2013

Naomi DeSmith
Signature of Person Administering Oath

Naomi DeSmith
Printed Name

Notary Public State of Texas
Title

FILED
AT 4:30 O'CLOCK P M

SEP 30 2011

ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

STATEMENT OF ELECTED/APPOINTED OFFICER

Pursant to Tex. Const. art. XVI, §1(b), amended 2001

I, Rolando Cantu do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed or promised to contribute any money or thing of value or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

9/30/11
Date

Officer's Signature

County Court at Law #7
Position to Which Elected/Appointed

Hidalgo
City or County

AI-28880 **9. A.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: District Attorney's Office **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Crim DA (1100)/ Invest. HB 65 (1223)/ Border Prosec. Init. (1281):

1. Approval of the following personnel actions:

Action	Program	Slot No.	Position Title	Grade	% Distribution
Delete	CRIM DA 080-002	0054	Criminal Investigator I	12	90.57%
	DA INVEST. HB65 080-007	0026			9.43%
Create	CRIM DA 080-002	0095	Assistant District Attorney II (Add Auto Allowance = $900.00)	14	91.07%
	DA INVEST. HB65 080-007	0071			8.93%
Delete	Border Prosec. Init. 080-012	0003	Administrative Assistant I	4	100%
Create	Border Prosec. Init. 080-012	0004	Assistant District Attorney IV (Add Auto Allowance = $900.00)	18	100%

2. Approval of interdepartmental/intradepartmental transfers.
3. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

1-1100-412-00-080-002-0-XXX CRIM DA
TRANSFER FROM COUNTY WIDE ADMIN- CONTINGENCY

1-1223-412-00-080-007-0-XXX DA INVESTIGATION HB65
NO BUDGETARY IMPACT

1-1281-412-00-080-012-1-XXX BORDER PROSECUTION INITIATIVE
WITHING DEPT BUDGET- LAPSED SALARIES & INTRADEPT TRANSFER

GRANT WAS SCHEDULED TO EXPIRE ON 08/31/2011. HOWEVER, THE EXTENSION TO EXHAUST FUNDS THROUGH 12/31/2011 WAS APPROVED BY CC ON 08/30/2011 (REF: 28261/ 10.C.)

Attachments

PARS
SALARY ANALYSIS
FISCAL NOTES
JOB DESCRIPTIONS
TRANSFERS
revised salary schedule

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	09/30/2011 01:12 PM
Budget & Management	Merlen P. Munoz	09/30/2011 01:14 PM
Sylvia Solis	Sylvia Solis	09/30/2011 03:11 PM
Purchasing Department	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Rosie Cantu Started On: 09/29/2011 09:00 AM

Final Approval Date: 09/30/2011

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **DA'S**
080-012 (BORDER PROSECUTION INITIATIVE)

DATE: **09/28/11**

CURRENT POSITION TITLE: -

CURRENT SLOT. #: (080-012) 004

REQUESTED POSITION TITLE: ASSISTANT DA IV

REQUEST FOR:

AUTO ALLOWANCE $900.00

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

POSITION SALARY REQUEST:

1	-0-	(080-012) G18 S1 $68,687.00	$	$68,687.00
NO. OF POSITIONS	CURRENT GRADE & STEP/ SALARY/ ALLOWANCE	PROPOSED GRADE & STEP/ SALARY/ ALLOWANCE		NET CHANGE

Position to be funded from one of the following:

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

☒ Other **FUNDS FROM DELETED POSITION AND APPROPRIATION**

POSITION TYPE:

Full Time Employee Object 113 [X]
Part Time Employee Object 114 [ ]
Full Time Temporary Object 121 [ ]
Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

New position that will be assisting the Regional DPS Office with preparation of criminal cases.

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

Individual will be assigned to the Regional DPS Office to assist DPS agents with questions on criminal cases along with assistance on preparation and review of paperwork such as search warrants and other paperwork that is necessary for the criminal case.

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

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

Position is fully funded by grant.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	09/28/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **DA'S**
080-002 (CRIM DA)
080-007 (DA INVESTIGATION HB65)

DATE: **09/28/11**

CURRENT POSITION TITLE: -

CURRENT SLOT. #: (080-002) 095
(080-007) 071

REQUESTED POSITION TITLE: ASSISTANT DA II

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **AUTO ALLOWANCE $900.00**

POSITION SALARY REQUEST:

NO. OF POSITIONS	CURRENT GRADE & STEP/ SALARY/ ALLOWANCE	PROPOSED GRADE & STEP/ SALARY/ ALLOWANCE		NET CHANGE
1		(080-002) G14 S1 $45,977.00 (080-007) G14 S1 $4,510.00	$	$50,487.00

Position to be funded from one of the following:

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

☒ Other **LAPSED FUNDS FROM ALLOWANCES & WITHIN DEPT BUDGET**

POSITION TYPE:

Full Time Employee Object 113 [X]
Part Time Employee Object 114 [ ]
Full Time Temporary Object 121 [ ]
Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)
Will be deleting Criminal Investigator position in order to create ADA position. ADA position can prepare cases in the office but can also prosecute cases in the courtroom.

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

Job Description on County's Web page. Assistant District Attorney – II

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

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

No additional monies required, all within our own budget.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	09/29/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/29/11 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **DA'S**
080-012 (BORDER PROSECUTION INITIATIVE)

DATE: **09/28/11**

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT I

CURRENT SLOT. #: (080-012) 003

REQUESTED POSITION TITLE: -

REQUEST FOR:

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

POSITION SALARY REQUEST:

1	(080-012) G4 S0 $22,216.00	-0-	$	($22,216.00)
NO. OF POSITIONS	CURRENT GRADE & STEP/ SALARY/ ALLOWANCE	PROPOSED GRADE & STEP/ SALARY/ ALLOWANCE		NET CHANGE

Position to be funded from one of the following:

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

☒ Other **FUNDS FROM DELETED POSITION WILL HELP TO COVER SALARY FOR NEW ADA IV POSITION SLOT NO. 004 (UNDER BORDER PROSECUTION INITIATIVE)**

POSITION TYPE:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Need to delete vacant position in order to create ADA position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	09/29/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☒ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	9/29/11 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **DA'S**
080-002 (CRIM DA)
080-007 (DA INVESTIGATION HB65)

DATE: **09/28/11**

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR I

CURRENT SLOT. #: (080-002) 054
(080-007) 026

REQUESTED POSITION TITLE: -

REQUEST FOR:

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

POSITION SALARY REQUEST:

1	(080-002) G12 S4 $43,319.00 (080-007) G12 S4 $4,510.00	-0-	$ ($47,829.00)
NO. OF POSITIONS	CURRENT GRADE & STEP/ SALARY/ ALLOWANCE	PROPOSED GRADE & STEP/ SALARY/ ALLOWANCE	NET CHANGE

Position to be funded from one of the following:

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

☒ Other **FUNDS FROM DELETED POSITION AND LAPSED FUNDING**

POSITION TYPE:

Full Time Employee Object 113 [X]
Part Time Employee Object 114 [ ]
Full Time Temporary Object 121 [ ]
Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Need to delete in order to create ADA position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	09/29/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	9/29/11 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

CRIM DA

SALARIES ANALYSIS WORKSHEET

As of 09/30/2011

Acct No: 1-1281-412-00-080-012-1-XXX

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
113	Regular F/Time	$128,139.00	$4,928.42	8	$39,427.38	$55,791.01	**$16,363.63**
115	Longevity	$960.00	$40.00	6	$240.00	$1,226.00	**$986.00**
118	Auto Allow	$1,800.00	$69.23	8	$553.85	$0.00	**-$553.85**
211	Health Ins.	$6,799.00	$283.29	6	$1,699.75	$6,442.18	**$4,742.43**
212	Life Ins.	$51.00	$4.25	3	$12.75	$48.18	**$35.43**
220	FICA	$9,802.63	$377.02	8	$3,016.19	$3,438.38	**$422.19**
230	Retirement	$12,301.34	$473.13	8	$3,785.03	$3,682.94	**-$102.09**
250	Unemployment	$640.70	$24.64	8	$197.14	$181.97	**-$15.17**
TOTAL		**$160,493.67**	**$6,199.99**	**-**	**$48,932.09**	**$70,810.66**	**$21,878.57**

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, October 04, 2011

Agenda Item: 28880

Summary of request/proposal:
Crim DA (1100):
Approval to delete and create the following positions/ allocations:

				CURRENT			PROPOSED			
Fund	Position	Slot#	Obj	G	S	Salary/ Allowance	G	S	Salary/ Allowance	Total Requested
1100	Criminal Investigator I	0054	113	12	4	43,319.00	-	-	0.00	(43,319.00)
1100	Assistant District Attorney II	0095	113	-	-	0.00	14	1	45,977.00	45,977.00
"	*(AUTO ALLOWANCE)*	"	*118*	-	-	*0.00*	"	"	*900.00*	*900.00*
				TOTAL		43,319.00			46,877.00	3,558.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-412-00-080-002-0-	113	CRIM DA-	REG F/T EMPLOYEES	$654.28
1-1100-412-00-080-002-0-	118	CRIM DA-	AUTO ALLOWANCE	$221.54
1-1100-412-00-080-002-0-	211	CRIM DA-	HEALTH INSURANCE	-
1-1100-412-00-080-002-0-	212	CRIM DA-	LIFE INSURANCE	-
1-1100-412-00-080-002-0-	220	CRIM DA-	FICA	$67.00
1-1100-412-00-080-002-0-	230	CRIM DA-	RETIREMENT	$83.90
1-1100-412-00-080-002-0-	250	CRIM DA-	UNEMPLOYMENT COMP	$4.38
1-1100-412-00-080-002-0-	260	CRIM DA-	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$1,031.10

2012 Budgetary Impact: $4,188.83

Possible Funding Sources: CO WIDE ADMIN- CONTINGENCY

Budget Office Comments:

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, October 04, 2011 **Agenda Item:** 28880

Summary of request/proposal:
Invest. HB 65 (1223):
Approval to delete and create the following positions/ allocations:

				CURRENT			PROPOSED			
Fund	Position	Slot#	Obj	G	S	Salary/ Allowance	G	S	Salary/ Allowance	Total Requested
1223	Criminal Investigator I	0026	113	12	4	4,510.00	-	-	0.00	(4,510.00)
1223	Assistant District Attorney II	0071	113	-	-	0.00	14	1	4,510.00	4,510.00
				TOTAL		4,510.00			4,510.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1223-412-00-080-007-0-	113	DA INVESTIGATION HB65-	REG F/T EMPLOYEES	$0.00
1-1223-412-00-080-007-0-	118	DA INVESTIGATION HB65-	AUTO ALLOWANCE	$0.00
1-1223-412-00-080-007-0-	211	DA INVESTIGATION HB65-	HEALTH INSURANCE	$0.00
1-1223-412-00-080-007-0-	212	DA INVESTIGATION HB65-	LIFE INSURANCE	$0.00
1-1223-412-00-080-007-0-	220	DA INVESTIGATION HB65-	FICA	$0.00
1-1223-412-00-080-007-0-	230	DA INVESTIGATION HB65-	RETIREMENT	$0.00
1-1223-412-00-080-007-0-	250	DA INVESTIGATION HB65-	UNEMPLOYMENT COMP	$0.00
1-1223-412-00-080-007-0-	260	DA INVESTIGATION HB65-	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$0.00

2012 Budgetary Impact: **$0.00**

Possible Funding Sources: **NO BUDGETARY IMPACT**

Budget Office Comments:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, October 04, 2011

Agenda Item: 28880

Summary of request/proposal:
Border Prosec. Init. (1281):
Approval to delete and create the following positions/ allocations:

				CURRENT			PROPOSED			
Fund	Position	Slot#	Obj	G	S	Salary/ Allowance	G	S	Salary/ Allowance	Total Requested
1281	Administrative Assistant I	0003	113	4	0	22,216.00	-	-	0.00	(22,216.00)
1281	Assistant District Attorney IV	0004	113	-	-	0.00	18	1	68,687.00	68,687.00
"	*(AUTO ALLOWANCE)*	"	*118*	-	-	*0.00*	"	"	*900.00*	*900.00*
				TOTAL		22,216.00			69,587.00	47,371.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
1-1281-412-00-080-012-1-	113	DA BORDER PROSECUTION INITIATIV REG F/T EMPLOYEES	$11,439.02
1-1281-412-00-080-012-1-	118	DA BORDER PROSECUTION INITIATIV AUTO ALLOWANCE	$221.54
1-1281-412-00-080-012-1-	211	DA BORDER PROSECUTION INITIATIV HEALTH INSURANCE	-
1-1281-412-00-080-012-1-	212	DA BORDER PROSECUTION INITIATIV LIFE INSURANCE	-
1-1281-412-00-080-012-1-	220	DA BORDER PROSECUTION INITIATIV FICA	$892.03
1-1281-412-00-080-012-1-	230	DA BORDER PROSECUTION INITIATIV RETIREMENT	$1,119.24
1-1281-412-00-080-012-1-	250	DA BORDER PROSECUTION INITIATIV UNEMPLOYMENT COMP	$58.31
1-1281-412-00-080-012-1-	260	DA BORDER PROSECUTION INITIATIV WORKER'S COMP	$0.00
		2011 Budgetary Impact	$13,730.14

2012 Budgetary Impact: $55,778.64

Possible Funding Sources: WITHIN DEPT BUDGET- LAPSED SALARIES & INTRADEPT TRANSFER

Budget Office Comments:

CRIMINAL INVESTIGATOR I

GRADE: 12

GENERAL DESCRIPTION

Performs entry level criminal investigation work; Investigate assigned criminal activities. Perform supplementary investigation to assist prosecutors in case preparations. Make arrests and file criminal cases.

EXAMPLES OF WORK PERFORMED

Investigates all types of criminal activities and assists prosecutors in case preparation

Assists local, state, federal and out-of-state police offices in making arrests and filing criminal cases

Prepares and executes search and arrest warrants and serves subpoenas

Interviews inmates and other people to secure intelligence data and information; takes statements and confessions

Obtains evidence from police agencies and pen packet from various prison systems

Evaluates video taped interviews of children who are victims of physical/sexual abuse

Testifies in criminal trials

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year of experience in related field functioning as a law enforcement officer. Associate's degree in Law Enforcement preferred.

Knowledge, Skills, and Abilities

Excellent verbal and written communication skills are necessary

Skill is required in preparing written products and oral presentations

Ability to think logically and objectively

Ability to analyze and evaluate facts, evidence and related information

Registration, Certification, or Licensure

Texas Peace Officer certification from the Texas Commission of Law Enforcement Officer Standards and Education (TCLEOSE)

Mandatory firearms qualification and physical training

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

ADMINISTRATIVE ASSISTANT I

GRADE: 04

GENERAL DESCRIPTION

Employee performs entry-level administrative support or technical program work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, edits, and distributes correspondence, reports, forms, and documents

Maintains files and records

Performs data entry

Assists in compiling statistical data and preparing various charts, graphs, and written summaries

May receive and review forms and applications for completeness of information

May interpret and explain rules, regulations, policies, and procedures

May review applications for agency services to ensure forms are filled out completely and accurately

May review and route mail

May provide assistance answering phone calls, routing incoming calls, taking messages, greeting visitors, and directing them to the appropriate staff

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in clerical work or administrative support work; Graduation from a standard senior high school or equivalent is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to communicate effectively

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing

- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

ASSISTANT DISTRICT ATTORNEY II

GRADE: 14

GENERAL DESCRIPTION

Employee performs legal work. Work involves prosecuting and defending all manner of civil and criminal matters in various levels of trials and appellate courts and administrative forums. Work under the frequent supervision of higher level attorneys in an effort to build the knowledge, skills, and expertise necessary.

EXAMPLES OF WORK PERFORMED

Will make decisions and/or counsels with clients, victims, or police concerning the commencement of proceedings in court or related forums

May also provide written or oral legal advice to individual or governmental clients, and draft legal instruments or other written materials carrying legal implication

Appears in court and/or related forums to select juries, present and cross-examine evidence, make legal arguments, and act as an oral advocate

Drafts and files pleadings, answering motions, briefs and responses necessary to conduct litigation and/or proceedings in related forums

Investigate facts giving rise to legal issues, and bring about solutions to their clients legal problems in a variety of forums

Counsels and advises clients within bounds of confidentiality, when applicable, regarding legal issues in all phases of litigation

Identifies, locates, and prepares witnesses to present testimony effectively in court or related forums

Identifies and prepares non-testimonial forms of evidence for use in court and related forums

Conducts and/or supervises investigations and/or civil and criminal discovery proceedings

Drafts legal instruments and various documents with legal implications

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments and to impart this knowledge and skills to others in various settings

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in legal setting with prior experience in the relevant areas of law preferred. Juris Doctorate (JD) degree required. Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Ability to work efficiently and effectively in high-pressure situations

Ability to communicate effectively

Must be computer literate

Knowledge of all applicable laws and procedures

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

ASSISTANT DISTRICT ATTORNEY IV

GRADE: 18

GENERAL DESCRIPTION

Performs senior-level legal work; Work involves prosecuting and defending all manner of civil and criminal matters in various levels of trials and appellate courts and administrative forums. Work under the supervision of higher level attorneys in an effort to build the knowledge, skills, and expertise necessary for this position. Investigates and litigates various cases filed with the District Attorney's office.

EXAMPLES OF WORK PERFORMED

Will make decisions and/or counsels with clients, victims, or police concerning the commencement of proceedings in court or related forums

May also provide written or oral legal advice to individual or governmental clients, and draft legal instruments or other written materials carrying legal implication

Appears in court and/or related forums to select juries, present and cross-examine evidence, make legal arguments, and act as an oral advocate

Drafts and files pleadings, answering motions, briefs and responses necessary to conduct litigation and/or proceedings in related forums

Investigate facts giving rise to legal issues, and bring about solutions to their clients legal problems in a variety of forums

Counsels and advises clients within bounds of confidentiality, when applicable, regarding legal issues in all phases of litigation

Identifies, locates, and prepares witnesses to present testimony effectively in court or related forums

Identifies and prepares non-testimonial forms of evidence for use in court and related forums

Conducts and/or supervises investigations and/or civil and criminal discovery proceedings

Drafts legal instruments and various documents with legal implications

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments and to impart this knowledge and skills to others in various settings

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to four (3-4) years of experience as a licensed attorney. Juris Doctorate (JD) degree required. Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas. Two (2) years of experience may be substituted for one (1) year of education.

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Ability to work efficiently and effectively in high-pressure situations

Ability to communicate effectively

Able to handle all stressful situations with an even temperament and work effectively with others in achievement of tasks

Must possess advanced professional level of analytical ability and be very well versed in the art of being diplomatic and tactful in addition to the use of good judgment and common sense

Must possess necessary writing skills at a seasoned level to communicate information and directions to attorneys, detectives, police agencies and citizens

Must be computer literate

Knowledge of all applicable laws and procedures

Must have good working knowledge and understanding of penal statutes and code of criminal procedures as well as case holdings and departmental policies

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: September 30, 2011

2011
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR DA'S OFFICE

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME		Amount
FROM:			
1-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(2,019.56)
TO:			
1-1100-412-00-080-002-0- 113	CRIM DA-	REG F/T EMPLOYEES	654.28
1-1100-412-00-080-002-0- 118	CRIM DA-	AUTO ALLOWANCE	1,210.00
1-1100-412-00-080-002-0- 220	CRIM DA-	FICA	67.00
1-1100-412-00-080-002-0- 230	CRIM DA-	RETIREMENT	83.90
1-1100-412-00-080-002-0- 250	CRIM DA-	UNEMPLOYMT. COMP	4.38
		TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: To fund the prorated salaries and related fringe benefit expenditures for one (1) new Assistant DA II position, slot no. 095, grade 14 and to cover year end expenditures in auto allowance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: September 30, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for DA'S OFFICE

ACCOUNT NUMBER: 1-1281-412-00-080-012-1-XXX BORDER PROSECUTION

SUBJECT: **Intradepartmental transfer(s)**

Contact: Rosie Cantu
Ph#: 292-7025 ext 5408

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
113	REGULAR F/T EMPLOYEES	118	AUTO ALLOWANCE	$ 554.00
113	REGULAR F/T EMPLOYEES	230	RETIREMENT	$ 103.00
113	REGULAR F/T EMPLOYEES	250	UNEMPLOYMENT	$ 15.17
			TOTAL	**$ 672.17**

REASON:

TRANSFER TO FUND SALARY AND RELATED FRINGE BENEFITS FOR ONE (1) NEW ASSISTANT DA IV POSITION, SLOT NO. 3, GRADE 18. DUE TO LAPSED SALARIES WHICH ARE CURRENTLY AVAILABLE, WILL ONLY BE FUNDING A PORTION OF THE ESTIMATED YEAR EXPENDITURE; AND TO COVER YEAR END EXPENDITURES IN VARIOUS OBJECT CODES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-412-00-080-002-0

AI - 28880

CRIM DA

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY V	20	9	$102,549.00	$102,549.00	$102,549.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$108,449.00
0003	113	ASSISTANT DISTRICT ATTORNEY V	20	8	$99,745.00	$99,745.00	$99,745.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$105,645.00
0004	113	ASSISTANT DISTRICT ATTORNEY V	20	5	$91,333.00	$91,333.00	$91,333.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$97,233.00
0005	113	ASSISTANT DISTRICT ATTORNEY V	20	5	$91,333.00	$91,333.00	$91,333.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$97,233.00
0006	113	ASSISTANT DISTRICT ATTORNEY V	20	2	$82,921.00	$82,921.00	$82,921.00	$4,560.00	$0.00	$0.00	$900.00	$0.00	$88,381.00
0007	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0008	113	ASSISTANT DISTRICT ATTORNEY V	20	3	$85,725.00	$85,725.00	$86,460.00	$3,360.00	$0.00	$0.00	$900.00	$0.00	$90,720.00
0009	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$49,344.00	$49,344.00	$0.00	$0.00	$0.00	$900.00	$0.00	$50,244.00
0010	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$900.00	$0.00	$59,788.00
0011	113	ASSISTANT DISTRICT ATTORNEY IV	18	5	$78,303.00	$78,303.00	$78,303.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$84,203.00
0012	113	ASSISTANT DISTRICT ATTORNEY IV	18	3	$73,495.00	$73,495.00	$73,495.00	$1,920.00	$0.00	$0.00	$900.00	$0.00	$76,315.00
0013	113	ASSISTANT DISTRICT ATTORNEY IV	18	4	$75,899.00	$75,899.00	$76,200.00	$3,120.00	$0.00	$0.00	$900.00	$0.00	$80,220.00
0014	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$71,091.00	$71,900.00	$4,320.00	$0.00	$0.00	$900.00	$0.00	$77,120.00
0015	113	ASSISTANT DISTRICT ATTORNEY IV	18	3	$73,495.00	$73,495.00	$73,980.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$77,520.00
0016	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$71,091.00	$72,180.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$75,720.00
0017	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0018	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$71,091.00	$71,091.00	$2,160.00	$0.00	$0.00	$900.00	$0.00	$74,151.00
0019	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$66,634.00	$66,634.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$69,934.00
0020	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$60,949.00	$60,949.00	$1,200.00	$0.00	$0.00	$900.00	$0.00	$63,049.00
0021	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$900.00	$0.00	$59,788.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-412-00-080-002-0

AI - 28880

CRIM DA

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0022	113	ASSISTANT DISTRICT ATTORNEY III	16	5	$67,132.00	$63,071.00	$63,071.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$66,371.00
0023	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$67,536.00	$67,536.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$70,116.00
0024	113	ASSISTANT DISTRICT ATTORNEY II	14	3	$54,021.00	$52,600.00	$52,600.00	$0.00	$0.00	$0.00	$900.00	$0.00	$53,500.00
0026	113	ASSISTANT DISTRICT ATTORNEY III	16	4	$65,071.00	$61,043.00	$61,043.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$63,623.00
0027	113	ASSISTANT DISTRICT ATTORNEY III	16	4	$65,071.00	$61,011.00	$61,011.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$64,311.00
0028	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$59,488.00	$59,488.00	$2,160.00	$0.00	$0.00	$900.00	$0.00	$62,548.00
0029	113	ASSISTANT DISTRICT ATTORNEY III	16	4	$65,071.00	$55,935.00	$55,935.00	$960.00	$0.00	$0.00	$900.00	$0.00	$57,795.00
0030	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$55,788.00	$55,788.00	$909.46	$0.00	$0.00	$900.00	$0.00	$57,597.46
0031	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$59,015.00	$59,140.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$61,480.00
0032	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$56,896.00	$56,896.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$59,236.00
0033	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0034	113	CRIMINAL INVESTIGATOR III	16	1	$58,888.00	$54,890.00	$54,891.00	$360.00	$0.00	$0.00	$0.00	$0.00	$55,251.00
0035	113	HUMAN RESOURCES COORDINATOR IV	15	4	$60,250.00	$58,220.00	$58,220.00	$1,620.00	$0.00	$0.00	$0.00	$0.00	$59,840.00
0036	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$58,020.00	$58,100.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$60,440.00
0037	113	ASSISTANT DISTRICT ATTORNEY II	14	3	$54,021.00	$53,100.00	$53,100.00	$0.00	$0.00	$0.00	$900.00	$0.00	$54,000.00
0038	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$55,884.00	$55,884.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$58,224.00
0039	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$50,487.00	$50,487.00	$4,320.00	$0.00	$0.00	$900.00	$0.00	$55,707.00
0040	113	ASSISTANT DISTRICT ATTORNEY II	14	6	$59,322.00	$54,303.00	$54,303.00	$1,200.00	$0.00	$0.00	$900.00	$0.00	$56,403.00
0041	113	ASSISTANT DISTRICT ATTORNEY II	14	2	$52,254.00	$49,344.00	$49,344.00	$0.00	$0.00	$0.00	$900.00	$0.00	$50,244.00
0042	113	CRIMINAL INVESTIGATOR II	14	4	$55,788.00	$51,743.00	$51,743.00	$840.00	$0.00	$0.00	$3,600.00	$0.00	$56,183.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-412-00-080-002-0

AI - 28880

CRIM DA

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0043	113	ASSISTANT DISTRICT ATTORNEY II	14	4	$55,788.00	$52,944.00	$52,944.00	$960.00	$0.00	$0.00	$900.00	$0.00	$54,804.00
0044	113	ASSISTANT DISTRICT ATTORNEY II	14	5	$57,555.00	$52,575.00	$52,575.00	$1,200.00	$0.00	$0.00	$900.00	$0.00	$54,675.00
0045	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,948.00	$48,948.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,848.00
0046	113	ASSISTANT DISTRICT ATTORNEY II	14	6	$59,322.00	$54,303.00	$54,303.00	$1,200.00	$0.00	$0.00	$900.00	$0.00	$56,403.00
0047	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,816.00	$48,816.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,716.00
0048	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,876.00	$48,876.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,776.00
0049	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,952.00	$48,952.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,852.00
0050	111	CRIMINAL DISTRICT ATTORNEY				$48,654.00	$48,654.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$56,654.00
0051	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$47,352.00	$47,352.00	$0.00	$0.00	$0.00	$900.00	$0.00	$48,252.00
0052	113	ACCOUNTANT IV	14	2	$52,254.00	$47,227.00	$47,227.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$48,367.00
0053	113	CRIMINAL INVESTIGATOR I	12	5	$49,344.00	$44,908.00	$45,531.00	$300.00	$0.00	$0.00	$0.00	$0.00	$45,831.00
		DELETE ↓											
~~0054~~	~~113~~	~~CRIMINAL INVESTIGATOR I~~	~~12~~	~~4~~	~~$47,829.00~~	~~$43,319.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0055	113	EXECUTIVE ASSISTANT II	13	2	$48,383.00	$43,322.00	$43,322.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$44,522.00
0056	113	EXECUTIVE ASSISTANT I	11	5	$45,690.00	$40,742.00	$41,168.00	$1,920.00	$0.00	$0.00	$0.00	$0.00	$43,088.00
0057	113	EXECUTIVE ASSISTANT I	11	2	$41,481.00	$36,495.00	$36,582.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$37,842.00
0058	113	EXECUTIVE ASSISTANT I	11	2	$41,481.00	$36,495.00	$36,582.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$37,662.00
0059	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,465.00	$33,852.00	$540.00	$0.00	$0.00	$0.00	$0.00	$34,392.00
0060	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,465.00	$33,852.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$34,872.00
0061	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,365.00	$33,365.00	$540.00	$0.00	$0.00	$0.00	$0.00	$33,905.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-412-00-080-002-0

AI - 28880

CRIM DA

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0062	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,323.00	$33,323.00	$960.00	$0.00	$0.00	$0.00	$0.00	$34,283.00
0063	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,323.00	$33,323.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$34,523.00
0064	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,323.00	$33,323.00	$840.00	$0.00	$0.00	$0.00	$0.00	$34,163.00
0065	113	ADMINISTRATIVE ASSISTANT IV	10	1	$37,109.00	$32,122.00	$32,214.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$33,234.00
0066	113	ADMINISTRATIVE ASSISTANT II	6	1	$27,276.00	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,276.00
0067	113	ADMINISTRATIVE ASSISTANT III	8	5	$36,271.00	$31,280.00	$31,328.00	$300.00	$0.00	$0.00	$0.00	$0.00	$31,628.00
0068	113	ADMINISTRATIVE ASSISTANT III	8	4	$35,157.00	$30,221.00	$30,600.00	$660.00	$0.00	$0.00	$0.00	$0.00	$31,260.00
0069	113	CLERK II	3	1	$21,653.00	$21,653.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,000.00
0070	113	ADMINISTRATIVE ASSISTANT II	6	6	$32,051.00	$27,045.00	$27,045.00	$480.00	$0.00	$0.00	$0.00	$0.00	$27,525.00
0071	113	CLERK II	3	1	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0072	113	ADMINISTRATIVE ASSISTANT II	6	5	$31,096.00	$26,080.00	$26,080.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,560.00
0073	113	ADMINISTRATIVE ASSISTANT I	4	3	$25,021.00	$25,021.00	$25,021.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,021.00
0074	113	ADMINISTRATIVE ASSISTANT II	6	4	$30,141.00	$25,116.00	$25,116.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,116.00
0075	113	ADMINISTRATIVE ASSISTANT II	6	1	$27,276.00	$24,278.00	$24,300.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,660.00
0076	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,192.00	$24,220.00	$300.00	$0.00	$0.00	$0.00	$0.00	$24,520.00
0077	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,154.00	$24,154.00	$300.00	$0.00	$0.00	$0.00	$0.00	$24,454.00
0078	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,154.00	$24,154.00	$300.00	$0.00	$0.00	$0.00	$0.00	$24,454.00
0079	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,154.00	$24,154.00	$300.00	$0.00	$0.00	$0.00	$0.00	$24,454.00
0080	113	ADMINISTRATIVE ASSISTANT II	6	2	$28,231.00	$23,279.00	$23,500.00	$300.00	$0.00	$0.00	$0.00	$0.00	$23,800.00
0081	113	ADMINISTRATIVE ASSISTANT I	4	5	$26,657.00	$21,720.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-412-00-080-002-0

AI - 28880

CRIM DA

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0082	113	CLERK II	3	0	$20,570.00	$20,570.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,570.00
0083	113	ADMINISTRATIVE ASSISTANT I	4	3	$25,021.00	$25,021.00	$25,021.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,021.00
0084	113	CLERK II	3	1	$21,653.00	$21,653.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,000.00
0085	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0086	113	CLERK II	3	1	$21,653.00	$21,653.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,000.00
0087	113	CRIMINAL INVESTIGATOR I	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00
0088	113	CLERK II	3	1	$21,653.00	$21,653.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,000.00
0089	113	ASSISTANT DISTRICT ATTORNEY IV	18	4	$75,899.00	$75,899.00	$75,899.00	$0.00	$0.00	$0.00	$900.00	$0.00	$76,799.00
0090	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$900.00	$0.00	$59,788.00
0091	113	ASSISTANT DISTRICT ATTORNEY IV	18	1	$68,687.00	$68,687.00	$68,687.00	$3,360.00	$0.00	$0.00	$900.00	$0.00	$72,947.00
0092	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0093	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
A094	113	ASSISTANT DISTRICT ATTORNEY II	14	2	$52,254.00	$0.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
		CREATE ↓											
0095	**113**	**ASSISTANT DISTRICT ATTORNEY II**	**14**	**1**	**$50,487.00**	**$45,977.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$900.00**	**$0.00**	**$900.00**
				TOTAL	$4,706,028.00	$4,454,524.00	$4,394,974.00	$103,129.46	$0.00	$0.00	$58,400.00	$0.00	$4,556,503.46

Approval to delete one (1) full time Criminal Investigator I position, slot no. 054, grade 12 & approval to create one (1) regular full time Assistant DA II position, slot no. 095, grade 14.

Personnel action pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1223-412-00-080-007-0

AI - 28880

DA INVESTIGATION HB65

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$4,457.00	$4,457.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,457.00
0002	113	ASSISTANT DISTRICT ATTORNEY III	16	5	$67,132.00	$4,061.00	$4,061.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,061.00
0003	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$3,555.00	$3,555.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,555.00
0004	113	ASSISTANT DISTRICT ATTORNEY III	16	4	$65,071.00	$4,028.00	$4,028.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,028.00
0005	113	ASSISTANT DISTRICT ATTORNEY III	16	4	$65,071.00	$4,060.00	$4,060.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,060.00
0006	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$3,522.00	$3,522.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,522.00
0007	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$3,995.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,000.00
0008	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$4,053.00	$4,053.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,053.00
0009	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$4,990.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0010	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$5,065.00	$5,065.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,065.00
0012	113	ASSISTANT DISTRICT ATTORNEY II	14	6	$59,322.00	$5,019.00	$5,019.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,019.00
0014	113	ASSISTANT DISTRICT ATTORNEY II	14	4	$55,788.00	$2,844.00	$2,844.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,844.00
0015	113	ASSISTANT DISTRICT ATTORNEY II	14	5	$57,555.00	$4,980.00	$4,980.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,980.00
0017	113	ASSISTANT DISTRICT ATTORNEY II	14	6	$59,322.00	$5,019.00	$5,019.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,019.00
0018	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$1,671.00	$1,671.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,671.00
0019	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$1,611.00	$1,611.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,611.00
0020	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$1,535.00	$1,535.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,535.00
0021	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$3,135.00	$3,135.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,135.00
0023	113	CRIMINAL INVESTIGATOR I	12	5	$49,344.00	$4,436.00	$4,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,500.00
0024	113	CRIMINAL INVESTIGATOR III	16	1	$58,888.00	$3,998.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1223-412-00-080-007-0

AI - 28880

DA INVESTIGATION HB65

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0025	113	CRIMINAL INVESTIGATOR II	14	4	$55,788.00	$4,045.00	$4,045.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,045.00
		DELETE ↓											
~~0026~~	~~113~~	~~CRIMINAL INVESTIGATOR I~~	~~12~~	~~4~~	~~$47,829.00~~	~~$4,510.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0027	113	HUMAN RESOURCES COORDINATOR IV	15	4	$60,250.00	$2,030.00	$2,030.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,030.00
0028	113	EXECUTIVE ASSISTANT II	13	2	$48,383.00	$5,061.00	$5,061.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,061.00
0029	113	EXECUTIVE ASSISTANT I	11	5	$45,690.00	$4,948.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0030	113	EXECUTIVE ASSISTANT I	11	2	$41,481.00	$4,986.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0031	113	ADMINISTRATIVE ASSISTANT II	6	6	$32,051.00	$5,006.00	$5,006.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,006.00
0032	113	EXECUTIVE ASSISTANT I	11	2	$41,481.00	$4,986.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0033	113	ACCOUNTANT IV	14	2	$52,254.00	$5,027.00	$5,027.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,027.00
0034	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$5,043.00	$5,043.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,043.00
0035	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$4,943.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0036	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$5,085.00	$5,085.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,085.00
0037	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$5,085.00	$5,085.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,085.00
0038	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$4,943.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0039	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$5,085.00	$5,085.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,085.00
0040	113	ADMINISTRATIVE ASSISTANT IV	10	1	$37,109.00	$4,987.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0041	113	ADMINISTRATIVE ASSISTANT III	8	4	$35,157.00	$4,936.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0042	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$5,032.00	$5,032.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,032.00
0043	113	ADMINISTRATIVE ASSISTANT III	8	5	$36,271.00	$4,991.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1223-412-00-080-007-0

AI - 28880

DA INVESTIGATION HB65

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0044	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$4,994.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0045	113	ADMINISTRATIVE ASSISTANT II	6	5	$31,096.00	$5,016.00	$5,016.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,016.00
0047	113	ADMINISTRATIVE ASSISTANT I	4	5	$26,657.00	$4,937.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0048	113	ADMINISTRATIVE ASSISTANT II	6	4	$30,141.00	$5,025.00	$5,025.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,025.00
0049	113	ADMINISTRATIVE ASSISTANT II	6	1	$27,276.00	$2,998.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000.00
0050	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$5,032.00	$5,032.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,032.00
0052	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$5,032.00	$5,032.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,032.00
0053	113	ADMINISTRATIVE ASSISTANT II	6	2	$28,231.00	$4,952.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0056	113	ASSISTANT DISTRICT ATTORNEY III	16	4	$65,071.00	$9,136.00	$9,136.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,136.00
0057	113	ASSISTANT DISTRICT ATTORNEY II	14	2	$52,254.00	$52,254.00	$52,254.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,254.00
0058	114	CRIMINAL INVESTIGATOR I	12	3	$46,314.00	$23,157.00	$23,296.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,296.00
0060	113	ASSISTANT DISTRICT ATTORNEY III	16	5	$67,132.00	$7,680.00	$7,680.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,680.00
0061	113	ASSISTANT DISTRICT ATTORNEY II	14	2	$52,254.00	$2,910.00	$2,910.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,910.00
0062	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$9,544.00	$9,544.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,544.00
0063	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$1,539.00	$1,539.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,539.00
0064	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$3,100.00	$3,100.00	$50.54	$0.00	$0.00	$0.00	$0.00	$3,150.54
0065	113	ASSISTANT DISTRICT ATTORNEY II	14	3	$54,021.00	$921.00	$921.00	$0.00	$0.00	$0.00	$0.00	$0.00	$921.00
0066	113	ASSISTANT DISTRICT ATTORNEY II	14	3	$54,021.00	$1,421.00	$1,421.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,421.00
0067	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$8,401.00	$8,401.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,401.00
0068	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$2,061.00	$2,061.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,061.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1223-412-00-080-007-0

AI - 28880

DA INVESTIGATION HB65

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0069	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$2,061.00	$2,061.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,061.00
0070	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$2,061.00	$2,061.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,061.00
		CREATE ↓											$0.00
0071	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$4,510.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
				TOTAL	$3,022,672.00	$330,995.00	$327,104.00	$50.54	$0.00	$0.00	$0.00	$0.00	$327,154.54

Approval to delete one (1) full time Criminal Investigator I positon, slot no. 026, grade 12 and create one (1) regular full time Assistant District Attorney II position, slot no. 071, grade 14.

Personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1281-412-00-080-012-1

AI - 28880

DA BORDER PROSECUTION INITIATIVE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY III	16	5	$67,132.00	$59,452.00	$59,452.00	$960.00	$0.00	$0.00	$900.00	$0.00	$61,312.00
		DELETE ↓											
~~0003~~	~~113~~	~~ADMINISTRATIVE ASSISTANT I~~	~~4~~	~~0~~	~~$22,216.00~~	~~$22,216.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
		CREATE ↓											
0004	113	ASSISTANT DISTRICT ATTORNEY IV	18	1	$68,687.00	$68,687.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
				TOTAL	$135,819.00	$128,139.00	$59,452.00	$960.00	$0.00	$0.00	$1,800.00	$0.00	$62,212.00

Approval to delete one (1) full time Administrative Assistant I positon, slot no. 003, grade 4 and create one (1) regular full time Assistant District Attorney IV position, slot no. 004, grade 18.

Personnel action pending CC approval.

AI-28899 **10. B.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Jaime Longoria, County Judge's

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and Action on approval for waiving the septic tank installation permit fee ($75.00) and the septic tank final inspection fee ($60.00) for the Vallejo Subdivision Pct 3 Project

BACKGROUND

Attachments

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/30/2011 08:07 AM
Manuel Chapa	Manuel Chapa	09/30/2011 10:44 AM
Auditor's Office	Arcilia Duran	09/30/2011 01:39 PM
Dina Trevino	Merlen P. Munoz	09/30/2011 01:49 PM
Purchasing Department	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Monica Badillo Started On: 09/29/2011 04:58 PM

Final Approval Date: 09/30/2011

AI-28805 **11. A.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Juan Martinez **Submitted By:** Yolanda Orozco, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Discussion and approval of the following 2011 Interlocal Cooperation Agreement(s):

1. City of Pharr
2. City of Mission

BACKGROUND

1.) City of Pharr (1 Original Copy)
2.) City of Mission (2 Original Copies)

Fiscal Impact

FISCAL YEAR: 1 **ACCT. #:** 1-1100-422-20-300-017-0-841

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

BUDGETARY IMPACT:

City of Pharr Aid to Govt Agency account

FISCAL YEAR: 1 **ACCT. #:** 1-1100-422-20-300-014-0-841

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

BUDGETARY IMPACT:

City of Mission Aid to Govt Agency account

Attachments

2011 Pharr Contract

2011 City of Mission Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 08:09 AM
Roland Garcia	Rolando Garcia	09/29/2011 08:46 AM
Auditor's Office	Arcilia Duran	09/30/2011 02:27 PM
Purchasing Department	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Yolanda Orozco Started On: 09/26/2011 03:09 PM

Final Approval Date: 09/30/2011

Interlocal Cooperation Agreement between City of Pharr and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 6th day of September, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Pharr, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 6th day of September 2011.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on Sept. 6, 2011, and shall terminate on December 31, 2013.

1.2 After December 31, 2013, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s) **excluded** are situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire <u>excluding rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).</u>

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material

Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission excluding MVA duties (traffic Control, washdowns, patient packaging)

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider excluding immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go

through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium **excluding** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity would be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **excluding** Recovery, and or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **excluding** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

VEHICLE / COMMERCIAL VEHICLE – has the same meaning found in the Texas Transportation Code.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

COMMERCIAL VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle. (i.e. Semi Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus) **excluding** passenger vehicles privately owned for personal use (Duallys, 1 tons, Ect.)

VEHICLE FIRE (NON-COMMERCIAL) A working fire – upon arrival that involves any Passenger Type vehicle. (i.e. Personal Vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** Controlled type and or (prescribed) type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (ELECTRICAL) – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

WIRELINE INCIDENTS (NON-ELECTRICAL)- where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must remove, and or mitigate the non-emergency. Any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for it's firefighters/emergency response personnel.

3.9 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the Entity performing such services under this Agreement. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident

Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within ten (10) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within it's emergency response district, Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**

6.1.4.I. CATEGORY I. A rate of 1000.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

6.1.4.II. **CATEGORY II. A rate of 600.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **PASSENGER VEHICLE FIRE (NON-COMMERCIAL)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

6.1.4.III **CATEGORY III. A Rate of $ 425.00 per incident,** as set forth, shall apply, during the terms of this Contract for:

.1 **WASH DOWN**

.2 **BEE ATTACK**

.3 **PETROLEUM BASED INCIDENT STANDBY**

.4 **WIRELINE INCIDENTS (ELECTRICAL)**

6.1.4.IV. **CATEGORY IV.** At a rate of $ **275.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **TRAFFIC CONTROL**

.2 **LANDING ZONE**

.3 **HAZARDOUS MATERIALS (AWARENESS / OPERATIONS LEVEL)**

6.1.4.V. **CATEGORY V.** At a rate of **$125.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **FALSE ALARM CALL**

.2 **GOOD INTENT CALLS**

.3 **SERVICE CALLS**

.4 **RUBBISH FIRE(S) (AUTHORIZED / UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.5 **WIRELINE INCIDENTS (NON-ELECTRICAL)**

.6 **PALM TREE FIRE (NON-MOVING VEGITATION)**

.7 **MOTOR VEHICLE ACCIDENTS (PATIENT PACKAGING, SMR, SECURE VEHICLE)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for

reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

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

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity City of Pharr
118 S. Cage Blvd, 3rd Floor
Pharr, Texas 78577

If to County: County of Hidalgo
Ramon Garcia, County Judge
1615 S. Closner, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

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

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

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

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WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF

By: _____ **Date** 9-6-11

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form: Atlas & Hall, LLP

By: _____
Stephen L. Crain

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____
DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND:_____

MUTUAL AID: ____ GIVEN: ____ RECEIVED: ____ DEPARTMENT: _____
____ NON-APPLICABLE DEPARTMENT: _____
CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____
CALLER ADDRESS: _____ OTHER: _____ PHONE: _____
CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION:
_____
OCCUPANT NAME: _____ OWNER NAME: _____
OWNER ADDRESS:
_____
OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____
TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____
OF PERSONNEL:____ MILEAGE (ROUND TRIP):____ ADVISED COUNTY FIRE MARSHAL: YES ____ NO: ____

COMMENTS: _____

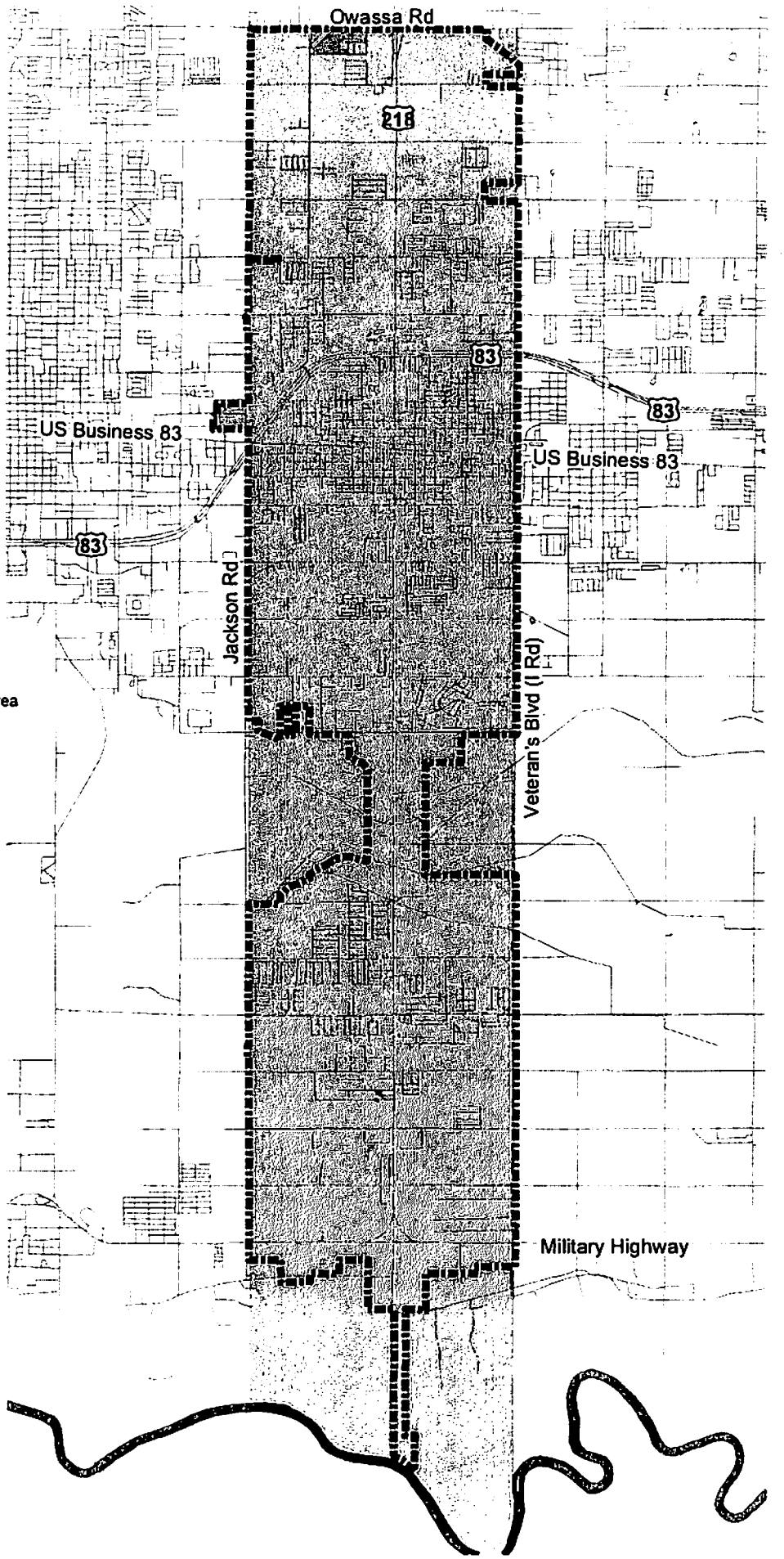
_____

_____

Incident Commander: _____ Report Prepared by: _____
ESTIMATED $ LOSS: _____ ATTEST: _____

Fire Chief
REIMBURSEMENT REQUESTED: ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00 HCFMO Approval Amount : ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00

Hidalgo County Contract 2009



N
W E
S

Legend

- Rio Grande River
- Pharr City Limit
- Pharr Response Area

Map Created on:
June 3, 2009

Pharr
All-America City
2006

0 0.3 0.6 1.2 1.8 2.4 Miles

Interlocal Cooperation Agreement between City of Mission and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 12th day of September, 2011 by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of MISSION, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 12th day of September, 2011.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on September 12, 2011 and shall terminate on December 31, 2013.

1.2 After December 31, 2013, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s) **excluded are** situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire excluding rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material

Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission excluding MVA duties (traffic Control, washdowns, patient packaging)

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider excluding immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go

through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium **excluding** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity would be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse excluding Recovery, and or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability excluding all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

VEHICLE / COMMERCIAL VEHICLE – has the same meaning found in the Texas Transportation Code.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

COMMERCIAL VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle. (i.e. Semi Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus) **excluding** passenger vehicles privately owned for personal use (Duallys, 1 tons, Ect.)

VEHICLE FIRE (NON-COMMERCIAL) A working fire – upon arrival that involves any Passenger Type vehicle. (i.e. Personal Vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** Controlled type and or (prescribed) type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (ELECTRICAL) – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

WIRELINE INCIDENTS (NON-ELECTRICAL)- where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must remove, and or mitigate the non-emergency. Any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for it's firefighters/emergency response personnel.

3.9 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the Entity performing such services under this Agreement. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident

Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within ten (10) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within it's emergency response district, Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**

6.1.4.I. **CATEGORY I. A rate of 1000.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

6.1.4.II. **CATEGORY II. A rate of 600.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **PASSENGER VEHICLE FIRE (NON-COMMERCIAL)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

6.1.4.III **CATEGORY III. A Rate of $ 425.00 per incident,** as set forth, shall apply, during the terms of this Contract for:

.1 **WASH DOWN**

.2 **BEE ATTACK**

.3 **PETROLEUM BASED INCIDENT STANDBY**

.4 **WIRELINE INCIDENTS (ELECTRICAL)**

6.1.4.IV. CATEGORY IV. At a rate of $ **275.00** per incident, as so stated, shall apply, during the term of this contract.

.1 TRAFFIC CONTROL

.2 LANDING ZONE

.3 HAZARDOUS MATERIALS (AWARENESS / OPERATIONS LEVEL)

6.1.4.V. CATEGORY V. At a rate of **$125.00** per incident, as so stated, shall apply, during the term of this contract.

.1 FALSE ALARM CALL

.2 GOOD INTENT CALLS

.3 SERVICE CALLS

.4 RUBBISH FIRE(S) (AUTHORIZED / UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)

.5 WIRELINE INCIDENTS (NON-ELECTRICAL)

.6 PALM TREE FIRE (NON-MOVING VEGITATION)

.7 MOTOR VEHICLE ACCIDENTS (PATIENT PACKAGING, SMR, SECURE VEHICLE)

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for

reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

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

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity — City of Mission
Norberto Salinas, Mayor
1201 E. 8th Street
Mission, Texas 78572

If to County: — County of Hidalgo
Ramon Garcia, County Judge
1615 S. Closner, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

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

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

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

This page left blank – will be the designated signature sheet

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF MISSION

_____ 09/14/2011

By: Norberto Salinas, Mayor **Date**

ATTEST:

Anna Carrillo

Anna Carrillo, City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form: Atlas & Hall, LLP

By: _____
Stephen L. Crain

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____
DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____
_____ NON-APPLICABLE DEPARTMENT: _____
CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____
CALLER ADDRESS: _____ OTHER: _____ PHONE: _____
CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION:
_____
OCCUPANT NAME: _____ OWNER NAME: _____
OWNER ADDRESS:
_____
OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____
TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____
OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

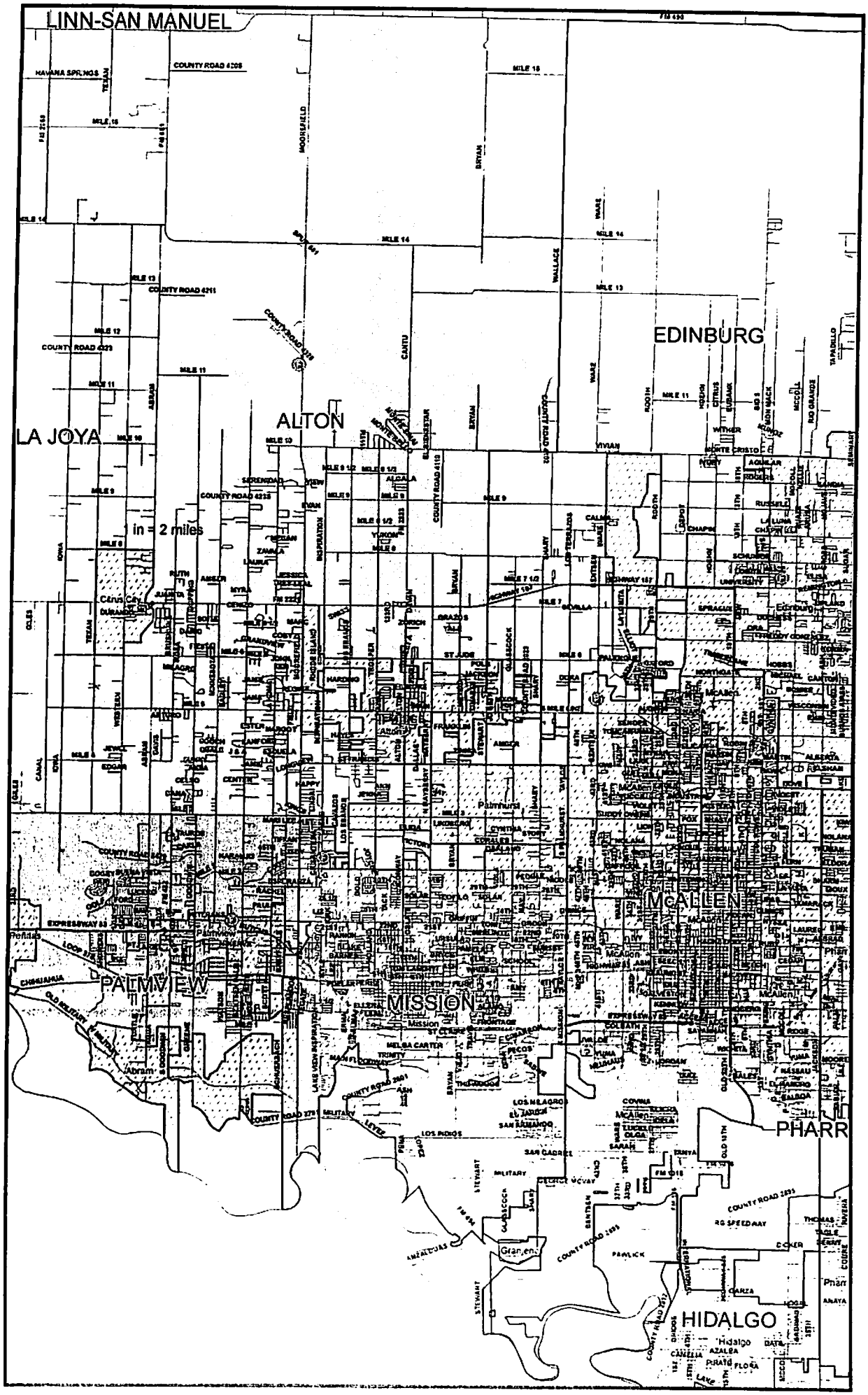
COMMENTS: _____

_____

_____

Incident Commander: _____ Report Prepared by: _____
ESTIMATED $ LOSS: _____ ATTEST: _____

	Fire Chief
REIMBURSEMENT REQUESTED: ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00	
HCFMO Approval Amount : ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00	


LINN-SAN MANUEL
EDINBURG
ALTON
LA JOYA
in = 2 miles
McALLEN
PALMVIEW
MISSION
PHARR
HIDALGO

AI-28881 **12. A.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Facilities Mgmt. **Submitted By:** Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Discussion, consideration and approval for check issuance to Milnet Architectural Services in the amount of $700.00 due to state compliance mandates for ADA site inspection at the Elections Warehouse aka (Retrofit Mechanics Warehouse).

2. Discussion, consideration and approval from Commissioners' Court to authorize the Commissioners' Court Executive Officer to sign documents as Owner Agent.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-419-40-220-001-0-431

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

BUDGETARY IMPACT:

Available funds in P.O. #663781 as of 09/29/11 are $700.00.

Attachments

backup

State of TX-Letter

Milnet Architectural

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 10:47 AM
Perla Lopez	Perla Lopez	09/29/2011 11:14 AM
Auditor's Office	Arcilia Duran	09/30/2011 03:13 PM
Dina Trevino	Merlen P. Munoz	09/30/2011 03:18 PM
Purchasing Department	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Olga Garza Started On: 09/29/2011 09:04 AM

Final Approval Date: 09/30/2011

TEXAS DEPARTMENT OF LICENSING AND REGULATION
COMPLIANCE DIVISION - ARCHITECTURAL BARRIERS
P.O. Box 12157 • Austin, Texas 78711 • (512) 539-5669 • (877) 278-0999 • FAX (512) 539-5690
architectural.barriers@license.state.tx.us • www.license.state.tx.us

OWNER AGENT DESIGNATION

In accordance with the Texas Department of Licensing and Regulation's (TDLR) Administrative Rule 68.10(10), individuals designated to act on the owner's behalf must be designated in writing.

FORM MUST BE COMPLETED IN FULL **PLEASE PRINT OR TYPE**

Project Information

1. Project Name:		2. EABPRJ #:
MEChanics shop Retrofit Mechanics warehouse		A9807346
3. Building or Facility Name:		
4. Address: 317 N. CLOSNER	Suite#: —	City: Edinburg / Zip: 78539

Owner Agent Information

5. Name:	6. Company/Firm: Hidalgo County		
7. Address: P.O. Box 1356	City: Edinburg	State: TX	Zip: 78539
8. Phone: (956)	9. Fax: (956)	10. **Email:	

Building or Facility Owner Name (Person or Entity That Holds Title to Property)

11. Name:	12. Company/Firm: Hidalgo County		
13. Address: P.O. Box 1356	City: Edinburg	State: TX	Zip: 78539
14. Phone: (956)	15. Fax: (956)	16. **Email:	

Owner's Designated Agent

If the owner chooses to designate an agent to act on the owner's behalf, per 16 Texas Administrative Code, Chapter 68, Architectural Barriers Administrative Rules 68.10(10), the owner must do so **in writing**. The Owner Agent Designation Form must accompany the Project Registration Form and/or Request for Inspection Form if an agent will be designated.

I _____ designate _____ as my agent
Owner (Print) Agent (Print)

In all responsibilities of ensuring compliance with the provisions of the Texas Architectural Barriers Act, Texas Government Code, Chapter 469.

_____ _____
Owners Signature Date

TDLR FORM 043AB 12-08 NOTE: An individual who completes and files this form with the Texas Department of Licensing and Regulation (the Dept.) is entitled to the following:
1) to be informed about the information that the Dept. collects about the individual, upon their request and subject to a few exceptions
2) to receive and review the information, under Sections 552.021 and 552.023 of the Texas Govt. Code, and
3) have the Dept.t correct information about the individual that is incorrect, under Section 559.004 of the Texas Govt. Code

**The Department will add your address to the Architectural Barriers email notification list, which automatically provides Department information on matters affecting Architectural Barriers. Your email address is confidential pursuant to the Texas Public Information Act, the Department will not share it with the public. For additional information link to: http://www.license.state.tx.us/newsletters/TDLRnotificationlists.asp

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REQUEST FOR INSPECTION

In accordance with the Texas Architectural Barriers Act, Texas Government Code, Chapter 469.105, and Administrative Rule 68.52, the owner of a building or facility subject to Chapter 469.101 of the Act shall obtain an inspection from the department, a registered accessibility specialist, or a contract provider not later than the first anniversary of the completion of construction.

The request for an inspection must be made by completing this form and submitting it to the authorized party not later than 30 calendar days after the completion of construction.

The completed Request for Inspection form must be received prior to proceeding with the inspection. Following the inspection, the owner will be advised in writing of the results.

PROJECT INFORMATION **PLEASE PRINT OR TYPE**

1. Project Name: MECHANICS SHOP Retrofit Mechanics Warehouse		2. EABPRJ #: A9807346
3. Project Address: 317 N. Closner		Suite #:
City: Edinburg, TX	County: Hidalgo	Zip: 78539

OWNER / AGENT INFORMATION (Check One)

I am ☐ the Owner (the person/entity that holds title to the property) or ☐ the Owner's Designated Agent **

**If you are not the owner, a completed Owner Agent Designation Form must accompany this form.

4. Name:	5. Company / Agency: Hidalgo County	
6. Address: P. O. Box 1356		Suite #:
City: Edinburg	State: TX	Zip: 78539
7. Phone: (956)	8. Fax:	9. **Email:
10. Signature of Owner/Designated Agent		Date

I have authorized the following to perform the inspection (Check One)

☐ **TEXAS DEPARTMENT OF LICENSING AND REGULATION**
If TDLR is authorized to perform the inspection, the Request for Inspection form must be submitted to TDLR and accompanied by the inspection fee identified in Rule 68.80. All fees received by TDLR are non-refundable.

☐ **REGISTERED ACCESSIBILITY SPECIALIST**
If a RAS is authorized to perform the inspection, the Request for Inspection form must be submitted directly to the RAS identified below. Forms and inspection fees received by TDLR will not be forwarded or refunded.

RAS Name: Rodolfo Molina			RAS # 257	
Address: 608 S. 12th ST.		City: McAllen	State: TX	Zip: 78501
Phone: (956)688-5656	Fax: (956)687-9289	Email: milnet@swbell.net		

TDLR FORM 041AB 06-10 NOTE: An individual who completes and files this form with the Texas Department of Licensing and Regulation (the Dept.) is entitled to the following:
1) to be informed about the information that the Dept. collects about the individual, upon their request and subject to a few exceptions;
2) to receive and review the information, under Sections 552.021 and 552.023 of the Texas Govt. Code; and
3) have the Dept. correct information about the individual that is incorrect, under Section 559.004 of the Texas Govt. Code.

**The Department will add your address to the Architectural Barriers email notification list, which automatically provides Department information on matters affecting Architectural Barriers. Your email address is confidential pursuant to the Texas Public Information Act, the Department will not share it with the public. For additional information link to: http://www.license.state.tx.us/newsletters/TDLRnotificationLists.asp

TEXAS DEPARTMENT OF LICENSING AND REGULATION

Compliance Division/Architectural Barriers
P. O. Box 12157 • Austin, Texas 78711 • (512) 539-5669 • (877) 278-0999
Fax (512) 539-5690 • Web site: www.license.state.tx.us

August 16, 2011

COUNTY OF HIDALGO
100 E CANO ST
EDINBURG TX 78539 4582

2:04pm

EABPRJ A9807346

RE: **MECHANICS SHOP**
RETROFIT MECHANICS WAREHOUSE
317 N CLOSNER
EDINBURG TX 78539

NOTICE

According to Texas Department of Licensing and Regulation, (TDLR), records, the project was registered through the TDLR on-line registration system, and construction for the referenced project is complete and construction costs for the project exceeded $50,000.

In accordance with the Texas Architectural Barriers Act, (TABA), Chapter 469, Sections 101 and 105, this project is required to have a plan review and a site inspection. Our purview is to ensure compliance with the Texas Accessibility Standards, (TAS).

According to department records, this project was registered through the TDLR online registration system but the required review and site inspection have not taken place. This is a violation of the law, Occupations Code, Chapter 51, Subchapter F.

This project has been issued **a final deadline of 30 calendar days** to:

1. Submit the project for review and inspection to TDLR by remitting payment with the enclosed invoices or
2. Contract with a Registered Accessibility Specialist (RAS) or
3. Provide proof that the review and inspection have already occurred.

For more information about TDLR, TAS, or fees, please visit the TDLR website at the web address noted in the letterhead or contact the department.

Sincerely,

Marsha Godeaux, Accessibility Specialist
Audit, Education and Training Division

ENC: Copy of on-line registration confirmation page
Invoice for possible fees

Frank S. Denton, Chair – Conroe, Texas
LuAnn Morgan – Midland, Texas *Fred Moses – Plano, Texas*
Mike Arismendez – Shallowater, Texas *Lilian Norman-Keeney – Taylor Lake Village, Texas*
Lewis Benavides – Oak Point, Texas *Deborah A. Yurco – Austin, Texas*

Texas Department of Licensing and Regulation
Architectural Barriers Project Registration Confirmation Page
Monday , January 26, 2009
EABPRJA9807346

PERSON FILING FORM
Name: Michael Tellez **Phone:** 956-350-3781
Person Address: 1708 Santa Ana Ave., Rancho Viejo, TX 78575
Ras Number:

Project Name: Retrofit Mechanics Warehouse
Project Address: Mechanics Shop
317 N Closner
Edinburg, TX 78539 **County:** Hidalgo

TENANT
Contact Name: **Phone:**
Contact Address:

BUILDING/FACILITY Name: Mechanics Shop
FACILITY Owner: Hidalgo County **Phone:** 956-318-2626
Owner Address: 2802 S. Bus 281, Edinburg, TX 78539
Contact Name: Martha L Salazar **Phone:**
Contact Address:

DESIGN FIRM Name: Cas Companies **Phone:** 956-350-3781
Firm Address: 1708 Santa Ana Ave., Rancho Viejo, TX 78575
Designer Name: Michael Tellez
Type of License: Other **License Number:**

PROJECT DESCRIPTION
Start Date: 01/2009 **Completion date:** 07/2009 **Estimated Cost:** $185,000.00
Type of Work: Renovation/Alteration
Type of Funds: This project involves public funds, public land, or is a state lease.
State Lease No. :
Scope of Work: Remodel
Does this building(s) have more than one level? No
Are there any elevators, escalators, or platform lifts in this building? No
Are there any boiler in this building? No

This AB Project registration Confirmation Page, construction documents, and applicable fees must be submitted in accordance with the Texas Administrative Code Chapter 68, Rule 68.51.

If TDLR will be performing the review or inspection services, see Rule 68.80.

If a RAS will be performing the review or inspection services, please contact the RAS as they set and collect their own fees, see Rule 68.75.

In accordance with Rule 68.52, the owner of a building or facility must also obtain an inspection from the department or a registered accessibility specialist not later than the first anniversary of the completion of construction. Request for inspection shall be made by completing the Request for Inspection form and submitting it no later than 30 calendar days after the completion of construction.

Register Another Project | Print This Page

Top of Page| TDLR Home Page|AB Home Page |AB Project Registration Page| Feedback

Click BACK to go to Previous Page

Purchase Order

COUNTY OF HIDALGO

PO#: 663781

DATE: 09/16/11

Needed 09-16-11

VENDOR: 393738 REQ:00202783
FAX (956)687-9289 Email:
Phone:(956)688-5656
MILNET ARCHITECTURAL SERVICES, PLLC
608 S. 12TH ST
MCALLEN TX 78501

Vendor Acct:

BUYER:
SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:
SITE: FACILITIES MANAGEMENT

Special Instructions: REQ# 891

Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	OM SERVICE IS FOR RAS (REGISTERED ACCESSIBILITY SPECIALIST) ADA PLAN REVIEW	300.00	300.00
1	EACH	OM SERVICE IS FOR RAS (REGISTERED ACCESIBILITY SPECIALIST) SITE INSPECTION (ADA INSPECTION)	400.00	400.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		700.00
		********** For Hidalgo County use only		
		1-1100-419-40-220-001-0-431 700.00		
		Approved		

Authorized by: Martha L. Salazar

393738

Milnet Architectural Services PLLC
608 S. 12th St.
McAllen, TX 78501
956-688-5656 fax 956-687-9219

Invoice No. 211033-1

INVOICE

Customer

Name	County of Hidalgo		
Address	100 E Cano St		
City	Edinburg	State TX	ZIP 78539
Phone	(956) 318-2626		

Date	9/12/2011
Proj. No.	211033
Proj. Name:	

	Description	Amount	TOTAL
	Retrofit Mechanics Warehouse		
1	ADA PLAN REVIEW	$300.00	$300.00
1	SITE INSPECTION	$400.00	$400.00

SubTotal	$700.00
Shipping & Handling	$0.00
TOTAL	$700.00

Payment Details

- ○ Cash
- ◉ Check
- ○ Credit Card

Name
CC #
Expires

Office Use Only

Please Include Invoice Number on Check

Thank You

REQ-# 891
REQ # 202783
PO - 663781

Daniel Flores

From: Oscar Garza [oscarg.garza@co.hidalgo.tx.us]
Sent: Thursday, September 15, 2011 12:01 PM
To: 'Daniel Flores'; 'Richard Sunday'
Cc: valde.guerra@co.hidalgo.tx.us; 'Roy Quintanilha'; 'Martha Salazar'; 'Darlene Betancourt'; 'Alma Ybarra'; 'Elizabeth Cano'; 'Arcy Duran'
Subject: Purchase of RAS for Elections Warehouse aka (Retrofit Mechanics Warehouse)

As per conversation with Ms. Arcy Duran and Elizabeth Cano, the requisition is to outline the following:

1. Milnet Architectural Services, PLLC
2. Req must state that this service is for RAS (Registered Accessibility Specialist) describe and attach backup documentation from TDLR and related documentation.
3. NIGP Code 918-25 under Compliance Consulting, American Disabilities Act (ADA) currently has zero expenditures.

Please make notice that check will be made payable to Milnet, Architectural Services, PLLC as identified on their W-9 Form; however note has been taken that this is for RAS Inspection for proposed building.

Please prepare the appropriate backup documentation and forward a requisition to Ms. Tanya De Lira at the earliest convenience, in the meantime the vendor bidders application is being processed by the auditors and purchasing staff.

Should you have any questions, in this regards please call us.

Thank you!

Oscar Garza, Program Coordinator
2802 So Bus. Hwy 281
Postal Maining Address
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us

292-7612 Tanya

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PROJECT INFORMATION **PLEASE PRINT OR TYPE**

1. Project Name: MECHANICS SHOP Retrofit Mechanics Warehouse		2. EABPRJ #: A-9807346
3. Project Address: 317 N. Closner		Suite #:
City: Edinburg, TX	County: Hidalgo	Zip: 78539

OWNER / AGENT INFORMATION (Check One)

I am ☐ the Owner (the person/entity that holds title to the property) or ☐ the Owner's Designated Agent **

**If you are not the owner, a completed Owner Agent Designation Form must accompany this form.

4. Name:	5. Company / Agency: Hidalgo County	
6. Address: P. O. Box 1356		Suite #:
City: Edinburg	State: TX	Zip: 78539
7. Phone: (956)	8. Fax:	9. **Email:
10. Signature of Owner/Designated Agent		Date

I have authorized the following to perform the inspection (Check One)

☐ **TEXAS DEPARTMENT OF LICENSING AND REGULATION**
If TDLR is authorized to perform the inspection, the Request for Inspection form must be submitted to TDLR and accompanied by the inspection fee identified in Rule 68.80. All fees received by TDLR are non-refundable.

☐ **REGISTERED ACCESSIBILITY SPECIALIST**
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RAS Name: Rodolfo Molina		RAS # 257	
Address: 608 S 12th ST.	City: McAllen	State: TX	Zip: 78501
Phone: (956) 688-5656	Fax: (956) 687-9289	Email: milnet@swbell.net	

TDLR FORM 041AB 06-10 NOTE: An individual who completes and files this form with the Texas Department of Licensing and Regulation (the Dept.) is entitled to the following:
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3) have the Dept. correct information about the individual that is incorrect, under Section 559.004 of the Texas Govt. Code.

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AI-28845 **13. A.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Martha L. Salazar **Submitted By:** Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Hidalgo County Elections:
Authorization to downgrade wireless device and service through the County's membership/participation with Contract: DIR-SDD-604 (Requisition # 202841) with awarded vendor VERIZON WIRELESS for the following:

Qty:	Current Plan:	Monthly Cost:	Proposed Plan:	Monthly Cost:	Notes:
85	Nationwide Talk Share 15000 Mins	$17.52 X 85 = 1,489.20	State of TX Local Digital Choice Flat Rate $3.99 + $.08 per min	$3.99 X 85 = $339.15	Cushion for the $.08 per minute used on all cell phones

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 **ACCT. #:** 1-1100-414-00-130-001-0-532

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

BUDGETARY IMPACT:

Req#202841 available for Verizon Wireless for $5,069.80

Attachments

Quote
Req 202841
List
REQ. FORM

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 08:09 AM
Roland Garcia	Rolando Garcia	09/29/2011 01:25 PM
Auditor's Office	Arcilia Duran	09/30/2011 09:33 AM
Purchasing Department	Marty Salazar	09/30/2011 12:36 PM

Form Started By: Griselda Salazar Started On: 09/28/2011 01:24 PM

Final Approval Date: 09/30/2011

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for:

Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
STATE OF TEXAS LOCAL DIGITAL CHOICE FLAT RATE $3.99 $0.08 PER MIN 0707 (REVISED COST)	85	$3.99	N/A	N/A	$339.15	$4,069.80
	0	$0.00			$0.00	$0.00
	0	$0.00	0	$0.00	$0.00	$0.00
Total					$339.15	$4,069.80

Features	# of Lines	Discounted Monthly Access			Monthly Cost	Yearly Cost
	0	$0.00			$0.00	$0.00
	0	$0.00			$0.00	$0.00
	0	$0.00			$0.00	$0.00
Total		$0.00			$0.00	$0.00

Rate Plan & Feature Estimated Yearly Cost: **$4,069.80**

Device	# of Lines	Cost per Unit	Total
			$0.00
			$0.00
			$0.00
Total	0	$0.00	$0.00

Accessory	# of Lines	Cost per Unit	Total
			$0.00
			$0.00
			$0.00
Total	0	$0.00	$0.00

Equipment Estimated Cost: **$0.00**

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please see Service Rate Plan and Calling Features below for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-604 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Serivce and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for addtional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wirless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless. Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

The prices of equipment in the attached Government Equipment Matrix have been discounted and are in effect through 12/14/11 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

Cellular Accessories: Verizon Wireless provides a variety of accessories to compliment and enhance the usefulness of the various cellular telephone models it offers. Accessories, such as cigarette light adapters, headsets and leather cases may be available at an additional charge. Verizon Wireless offers a flat **25% discount off of the retail price for accessories (excluding Apple branded accessories)**. Such discount is subject to the terms and conditions of the Verizon Wireless Pricing and Equipment Offer in this response. Equipment pricing is subject to change and availability.
For details on additional accessories available, please visit www.verizonwireless.com.

This Quotation is valid for inety (90) days from date listed on quote (except for promotional pricing whichmay expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any prupose other than to evaluate the document.

Requisition

Req # 00202841

PO #

Date: 09/19/11

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: **Mel Esparza**
956-318-2570

Contract No: **DIR-SDD-604**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-604		
		DO NOT DUPLICATE ORDER		
12.00	MONTH	State of Texas Local Digital Choice Flat Rate Plan with Verizon for the 85 lines used during Elections	339.15	4,069.80
1.00		Cushion for the $.08 per minute used on the phones	1,000.00	1,000.00
		Account No	Encumbrance	
		1-1100-414-00-130-001-0-532	5,069.80	
			Freight	.00
			Total	5,069.80
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Account# 322352571-00003
85 Lines

Phone #	ESN/MEID
(956) 587-8521	A000002361EAA3
(956) 587-8519	A000002361EB63
(956) 587-8555	A000002361F5F7
(956) 587-8553	A000002361F5EA
(956) 587-8552	A000002361F631
(956) 587-8558	A000002361F69B
(956) 587-8551	A000002361F5EE
(956) 587-8559	A000002361F630
(956) 587-8556	A000002361F5E8
(956) 587-8557	A000002361F5E5
(956) 587-8514	A000002361E9B2
(956) 587-8537	A000002361E9A6
(956) 587-8536	A000002361E99A
(956) 587-8525	A000002361E99E
(956) 587-8517	A000002361E9BA
(956) 587-8512	A000002361E961
(956) 587-8526	A000002361E9A7
(956) 587-8501	A000002361E995
(956) 587-8542	A000002361F727
(956) 587-8535	A000002361F70C
(956) 587-8538	A000002361F71C
(956) 587-8543	A000002361F741
(956) 587-8533	A000002361F6C1
(956) 587-8539	A000002361F744
(956) 587-8540	A000002361F742
(956) 587-8541	A000002361F731
(956) 587-8529	A000002361F73B
(956) 587-8523	A000002361F718
(956) 587-8522	A000002361F721
(956) 587-8531	A000002361F6A7
(956) 587-8518	A0000023818088
(956) 587-8513	A000002361F732
(956) 587-8516	A000002381807C
(956) 587-8515	A000002361F73C
(956) 587-8546	A000002381808E
(956) 587-8547	A000002381807A
(956) 587-8545	A0000023818071
(956) 587-8550	A000002381807E
(956) 587-8549	A000002381808C
(956) 587-8544	A0000023818093
(956) 587-8548	A000002361EE64
(956) 587-8554	A00000236099E1
(956) 587-8532	A000002361F63D
(956) 587-8527	A000002361F63E
(956) 587-8524	A000002361F65A
(956) 587-8528	A000002361F66B
(956) 587-8520	A000002361F63C

(956) 587-8530 A000002361F66A
(956) 587-8560 A000002361F657
(956) 587-8534 A000002361E9B3
(956) 587-8604 A000002361E689
(956) 587-8607 A000002361E535
(956) 587-8608 A000002361E671
(956) 587-8574 A000002361EC57
(956) 587-8586 A000002361EDF5
(956) 587-8575 A000002361ED08
(956) 587-8576 A000002361F420
(956) 587-8585 A000002361EE27
(956) 587-8589 A000002361EE10
(956) 587-8587 A000002361EEE3
(956) 587-8588 A000002361EE15
(956) 587-8601 A0000023817693
(956) 587-8602 A000002361FF94
(956) 587-8605 A000002361FFF5
(956) 587-8598 A0000023817545
(956) 587-8600 A00000238176E0
(956) 587-8606 A0000023817539
(956) 587-8603 A00000238176DE
(956) 587-8599 A0000023817536
(956) 587-8579 A000002361F6A8
(956) 587-8590 A000002361F86E
(956) 587-8581 A000002361F8A4
(956) 587-8580 A000002361F6BD
(956) 587-8582 A000002361F8AA
(956) 587-8583 A000002361F886
(956) 587-8578 A000002361F8AE
(956) 587-8577 A000002361F8C2
(956) 587-8596 A00000238176DD
(956) 587-8593 A000002381753F
(956) 587-8592 A00000238176C4
(956) 587-8594 A000002361FFF8
(956) 587-8591 A00000238176D0
(956) 587-8595 A000002361FF29
(956) 587-8584 A000002361FF8F
(956) 587-8597 A000002361FFFC

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☐ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☒ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☐ Data Card
- ☐ Blackberry
- ☐ Other:

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#_____ Signature:_____

Department: Elections Dept#: 130

Quantity: 85

Service: $331.15 /mo (x) 12 months = 4,061.80 Account: 1-1100-414-00-130-001-0 -532
(.08¢ per min) → cushion = $1,000

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

Requisition Total: $5,061.80 **Requisition Number:** 202841

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

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

Signature Yvonne Ramon 9/28/11
Print Name Date

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

Signature Valde Guerra 9/29/11
Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Roaming Service Plan

Commissioner's Court Action: **Commissioner's Court Date:** 10/4/11

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-28849 **13. B.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Martha L. Salazar **Submitted By:** Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Hidalgo County WIC:
Authorization to purchase wireless device and service through the County's membership/participation (CONTRACT: DIR-SDD-604, REQ # 203469) with awarded vendor VERIZON WIRELESS for the following:

Qty:	Description:	User:	Monthly Cost:	Equipment Cost:
2	Americas Choice ll 400 Natl Share	Office Use	$29.99 X 2 = $59.98 + $10.00 taxes/fees = $69.98	$0
2	Americas Choice ll 600 Share	Office Use	$42.99 X 2 = $85.98 + $10.00 taxes/fees = $95.98	$0

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1292-441-00-350-001-2-532

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

BUDGETARY IMPACT:

2012 Grant Funds will be used. Appropriation for wireless devices was approved on CC9/27/11 in the amount of $3,374.50.

Attachments

Quote
Req 203469
Request form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 08:10 AM
Erika Zamora	Erika Zamora	09/29/2011 04:10 PM
Auditor's Office	Arcilia Duran	09/30/2011 09:35 AM
Purchasing Department	Marty Salazar	09/30/2011 12:36 PM

Form Started By: Griselda Salazar Started On: 09/28/2011 02:08 PM

Final Approval Date: 09/30/2011

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County WIC Program

Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
AMERICAS CHOICE II 400 NATL SHARE3845 0308	2	$29.99	800	$0.25	$59.98	$719.76
AMERICAS CHOICE II 600 SHARE UNL PDANWIN8076 0408	2	$42.99	1,200	$0.25	$85.98	$1,031.76
	0	$0.00	0	$0.00	$0.00	$0.00
Total					$145.96	$1,751.52

Features	# of Lines	Discounted Monthly Access			Monthly Cost	Yearly Cost
	0	$0.00			$0.00	$0.00
	0	$0.00			$0.00	$0.00
	0	$0.00			$0.00	$0.00
Total		$0.00			$0.00	$0.00

Rate Plan & Feature Estimated Yearly Cost: **$1,751.52**

Device	# of Lines	Cost per Unit	Total
			$0.00
			$0.00
			$0.00
Total	0	$0.00	$0.00

Accessory	# of Lines	Cost per Unit	Total
			$0.00
			$0.00
			$0.00
Total	0	$0.00	$0.00

Equipment Estimated Cost: **$0.00**

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please see Service Rate Plan and Calling Features below for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-604 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Serivce and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for addtional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wirleess to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless. Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

The prices of equipment in the attached Government Equipment Matrix have been discounted and are in effect through 12/21/11 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardliess of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

Cellular Accessories: Verizon Wireless provides a variety of accessories to compliment and enhance the usefulness of the various cellular telephone models it offers. Accessories, such as cigarette light adapters, headsets and leather cases may be avaialble at an additional charge. Verizon Wireless offers a flat **25% discount off of the retail price for accessories (excluding Apple branded accessories)**. Such discount is subject to the terms and conditions of the Verizon Wireless Pricing and Equipment Offer in this response. Equipment pricing is subject to change and availability.
For details on additional accessories available, please visit www.verizonwireless.com.

This Quotation is valid for inety (90) days from date listed on quote (except for promotional pricing whichmay expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any prupose other than to evaluate the document.

Requisition
W.I.C. PROGRAM

Req # 00203469
PO #
Date: 09/28/11

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: **mgonzalez**
956-381-4646

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
6.00	EACH	2 wireless device for office use - 29.99x2= 59.98	59.98	359.88
6.00	EACH	2 wireless device for office use - 42.99x2= 85.98	85.98	515.88
6.00	EACH	service for 4 phones x5=20	20.00	120.00
		Account No	Encumbrance	
			Freight	.00
			Total	995.76
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID# N/A Signature:

Department: WIC Dept#: 1292

Quantity: 4

2 Service: $69.98/mo (x) 6 months = 419.88 Account: 1.1292.441.00.350.001.2 -532

2 Service: 95.98/mo (x) 6 months 575.88 Account: 292-441-00-350-001-2-532

Requisition Total: $995.76 Requisition Number: 203469

STIPEND

(1) Employee: Employee ID# Signature:

Department: Dept#:

Quantity:

Service: $____/mo (x) ____ months = ____ Account: -532

Total:

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

Norma L Longoria — Signature | Norma L. Longoria — Print Name | 9-23-11 — Date

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

Signature | Valde Guerra — Print Name | 9/26/11 — Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4 new activations

Commissioner's Court Action: **Commissioner's Court Date:** 10/4/11

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

RECEIVED BY
COUNTY AUDITOR

AI-28840 **14. A.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Nelda Olivarez **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

HIDTA Task Force (1291)/ HIDTA Ch 59 (1251):
1. Approval to redistribute the cost allocations to one (1) vacant Criminal Investigator I position, as listed below, effective 10/10/2011:

Position Title	Grade	Slot No.	Dept./ Fund	Current Cost Allocation Distribution (%)	Proposed Cost Allocation Distribution (%)
Criminal Investigator I	12	G003	HIDTA Chapter 59 (1251)	22.71%	25.08%
		G003	HIDTA Task Force (1291)	77.29%	74.92%

2. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** See Below

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

BUDGETARY IMPACT:

HIDTA TASK FORCE
1-1291-412-00-270-003-1-XXX: NO BUDGETARY IMPACT- Cost Savings

HIDTA CHAPTER 59
1-1251-412-00-270-011-0-XXX: HIDTA CH. 59 FUNDS (Lapsed funding available from three (3) vacant positions)

Attachments

PAR
Job Description
Fiscal Note
Revised salary schedules

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	09/29/2011 01:35 PM
Budget & Management	Merlen P. Munoz	09/29/2011 02:04 PM

Rosalinda Cantu	Rosie Cantu	09/30/2011 01:36 PM
Auditor's Office	Arcilia Duran	09/30/2011 02:17 PM
Purchasing Department	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Sylvia Solis Started On: 09/28/2011

Final Approval Date: 09/30/2011

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003)
HIDTA CHAPTER 59 (270-011)

DATE: 08/24/2011

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR I

CURRENT SLOT. #: G003 (270-003)
G003 (270-011)

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR I

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other REDISTRIBUTE COST ALLOCATION

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

POSITION SALARY REQUEST:

Salary Amount: **HIDTA TASK FORCE (1291)**	$	36,968.00 = 77.29% (Grade 12/ Step 4) Current Budgeted Salary	$	35,833.00 = 74.92% (Grade 12/ Step 4) Proposed Budgeted Salary	$	(1,135.00) Net Change
HIDTA CH. 59 (1251)	$	10,861.00 = 22.71% (Grade 12/ Step 4) Current Budgeted Salary	$	11,996.00= 25.08% (Grade 12/ Step 4) Proposed Budgeted Salary	$	1,135.00 Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☒	Exempt	☐
Non-Exempt	☐	Non-Exempt	☒
N/A	☐		

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

THE REDISTRIBUTION IS NECESSARY IN ORDER TO UTILIZE 100% OF HIDTA GRANT FUNDS

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 9/28/2011	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	NO
2.	HUMAN RESOURCES DIRECTOR	DATE 9/29/2011	PERSONNEL PROCEDURES COMPLETED	☑ YES	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/29/11	BUDGET PROCEDURES COMPLETED	☒ YES	NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

CRIMINAL INVESTIGATOR I

GRADE: 12

GENERAL DESCRIPTION

Performs entry level criminal investigation work; Investigate assigned criminal activities. Perform supplementary investigation to assist prosecutors in case preparations. Make arrests and file criminal cases.

EXAMPLES OF WORK PERFORMED

Investigates all types of criminal activities and assists prosecutors in case preparation

Assists local, state, federal and out-of-state police offices in making arrests and filing criminal cases

Prepares and executes search and arrest warrants and serves subpoenas

Interviews inmates and other people to secure intelligence data and information; takes statements and confessions

Obtains evidence from police agencies and pen packet from various prison systems

Evaluates video taped interviews of children who are victims of physical/sexual abuse

Testifies in criminal trials

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year of experience in related field functioning as a law enforcement officer. Associate's degree in Law Enforcement preferred.

Knowledge, Skills, and Abilities

Excellent verbal and written communication skills are necessary

Skill is required in preparing written products and oral presentations

Ability to think logically and objectively

Ability to analyze and evaluate facts, evidence and related information

Registration, Certification, or Licensure

Texas Peace Officer certification from the Texas Commission of Law Enforcement Officer Standards and Education (TCLEOSE)

Mandatory firearms qualification and physical training

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, October 04, 2011

Agenda Item: 28840

Summary of request/proposal:
HIDTA Task Force (1291)/ HIDTA Ch 59 (1251):
Approval to redistribute the cost allocations to one (1) vacant Criminal Investigator I position, as listed below, effective 10/10/2011:

HIDTA TASK FORCE(1291)

Employee No.	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1291	CRIMINAL INVESTIGATOR I	G003	113	12	4	36,968.00	35,833.00	(1,135.00)
					TOTAL:	36,968.00	35,833.00	(1,135.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1291-412-00-270-003-1-	113	HIDTA TASK FORCE-	REG F/T EMPLOYEES	($261.92)
1-1291-412-00-270-003-1-	211	HIDTA TASK FORCE-	HEALTH	$0.00
1-1291-412-00-270-003-1-	212	HIDTA TASK FORCE-	LIFE	$0.00
1-1291-412-00-270-003-1-	220	HIDTA TASK FORCE-	FICA	($20.04)
1-1291-412-00-270-003-1-	230	HIDTA TASK FORCE-	RETIREMENT	($25.14)
1-1291-412-00-270-003-1-	250	HIDTA TASK FORCE-	UNEMPLOYMENT COMP	($1.31)
1-1291-412-00-270-003-1-	260	HIDTA TASK FORCE-	WORKERS COMP	$0.00
			2011 Budgetary Impact	($308.41)

2012 Budgetary Impact: **($1,336.47)**

Possible Funding Sources: **NO BUDGETARY IMPACT/ COST SAVINGS**

HIDTA CHAPTER 59 (1251)

Employee No.	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1251	CRIMINAL INVESTIGATOR I	G003	113	12	4	10,861.00	11,996.00	1,135.00
					TOTAL:	10,861.00	11,996.00	1,135.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1251-412-00-270-011-0-	113	HIDTA CHAPTER 59 -	REG F/T EMPLOYEES	$261.92
1-1251-412-00-270-011-0-	211	HIDTA CHAPTER 59 -	HEALTH	$0.00
1-1251-412-00-270-011-0-	212	HIDTA CHAPTER 59 -	LIFE	$0.00
1-1251-412-00-270-011-0-	220	HIDTA CHAPTER 59 -	FICA	$20.04
1-1251-412-00-270-011-0-	230	HIDTA CHAPTER 59 -	RETIREMENT	$25.14
1-1251-412-00-270-011-0-	250	HIDTA CHAPTER 59 -	UNEMPLOYMENT COMP	$1.31
1-1251-412-00-270-011-0-	260	HIDTA CHAPTER 59 -	WORKERS COMP	$0.00
			2010 Budgetary Impact	$308.41

2011 Budgetary Impact: **$1,336.47**

Possible Funding Sources: **HIDTA CH. 59 FUNDS**
(LAPSED FUNDING FROM THREE (3) VACANT POSITIONS)

COMMENTS:

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

HIDTA CHAPTER 59

AI - 28840

1-1251-412-00-270-011-0

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	COMMANDER	18	4	$75,899.00	$49,200.00	$49,200.00	$505.62	$0.00	$0.00	$0.00	$0.00	$49,705.62
G002	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$52,757.00	$52,800.00	$2,671.58	$0.00	$0.00	$0.00	$0.00	$55,471.58
		REDISTRIBUTE COST ALLOCATION			→	$35,833.00							
G003	113	CRIMINAL INVESTIGATOR I	12	4	$47,829.00	~~$36,968.00~~	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G004	113	CRIMINAL INVESTIGATOR II	14	2	$52,254.00	$36,968.00	$36,968.00	$314.66	$0.00	$0.00	$0.00	$0.00	$37,282.66
G005	113	CRIMINAL INVESTIGATOR II	14	3	$54,021.00	$36,968.00	$36,968.00	$288.00	$0.00	$0.00	$0.00	$0.00	$37,256.00
G006	113	CRIMINAL INVESTIGATOR II	14	3	$54,021.00	$36,968.00	$36,968.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,968.00
G007	113	CRIMINAL INVESTIGATOR II	14	3	$54,021.00	$36,968.00	$36,968.00	$451.66	$0.00	$0.00	$0.00	$0.00	$37,419.66
G008	113	ASSISTANT COMMANDER	16	1	$58,888.00	$39,760.00	$39,760.00	$213.00	$0.00	$0.00	$0.00	$0.00	$39,973.00
G009	113	ACCOUNTANT III	12	6	$50,859.00	$35,700.00	$35,700.00	$547.51	$0.00	$0.00	$0.00	$0.00	$36,247.51
G010	113	INTELLIGENCE RESEARCH SPECIALIST	8	2	$32,929.00	$22,500.00	$22,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,500.00
G011	113	ADMINISTRATIVE ASSISTANT IV	10	3	$39,707.00	$28,200.00	$28,200.00	$512.00	$0.00	$0.00	$0.00	$0.00	$28,712.00
G012	113	ADMINISTRATIVE ASSISTANT III	8	5	$36,271.00	$25,999.00	$26,000.00	$667.00	$0.00	$0.00	$0.00	$0.00	$26,667.00
					$627,790.00	$474,789.00	$402,032.00	$6,171.03	$0.00	$0.00	$0.00	$0.00	$408,203.03

Approval to redistribute the cost allocations to one (1) vacant Criminal Investigator I position, as highlighted above, effective 10/10/2011. Personnel action pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

HIDTA TASK FORCE

AI - 28840

1-1291-412-00-270-003-1

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	COMMANDER	18	4	$75,899.00	$26,699.00	$26,699.00	$274.38	$0.00	$0.00	$0.00	$0.00	$26,973.38
G002	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$18,334.00	$18,340.00	$928.42	$0.00	$0.00	$0.00	$0.00	$19,268.42
		REDISTRIBUTE COST ALLOCATION				$11,996.00							
G003	113	CRIMINAL INVESTIGATOR I	12	4	$47,829.00	~~$10,861.00~~	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G004	113	CRIMINAL INVESTIGATOR II	14	2	$52,254.00	$15,286.00	$15,286.00	$105.34	$0.00	$0.00	$0.00	$0.00	$15,391.34
G005	113	CRIMINAL INVESTIGATOR II	14	3	$54,021.00	$17,053.00	$17,053.00	$132.00	$0.00	$0.00	$0.00	$0.00	$17,185.00
G006	113	CRIMINAL INVESTIGATOR II	14	3	$54,021.00	$17,053.00	$17,053.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,053.00
G007	113	CRIMINAL INVESTIGATOR II	14	3	$54,021.00	$17,053.00	$17,053.00	$208.34	$0.00	$0.00	$0.00	$0.00	$17,261.34
G008	113	ASSISTANT COMMANDER	16	1	$58,888.00	$19,128.00	$19,128.00	$87.00	$0.00	$0.00	$0.00	$0.00	$19,215.00
G009	113	ACCOUNTANT III	12	6	$50,859.00	$15,159.00	$15,159.00	$232.49	$0.00	$0.00	$0.00	$0.00	$15,391.49
G010	113	INTELLIGENCE RESEARCH SPECIALIST	8	2	$32,929.00	$10,429.00	$10,429.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,429.00
G011	113	ADMINISTRATIVE ASSISTANT IV	10	3	$39,707.00	$11,507.00	$11,507.00	$208.00	$0.00	$0.00	$0.00	$0.00	$11,715.00
G012	113	ADMINISTRATIVE ASSISTANT III	8	5	$36,271.00	$10,272.00	$10,272.00	$233.00	$0.00	$0.00	$0.00	$0.00	$10,505.00
G016	113	CRIMINAL INVESTIGATOR I	12	5	$49,344.00	$49,344.00	$49,344.00	$840.00	$0.00	$0.00	$0.00	$0.00	$50,184.00
G018	113	CRIMINAL INVESTIGATOR II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,487.00
G020	113	SR. DEPUTY CONSTABLE STEP III				$22,388.00	$22,388.00	$329.99	$0.00	$600.00	$0.00	$0.00	$23,317.99
G021	113	CLERK I	1	4	$20,514.00	$20,514.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G022	113	CRIMINAL INVESTIGATOR II	14	1	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G023	113	CRIMINAL INVESTIGATOR II	14	1	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
					$591,519.00	$190,558.00	$167,707.00	$2,175.97	$0.00	$0.00	$0.00	$28,840.00	$169,882.97

Approval to redistribute the cost allocations to one (1) vacant Criminal Investigator I position, as highlighted above, effective 10/10/2011. Personnel action pending CC approval.

AI-28847 **15. A.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and City of McAllen for their election to be held on November 8, 2011.

BACKGROUND

Two (2) originals of Contract for Election Service

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

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

BUDGETARY IMPACT:

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

Attachments

City of McAllen Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 02:09 PM
Roland Garcia	Rolando Garcia	09/29/2011 09:04 AM
Auditor's Office	Arcilia Duran	09/30/2011 08:37 AM
Purchasing Department	Marty Salazar	09/30/2011 10:55 AM

Form Started By: Amanda Valdez Started On: 09/28/2011 01:38 PM

Final Approval Date: 09/30/2011

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

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF MCALLEN, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on November 8, 2011.

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

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

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the November 8, 2011, election of the ENTITY (the "Election"); and

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

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

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

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered

by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on November 8, 2011, and any Runoff, if applicable.

ARTICLE II
SERVICES

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

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Procure, provide, prepare and program an Electronic Poll Book(s) per polling location with the Voter Registration Database. This includes laptop(s), insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer.

(C) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(D) Provide training for Judges/Clerks;

(E) Publicize, but not prepare, all notices and newspaper advertisements;

(F) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits; and
3) Ballot boxes and voting booths

(G) Procure early voting polling places and election day polling places, as ordered;

(H) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(I) Notify the election judges of the date, time and place of the election;

(J) Procure and pay election judges and clerks for early voting and election day voting;

(K) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(L) Procure and pay Ballot Board members ;

(M) Provide information for election officers;

(N) Provide such incidental related services as may be necessary to effect the election;

(O) Serve as the Early Voting Clerk; and

(P) Establish a Central Counting Station for the purpose of tabulating ballots.

2.02 The ENTITY shall be responsible for performing the following:

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

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

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

(D) Prepare all notices and newspaper advertisements for publication;

(E) Prepare U.S. Department of Justice pre-clearance for the election;

(F) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

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

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

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

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

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

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

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

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

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

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

ARTICLE V
TERM

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

ARTICLE VI
COST OF SERVICE AND BILLING

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

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines;
B. Third Party charge for delivery and pick-up fee for Ivotronics for Early Voting and Election Day to include fuel charge and mileage as charged by vendor;
C. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;
D. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
E. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.; and
F. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for

each ADA iVotronic.

G. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;
E. No charge for the use of magnetic card swipes, bar code scanners and Dymo printers; and

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

6.04 Payment of training for Judges and Clerks at $7.00 per hour per person;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred samples ballots at no charge with additional sample ballots at twenty cents per ballot. No charge for provisional bags, table tops if necessary, ballot box(es), Cage Kit, custom signs and flags;

6.07 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.08 Cost of judges and election workers directly from payment vouchers submitted by the ADMINISTRATOR. The ENTITY shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for clerks;

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

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

6.11 Reimbursement to the County for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which may include an additional per minute fee as charged by vendor;

6.12 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and

6.13 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the

County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

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

Mr. Richard Cortez
Mayor
P. O. Box 220
McAllen, TX 78505-0220

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

ARTICLE VII

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

ARTICLE VIII
GENERAL PROVISIONS

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

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be

held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

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

SIGNED this 9th day of September, 2011

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMON

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

CITY OF MCALLEN
ENTITY

BY: _____

PRINT: RICHARD CORTEZ

TITLE: MAYOR

ATTEST

BY: _____

PRINT: ANNETTE VILLARREAL

TITLE: CITY SECRETARY

CITY OF McALLEN
McALLEN, TEXAS

2011 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: City of McAllen Special Tax Election	**DATE: November 8, 2011**			
6.01	**Programming Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming		**$150.00**	1	$150.00
A	Additional Ballot Style(s)		**$25.00**	0	$0.00
A	Request Change on Programmed Ballot		**$10.00**	0	$0.00
B	Audio Files (Per Contest/Office/Proposition/Question File)		**$10.00**	1	$10.00
C	Audio Files (Per Candidate/Answer)		**$10.00**	2	$20.00
D	Election Media per Polling Location(s)		**$100.00**	14	$1,400.00
E	iVotronic Voting Machine(s)		**$150.00**	13	$1,950.00
F	ADA iVotronic Voting Machine(s)		**$150.00**	14	$2,100.00
G	Delivery/ Pick-up Fee (includes mileage)		**$500.00**	1	$500.00
				Total iVotronic Programming Charges	**$6,130.00**
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)		**$100.00**	13	$650.00
B	Laptop Rental (includes Bar Code Scanner/Dymo Printer)		**$150.00**	13	$975.00
C	Printer Labels (per vote)		**$0.03**	58392	$1,751.76
D	Username/Password - Per Polling Location		**$20.00**	14	$280.00
				Total Electronic Poll Book Charges	**$3,656.76**
6.03	**Poll Book**		**Price**	**Quantity**	
	Printing of Poll Book(s)			0	
				Total Poll Book Charges	**$0.00**
6.04	**Training**	**Workers**	**Price**	**Hour**	**Total**
	iVotronic scheduled trainings (per person, per hour)	70	**$7.00**	3	$735.00
				Total Training Charges	**$735.00**
6.05	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	1000	$550.00
	Election Day Combination Forms		**$0.55**	1000	$550.00
	Election Judge Kit for Early Voting (provisional bag, table top, custom sign & flags)		**$35.00**	1	$17.50
	Election Judge Kit for Election Day (provisional bag, table top, custom sign & flags)		**$35.00**	13	$227.50
	Polling Location Map(s)		**$17.00**	14	$238.00
	100 Sample ballots provided. Fee for Additional Copies of Sample Ballots		**$0.20**	200	$40.00
				Total Supplies Charges	**$1,623.00**
6.06	**Mail in Ballots Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	300	$75.00
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	2000	$800.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	300	$600.00
	Postage Mail-in-Ballots (per request)		**$0.61**	300	$183.00
				Total Mail-in Ballot Service Charges	**$1,658.00**
6.07	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		**$1,200.00**	1	$1,200.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	**$1,200.00**
6.08	**Polling Location Rental Fees**		**Price**	**Quantity**	**Total**
				0	$0.00
				Total Polling Location Rental Charges	**$0.00**
6.09	**Payroll for Election Workers**		**Price**		**Total**
	Payroll for Early Voting Employees		**$5,457.50**		$2,728.75
	Payroll for Election Day Employees		**$9,119.50**		$4,559.75
				Total Payroll Charges	**$7,288.50**
6.10	**Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board (Other Entities)		**$250.00**	1	$250.00
				Total Ballot Board Charges	**$250.00**
6.11	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		**$0.00**	1	$0.00
	Additional Canvass Reports		**$50.00**	0	$0.00
				Total Canvass Report Charges	**$0.00**
6.12	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	1	132.5	$1.19
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	4	530	$16.96
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	13	214.5	$25.10
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	52	858	$356.93
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$400.18**
6.13	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone (add'l per minute fee as charged by vendor)		**$17.52**	14	$122.64
				Total Cell Phone Charges	**$122.64**
6.14				**Subtotal**	**$23,064.08**
				Administrative Fees (10%)	**$2,306.41**
				ESTIMATED GRAND TOTAL	**$25,370.49**

AI-28822 **16. A.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Approval of Proclamation proclaiming the week of Oct 2-8, 2011 as National 4-H Week in Hidalgo County.

BACKGROUND

Attachments

National 4-H Week in Hidalgo County

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/27/2011 05:01 PM
Erika Zamora	Erika Zamora	09/29/2011 02:25 PM
Auditor's Office	Arcilia Duran	09/30/2011 08:34 AM
Purchasing Department	Marty Salazar	09/30/2011 10:49 AM

Form Started By: Nora Linda Cruz Started On: 09/27/2011 04:21 PM

Final Approval Date: 09/30/2011

PROCLAMATION

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

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

WHEREAS, 4-H in Texas claims over 850,000 Texas youth get involved in 4-H through special educational opportunities at school, in after school programs, or at neighborhood or youth centers. While youth participation in Hidalgo County's 4-H program is over 640 members in community clubs, we have over 35,000 reached through schools and after school programs. In addition. Hidalgo County has over 400 adult volunteers that help with the program; and,

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

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

NOW, THEREFORE, I Ramon Garcia, County Judge of Hidalgo, do hereby proclaim October 2-8, 2011 as National 4-H Week in Hidalgo County and urge the people to take advantage of the opportunity to become more aware of this special program which gives youth the chance to learn together and on their own as part of Hidalgo County 4-H and to join us in recognizing the unique partnership between our County and the Texas A&M University System.

_____

Ramon Garcia
Hidalgo County Judge

_____

Date

AI-28835 **17. A.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion, Approval and Appointment of One (1) Community Representative by Each Member of the Commissioners' Court, to Serve on the HCHSP Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning October 2011

BACKGROUND

Attachments

Community Reps

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 10:57 AM
Roland Garcia	Rolando Garcia	09/29/2011 08:48 AM
Auditor's Office	Arcilia Duran	09/30/2011 08:47 AM
Purchasing Department	Marty Salazar	09/30/2011 10:55 AM

Form Started By: Linda Galaviz Started On: 09/28/2011 09:30 AM

Final Approval Date: 09/30/2011

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Commissioners' Court Members

FROM: Teresa Flores, Executive Director

SUBJECT: Community Representatives Appointments

DATE: September 21, 2011

In accordance with Head Start Performance Standards and the Hidalgo County By-Laws, the Hidalgo County Commissioners' Court must nominate a Community Representative from each Precinct to serve on the Hidalgo County Head Start Policy Council annually for limited terms of **"no more than three (3) years" (By-Laws, Article 5, Section 6)**.

The current members of the Policy Council serving as Community Representatives nominated by the Grantee Board are as follows:

Grantee Board Members	Community Representatives	Years of Service
Judge Ramon Garcia	Mariolanda "Mari" Pulido	1
Joel Quintanilla, Precinct 1	Luis Solis	3
Hector "Tito" Palacios, Precinct 2	Janie Solis	3
Joe Flores, Precinct 3	Lupe Gonzalez	1
Joseph Palacios, Precinct 4	Roel Pena	3

Your nomination for the 2011-2012 service year must be placed on Commissioners' Court Agenda for official action and approval. Your attention to this matter is greatly appreciated.

Source: Policy Council By-Laws

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

Article V, Section 6. "The terms of office for all Policy Council members shall be one (1) year, Mid October to Mid October, or until the new Policy Council member is formally installed, as per Article V, Section 3, Policy Council members, Alternates and Community Representatives terms shall be limited to nor more than three (3) years. Terms shall be limited to no more than three (3) years in any combination of service, whether Alternate, Parent Representative or Community Representative and terms need not be held in consecutive years."

AI-28818 **18. A.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

Requesting approval to accept the attached FY2012 Multi-year Discretionary Grant award in the amount of $243,033.57 from the Texas Indigent Defense Commission, for the period of 10/1/2011 TO 09/30/2012. “The Statement of Grant Award was duly executed by Judge Fred Garza, Authorized Official in accordance with the 2012 Hidalgo County Resolution Indigent Defense Discretionary Grant Program dated February 22, 2011. Therefore, due to a time-sensitive deadline, the grant award has already been sent to the Texas Indigent Defense Commission.”

BACKGROUND

Reference: Resolution to submitt grant request AI# 25416 2-22-11

Appropriation, Certification of Revenues, and salary items will be submitted to CC at a later date.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval to accept the grant award.
There is a county match

Year	Grant	County match
1	80%	20%
2	60%	40%
3	40%	60%
4	20%	80%

First Year grant award $243,033
First year County match of $60,758
Funding source--> Countywide General Fund $20,758 (1-1100-415-00-115-002-0-899) & In Reserve $40,000 JE#11003

Attachments

award letter

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/27/2011 02:37 PM
Sylvia Solis	Sylvia Solis	09/28/2011 10:50 AM
Budget & Management	Merlen P. Munoz	09/28/2011 10:53 AM
Manuel Chapa	Manuel Chapa	09/29/2011 02:13 PM
Rosalinda Cantu	Rosie Cantu	09/29/2011 04:00 PM
Auditor's Office	Arcilia Duran	09/30/2011 09:10 AM
Purchasing Department	Marty Salazar	09/30/2011 10:49 AM

Form Started By: Patti Loya Started On: 09/27/2011 02:10 PM

Final Approval Date: 09/30/2011

TEXAS INDIGENT DEFENSE COMMISSION

205 West 14th Street, Suite 700 Tom C. Clark Building (512)936-6994
P.O. Box 12066, Austin, Texas 78711-2066 Fax: (512)475-3450

CHAIR:
THE HONORABLE SHARON KELLER
Presiding Judge, Court of Criminal Appeals

VICE CHAIR:
THE HONORABLE OLEN UNDERWOOD

DIRECTOR:
MR. JAMES D. BETHKE

September 9, 2011

The Honorable Fred Garza
Hidalgo County Court at Law Judge
Via E-mail: fred.garza@co.hidalgo.tx.us

Dear Judge Garza:
I am pleased to inform you that the Texas Indigent Defense Commission has awarded Hidalgo County a FY2012 Multi-year Discretionary Grant in the amount of **$243,033** in response to your application titled "***Hidalgo County Public Defender's Office - Juvenile Section.***" Your Statement of Grant Award for fiscal year 2012 is attached. Please sign and return via fax the first two pages of the Statement of Grant Award to fax number 512-475-3450 on or before **October 7, 2011**. You do not need to mail a copy.

Congratulations to Hidalgo County on taking the lead in Texas by developing this new indigent defense program. If you have any questions or need clarification on the information contained in this letter or attached Statement of Grant Award, please contact Bryan Wilson, the Commission Grants Administrator at (512) 936-6996.

Sincerely,

Sharon Keller
Chair, Texas Indigent Defense Commission
Presiding Judge, Court of Criminal Appeals

Copy: Program Director Jaime Gonzales; jimmy.gonzalez@co.hidalgo.tx.us
The Honorable Ramon Garcia; yolanda.chapa@co.hidalgo.tx.us
County Auditor Raymundo Eufracio, ray.eufracio@auditor.co.hidalgo.tx.us

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September 9, 2011

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Hidalgo County Court at Law Judge
Via E-mail: fred.garza@co.hidalgo.tx.us

Dear Judge Garza:
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Presiding Judge, Court of Criminal Appeals

Copy: Program Director Jaime Gonzales; jimmy.gonzalez@co.hidalgo.tx.us
The Honorable Ramon Garcia; yolanda.chapa@co.hidalgo.tx.us
County Auditor Raymundo Eufracio, ray.eufracio@auditor.co.hidalgo.tx.us

Texas Indigent Defense Commission
Statement of Grant Award
FY2012 Discretionary Grant

Grant Number:	212-12-D09
Grantee Name:	Hidalgo County
Program Title:	Hidalgo County Public Defender's Office - Juvenile Section
Grant Period:	10/1/2011-9/30/2012
Grant Award Amount:	$243,033

The Texas Indigent Defense Commission (TIDC or Commission) has awarded the above-referenced grant to Hidalgo County for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission by **October 1, 2011**. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

Direct Costs:	
1) Personnel (Total Number of FTEs: 4)	**$163,205**
2) Fringe Benefits	**$43,477**
3) Travel and Training	**$4,143**
4) Equipment	**$14,910**
5) Supplies	**$3,500**
6) Contract Services	**$54,556**
7) Indirect Costs	**$20,000**
Total Proposed Costs	**$303,791**
Less Cash from Other Sources	**$60,758**
Total Amount Funded by Commission	**$243,033**

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued on October 15, 2010, including the rules and documents adopted by reference in the Commission on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Required Conditions and Report" contained in Attachment A.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.

- The Judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award and submit it to the Commission by December 31, 2011.

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below:

_____

Signature of Authorized Official

_____

Name & Title (must print or type)

_____

Date

Attachment A

Required Conditions and Reports

Method of Calculation

The budget on the Statement of Grant Award was developed under the assumptions that the grant be based on a twelve month period. The schedule is intended to provide the county twelve months of funds at each of the original agreed upon funding levels less start-up costs. If the county has a delayed start in the beginning year (FY2012), it may necessitate an adjustment in future years to allow the county to fully expend grant funds. The intention is to follow a declining schedule of 80% in the first year; then, 60% in the second year; then, 40% in the third year; and, finally, 20% in the year of TIDC support. The grants will remain on a fiscal year (October to September), but future awards will reflect any needed modifications to implement this policy.

Program Requirements

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program (Note: if the county contracts the public defender office to a non-profit corporation or governmental entity then they will ensure the following are performed):

- The County will operate a Public Defender's Office as defined in Article 26.044 of the Texas Code of Criminal Procedure as amended by the 82nd Legislature. If a non-profit corporation is selected by the County to operate the public defender's office, the Contract must require the non-profit corporation to maintain at least one person in the office locally to serve as Chief Public Defender who meets the qualifications set forth in Article 26.044 (f) to supervise and manage the operation of the office and provide direct representation.

- The county will submit reports to obtain reimbursement of expended funds based on actual expenditures. The reimbursements will be proportional to the county's required match.

- This grant requires quarterly progress reports to provide information on the effectiveness of the program. The Commission grants administrator will construct an on-line progress report that best reflects the actual work performed in this program and is consistent with the FY2012 application listed below as edited and agreed to. The county will be able to request modifications to the on-line report when the performance measures are determined to not accurately reflect the work performed.

- The county must continue the Oversight Board to supervise the operation of this program. The county will submit a written policy on how the members are to be selected.

- The county or its designee must maintain a written policy that includes caseload standards for each attorney and for the general operation of this program. In developing caseload standards, nationally recognized standards and standards used by other states shall be taken into consideration (such as National Advisory Commission on Criminal Justice Standards and Goals). The written policy for caseload standards should be provided to the Commission staff along with the first quarterly progress report. The caseload standard policy should require the Chief Public Defender to review actual caseloads at least quarterly. The Chief Public Defender may make overrides or under-rides based on overall complexity of cases, overall type of cases, attorney experience, support staff experience, court needs, available technology to augment services, or other factors that affect the delivery of services. The Chief Public Defender must notify the program's Oversight Board in writing if an exception to the caseload standards is authorized.

- The county or its designee must provide to the Commission staff the minimum job requirements and a full job description of the FTE positions specified under this project before positions are publicly posted. The posting must meet the Hidalgo County Juvenile Board Indigent Defense Plan Minimum Attorney Qualifications for all levels of cases.

- The survey required in the Evaluation section of the FY2012 application listed below should be conducted during the 2nd and 4th years of operation of the program. The county must summarize the results received back from the participants of the survey and discuss any improvements made to the

program. The analysis of the survey results in the 4th year must compare the findings between the two survey events. The county must provide the Commission with a copy of the analyses (not the unanalyzed survey responses).

— A draft of the Policies and Procedures Manual required in the Methodology section of the FY2012 application listed below should be provided to the Commission staff along with the 2nd quarterly progress report. A final version of the Policies and Procedures Manual shall be completed and delivered to the Commission staff along with the Final Progress Report for FY2012.

— Equipment costs listed in the first year start-up budget will not be carried forward into subsequent years of funding. If the County selects a non-profit corporation the proposal and contract must include the method for funding equipment to operate the Public Defender Office.

2012 Hidalgo County Resolution
Indigent Defense Discretionary Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 71.062 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Task Force on Indigent Defense to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hidalgo County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hidalgo County Commissioners assures that the funds will be returned in full to the Task Force on Indigent Defense.

NOW THEREFORE, BE IT RESOLVED and ordered that Fred Garza is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Discretionary Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Jaime E Gonzalez is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this 22nd day of February, 2011.

Ramon Garcia
County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 2/22/11

Attest:

County Clerk

Note: This Required Resolution is to obtain grant funds. Please do not alter it other than to fill in the optional spaces. Please direct request to alter to the Task Forceâ€™s Special Counsel.

Internet Submission Form

After submitting the discretionary grant application on-line, the following Internet submission confirmation number was received #D201210820110216. This grant application submission was in accordance with the Commissioners Court Resolution above.

Fred Garza
Authorized Official

Texas Indigent Defense Commission
Statement of Grant Award
FY2012 Discretionary Grant

Grant Number:	212-12-D09
Grantee Name:	Hidalgo County
Program Title:	Hidalgo County Public Defender's Office - Juvenile Section
Grant Period:	10/1/2011-9/30/2012
Grant Award Amount:	$243,033

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- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Required Conditions and Report" contained in Attachment A.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.

- The Judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award and submit it to the Commission by December 31, 2011.

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below:

Signature of Authorized Official

Judge Fred Garza

Name & Title (must print or type)

9-26-11

Date

2011 Hidalgo County Discretionary Grant Application Narrative

(Multi-Year Grant)

Modified 2012 Hidalgo County Discretionary Grant Application Narrative

(Multi-Year Grant)

NOTE: The term "Defendant" was removed and replaced with "Respondent" without notation.

a. Application Form

Counties Represented: **Hidalgo**

Fiscal Year: **2012**

State Payee Identification Number: **74-6000717**

Division To Administer Grant: **Hidalgo County Auditor's Office**

Program Title: **Hidalgo County Public Defender's Office - Juvenile Section**

Requested Grant Amount: **$243,033.57**

Financial Officer: **Raymundo Eufracio**

Program Director: **Jaime E Gonzalez**

Mailing Address: **1615 South Closner, Suite J; Edinburg, TX 78539**

b. Introduction (Executive Summary)

Hidalgo County seeks to improve the quality of representation to juvenile indigent respondents by establishing a juvenile section within the Hidalgo County Public Defender's Office (HCPDO). Established HCPDO procedures will ensure that juvenile respondents, appointed via the county's indigent defense office or via the bench, will be contacted within 24 hours of receiving screening information. Assistant public defenders will appear with juvenile respondents at every court hearing until charges are disposed. Providing juvenile respondents with consistent, accountable, legal representation throughout the criminal justice process will ultimately lead to increased productivity and efficiency, thereby saving the county money.

c. Problem Statement

The stakeholders in the Hidalgo County criminal justice system are focused on the inability of the current system to adequately address the legal needs of juvenile indigent respondents. Deficiencies within the system range from the absence of attorney-client contact with juvenile respondents in custody, lack of appearances in court by appointed attorneys, lack of qualified court-appointed attorneys, timely submission and filing of criminal charges, and the rising cost of court appointed attorney vouchers. As a possible solution, a public defender's office- juvenile section would be instrumental in alleviating the problems of indigent juvenile respondents.

One of the biggest problems concerning the current system is the significant amount of money it takes to operate. Specifically, in 2010 there were 1,208 juvenile cases filed in the 449th District Court. With an estimated 91 percent of those cases having court-appointed counsel, the total amount of vouchers submitted to the county's auditor's office for that court totaled 1,110 at an average cost per case of $542.37. The public defender's office plans to absorb up to 600 of those juvenile cases, at an estimated savings to the county of $325,422.00.

A public defender's office - juvenile section is necessary to provide proactive, quality representation to juvenile indigent offenders in Hidalgo County at a reasonable cost. Additionally, the other legal issues of lack of court appearances, skilled attorneys, and the filing of timely criminal charges will be overseen by the current policies and procedures in place with the Hidalgo County Public Defender's Office.

d. Objectives

In order to minimize the problems stated previously, the following specific objectives have been formulated:

Objective 1: Establish a fully functional juvenile section to the Hidalgo County Public Defender's Office to represent juvenile indigent respondents charged with criminal offenses in Hidalgo County by November 1, 2011.

Objective 2: The Hidalgo County Indigent Defense Office shall appoint to the juvenile public defender's office at

least 50% of the total juveniles meeting financial eligibility - within 24 hours of booking at the Hidalgo County juvenile detention center.
Objective 3: The Hidalgo County Public Defender's Office shall provide juvenile indigent respondents with qualified juvenile public defenders that are currently licensed and in good standing with the State Bar of Texas, and that exhibit proficiency and commitment to providing quality representation to juvenile respondent - ongoing.
Objective 4: Juvenile public defenders will meet the required 6 hours a year of continuing legal education in courses related to juvenile criminal law as recognized by the State Bar of Texas -ongoing.
Objective 5: Juvenile public defenders are to make contact with their appointed juvenile respondents no later than the end of the first working day after the date on which the attorney is appointed and will interview the juvenile respondent as soon as practicable after the attorney is appointed - within 24 hours of appointment.
Objective 6: Juvenile public defenders are to make contact with the juvenile respondent's family to ~~determine if bond can be made to~~ secure immediate release of the respondent- within 24 hours of initial visit with respondent where appropriate.
~~**Objective 7: Juvenile public defenders are to file writs of habeas corpus to request bond reductions for juvenile defendants to secure immediate release from custody - within 24 hours of initial contact.**~~
Objective 8: Juvenile public defenders are to contact the arresting agency to push for immediate submission of offense reports with the district attorney's office to expedite the filing and disposition of cases - ongoing.
Objective 9: Juvenile public defenders are to contact court staff when criminal charges are formally placed on juvenile respondents to request immediate hearing dates to expedite the disposition of cases - ongoing.
Objective 10: Conduct a survey of judges to determine the opinion of the quality of representation by juvenile public defenders - annually.
Objective 11: Reduce the average number of days juvenile offenders are spending in the Hidalgo County juvenile detention center - ongoing.
Objective 12: Reduce the amount of funds paid out for court appointed attorneys on juvenile cases - ongoing.
Objective 13: Reduce the amount of days from appointment to disposition for juvenile respondents appointed to the juvenile public defender's office - ongoing.
Objective 14: Provide quality representation to indigent juvenile respondents - ongoing.
Objective 15: Act as a resource to the local defense bar to raise the level of juvenile representation for all respondents requesting court appointed representation.

e. Methodology or Project Design (Activities)

1) Immediately upon notice that the county has been awarded the grant, an advisory oversight board (Oversight Board) will be created to oversee the formation of the public defender's office - juvenile section. The Oversight Board will consist of a representative from the Hidalgo County Board of Judges, Hidalgo County Judge's Office, Hidalgo County Commissioner's Court, and a member of the local defensive bar. The Oversight Board will be responsible for advising and approving internal office policies and procedures to govern the office, including polices prescribing the methods of intake and referral or cases from the courts.
2) The Hidalgo County Chief Public Defender, by incorporating established office policies from the HCPDO and the Travis County Juvenile Public Defender's Office, shall develop internal policies and procedures to be approved by the Oversight Board no later than September 1, 2011.
3) The Hidalgo County Public Defender's Office currently has in use a case management system called Defender Data. Defender Data provides attorneys the ability to write case notes, attach written, audio and video work product to specific case files, and assists in tracking motion and trial deadlines. Defender Data also has the ability to track case appointments, dispositions, hours worked per case, etc . . . that demonstrates the productivity and cost effectiveness of the Hidalgo County Public Defender's Office. Defender Data will be modified and expanded to allow for similar uses within the juvenile section no later than September 1, 2011.
4) The Hidalgo County Chief Public Defender shall meet with public defenders from other Texas counties operating a juvenile public defender's office to research on office procedures, troubleshooting future problems that may arise and to borrow established pre-trial/ trial motions, case law and briefs for its

personal juvenile law bank by September 1, 2011.

5) The HCPDO - Juvenile section will supplement the current attorney appointment wheel rotation system at a rate determined by vote of the district and statutory county courts. A written policy will be developed that includes caseload standards for each attorney. In developing caseload standards, nationally recognized standards and standards used by the other states shall be taken into consideration. The policy on the caseload standard must require the Chief Public Defender to review caseload status at least quarterly.
6) The Chief Public Defender shall ensure the acquisition of vacant office space adjacent to the HCPDO, so that the juvenile section will have adequate space to perform its duties no later than October 1, 2011.
7) The Chief Public Defender shall purchase all necessary equipment and office supplies to ensure that the juvenile section is fully operational by November 1, 2011.
8) The Chief Public Defender shall hire needed assistant juvenile public defenders and staff so that they can begin employment on or about December 1, 2011.
9) The HCPDO - Juvenile section shall begin accepting juvenile case appointments no later that December 1, 2011, and provide quality defense services in those cases as needed.
10) The Chief Public Defender shall provide quarterly written status updates to the Oversight Board beginning in January 2012 detailing the number of cases assigned to the office (total and active), the dispositions of any cases assigned to the office, status of staffing in the office, and any other relevant information.

f. Evaluation

TASK	DEFINITION	MEASURE
Establish Oversight Board	Representatives from Board of Judges, County Judge's Office, County Commissioner's Court, and a local member of the defense bar	Report the date of the first oversight board meeting. E-mail to Commission any resolutions that establish the oversight board or define its role. E-mail names and contact information of committee members.
Job Descriptions completed	Job descriptions for each position in the office will be completed using Hidalgo County's existing HR process.	Date approved by Oversight Board.
Staff Hired	(2) assistant juvenile public defenders and an administrative assistant	Report indicating when each position is filled.
Software Setup	Setup case management and monitoring system	Date software is functional.
Policy and Procedures complete and training to staff	A policy and procedure manual to identify basic office procedures, how the office will function and various staff roles	Date manual distributed to staff and staff trained.
Office Setup	The Oversight Board and HCPDO will make assessments of office needs and select sites for the office through normal county processes. County will purchase with grant funds, the equipment, software, and supplies to operate office.	Report date office set-up is completed.
Performance Measures Method	Establish method to collect data for referrals and performance measures. Identify and create standard reports for quick submission to Commission.	Report the date the performance measure tracking method is complete.
Commence representation	The PD office receives referrals of	Report the date the first

	cases from Hidalgo County Indigent Defense Office and/or from courts.	respondent's case is accepted.
OUTPUTS		
Department Caseload	The number of active cases assigned to the HCPDO - juvenile section on the last business day of each month.	Monthly report detailing the department caseload.
Department Cases Disposed	The total number of cases closed during each month.	Monthly report detailing the number of disposed cases.
Average Caseload Summary	The department caseload divided by the number of attorneys assigned by the PD on the last business day of each month.	Report average caseload for all attorneys by month.
Average Cost per Case by PDO	The annual budget for the PDO - juvenile section, plus attorneys fees, divided by the annual disposed cases.	Report the average cost per case by year.
Percentage of total juvenile cases filed that are assigned to the PDO	The number of cases assigned annually to the PDO divided by the total number of juvenile cases filed	Report the percentage of cases assigned to the PDO Report the number of cases that were conflicts or that retained private counsel
Average cost per case by assigned counsel	For any cases assigned outside of the PDO, the total cost for counsel divided by the number of cases disposed by those private counsel.	Report the average cost per case by year.
OUTCOMES		
Days from appointment to first contact with respondent	The number of days from the date the order of appointment is received until a personal visit is made with the respondent	Report the average number of days between receipt of the order of appointment to the personal visit with respondent. Report the number of cases where the initial visit is made more than 24 hours after the order of appointment is received.
Length of time between arrest and resolution of cases	The number of days between the arrest of the respondent and the disposition of the case assigned to the office; the number of days between the arrest of the respondent and release from jail	Report the number of days between arrest and resolution of case for each respondent, as well as the average length of time for all cases. Report the number of days between arrest and release from jail, as well as the average length of time for all cases.
Type of disposition of cases	The type of disposition (dismissal, guilty plea or jury trial) in each case assigned to PDO.	Report the number of: 1) dismissals; 2) guilty pleas pursuant to a plea agreement; 3) pre-trial diversion

		dismissals; 4) failure to appear warrants; 5) jury trials
Types of convictions	The type of conviction handed down in each case (if found guilty) assigned to the PDO.	Report the number of cases where the respondent was convicted. Report the number of cases where a respondent was convicted for a lesser offense.
Acquittals	Cases assigned to the office where the jury finds the respondent not guilty at guilt/innocence.	Report the numbers of cases where a respondent was found not guilty of any offense.
Type of Sentence	The type of sentence handed down in each case assigned to the office.	Report the sentence for each case assigned to the private defender where a sentence is imposed.
Survey of stakeholders	Create a simple survey to be given to judges in Hidalgo county. The survey should be conducted at the beginning of the grant period prior to services and annually thereafter. The survey should address the overall impressions of the quality of juvenile services from the PDO and from the private bar, as well as the financial impacts of such a case. Create a user survey to be distributed to clients of the office to gauge the overall satisfaction with representation.	Report any change between the pretest and post-test, as well as annual changes. Report level of client satisfaction with PDO representation.
Cooperate with Commission staff on other measures necessary to show an effective office.		To be determined.

g. Future Funding

Assuming that the office proves effective, Hidalgo County will attempt to continue funding the office out of general revenue after the grant period expires, in accordance with state law. In addition, assuming the success of the HCPDO juvenile section, Hidalgo County will explore increasing the percentage of cases assigned to the HCPDO via the juvenile wheel and will seek to expand the office to include all indigent defense cases.

h. Budget Narrative and Budget Form

Juvenile Public Defender III	58,888.00	16.00	1	14,079.62	72,967.62
Juvenile Public Defender II	50,487.00	14.00	1	12,588.45	63,075.45
Intake Officer	31,025.62	8.00	0/1	9,134.05	40,159.67
Administrative Asst. I	22,804.99	4.00	0/1	7,674.89	30,479.88
Total Salaries	163,205.61			43,477.01	206,682.62

(2) Attorneys	15 CLE Hours	2,000.00

Intake Officer	Juvenile Training	1,500.00
Total		3,500.00
Office Desk	Four (4)	3,500.00
File Cabinets	Three (3)	900.00
Executive Chair	Three (3)	900.00
Secretarial Chair	One (1)	250.00
Desktop Computer	~~Four (4)~~ Two (2)	4,800.00
Laptop Computer	Two (2)	2,200.00
Guest Chairs	Clients Chairs (6)	1,200.00
Telephone	Four (4)	960.00
Telephone Extensions		200.00
Total		14,910.00
Office Supplies	General Office Supplies: Copy paper, Legal pads, file folders, pens, pencils, tape dispenser, staplers, tape, staples, hole puncher, scanner, etc.	3,500.00
Total		3,500.00
Lexus Nexis		3,888.00
Xerox Corporation		2,638.08
Water Dispenser		30.00
Office Lease		48,000.00
Total		54,556.08
~~Indirect Cost 10%~~		~~20,668.26~~
~~Total~~		~~20,668.26~~
~~County Match~~ ~~Year 1 - 20%~~		~~60,763.39~~
~~Total less County Match~~		~~(60,763.39)~~

Personnel Costs		$206,682.62
FTE's	4.00	
Salary	$163,205	
Fringe Benefits	$43,477	
Travel and Training		$4,143
Equipment		$14,910
Supplies		$3,500
Contract Services		$54,556
Indirect		$20,000

Total		$303,791
Required County Match		$60,758
Total less County Match		$243,033

Timeline for Reporting and Fund Distribution

Reports will be submitted on-line over the Internet.

Reporting Period	Type Report Due	Date Report Due	Fund Distribution Date
October 2011 through December 2011	Budget Status Report Progress report	January 16, 2012	January 2012
January 2012 through March 2012	Budget Status Report Progress report	April 16, 2012	April 2012
April 2012 through June 2012	Budget Status Report Progress report	July 16, 2012	July 2012
July 2012 through September 2012	FINAL Expense Report Final Progress Report and Conclusion. Delivery of Final Product and Demonstration	November 15, 2012	November 2012

AI-28813 **18. B.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

Discussion, consideration, and creation of an Advisory Board for the Public Defender's Office - Juvenile Section and appointment of Board Members.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/27/2011 10:13 AM
Sylvia Solis	Sylvia Solis	09/28/2011 10:52 AM
Budget & Management	Merlen P. Munoz	09/28/2011 10:54 AM
Manuel Chapa	Manuel Chapa	09/29/2011 02:12 PM
Auditor's Office	Arcilia Duran	09/30/2011 09:50 AM
Dina Trevino	Merlen P. Munoz	09/30/2011 09:52 AM
Purchasing Department	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Patti Loya Started On: 09/27/2011 10:05 AM

Final Approval Date: 09/30/2011

AI-28825 **18. C.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

Requesting approval to reimburse employee Jaime E. Gonzalez (Emp. #120227) for the purchase of office supplies in the amount of $30.30, with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-412-30-085-003-0-601

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

BUDGETARY IMPACT:

Funds available as of 09/29/2011. Refer to req #00203380.

Attachments

Reimbursement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/27/2011 05:01 PM
Sylvia Solis	Sylvia Solis	09/29/2011 09:53 AM
Auditor's Office	Arcilia Duran	09/30/2011 09:55 AM
Purchasing Department	Marty Salazar	09/30/2011 02:04 PM
Purchasing Department	Marty Salazar	09/30/2011 02:04 PM

Form Started By: Patti Loya Started On: 09/27/2011 04:50 PM

Final Approval Date: 09/30/2011

STAPLES

that was easy.

Low prices. Every item. Every day.
1606 West University Drive
Edinburg, TX 78539
(956) 287-1415

SALE 1171602 1 003 60223
1037 09/20/11 08:21

****

YOUR OPINION COUNTS AND WILL BE REVIEWED
BY THIS STORE'S MANAGER!

Please take a short survey
and be entered into a monthly drawing
for a $5,000 Staples gift card.
NO PURCHASE NECESSARY.
Log on to www.StaplesCares.com
or call 1-800-881-1723
Your survey code: 0100 5297 0252 0529
See store for rules.
Survey code expires 09/27/2011.
***Tome nuestra encuesta en Español en
la página de Internet o por telefono.
Consiga las reglas en la tienda.***

****

QTY SKU	PRICE
1 INSTANT EASEL BLAC	
034138290002	27.99
SUBTOTAL	27.99
Standard Tax 8.25%	2.31
TOTAL	$30.30
Debit Tender:	30.30
Card No.: XXXXXXXXXXX4991 [S]	
Auth No.: 160466	
Cash Back Change:	20.00
Total Debited From Account	50.30

TOTAL ITEMS 1

Compare and Save
with Staples-brand products.

THANK YOU FOR SHOPPING AT STAPLES !

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
160466	9/20/2011	30.30	STAPLES
TOTAL		30.30	

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

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

SIGNATURE: _____

TITLE: **CHIEF PUBLIC DEFENDER**
PERSON MAKING PURCHASE

Before me **PATRICIA G. LOYA**, a Notary Public, appeared JAIME E. GONZALEZ and on **h IS** oath deposed and stated that the

(SEAL)

PATRICIA G. LOYA
Notary Public, State of Texas
My Commission Expires
March 13, 2012

Patricia G. Loya
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
APPROVAL: DEPARTMENT HEAD

_____
APPROVAL: COUNTY AUDITOR

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

AI-28857 **19. A.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Steve Crain **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Interlocal Cooperation Agreement between Hidalgo County and City of Edcouch (stray animals)

BACKGROUND

Agreement has been prepared/reviewed by legal counsel.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to Co. Please refer to article 3 of agreement.

Attachments

Revised Interlocal Agreement

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 03:39 PM
Ivan Cantu	Ivan Cantu	09/30/2011 08:14 AM
Auditor's Office	Arcilia Duran	09/30/2011 10:03 AM
Dina Trevino	Merlen P. Munoz	09/30/2011 10:05 AM
Ivan Cantu	Ivan Cantu	09/30/2011 10:13 AM
Auditor's Office	Arcilia Duran	09/30/2011 02:20 PM
Purchasing Department	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Monica Badillo Started On: 09/28/2011 03:15 PM

Final Approval Date: 09/30/2011

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO, AND
THE CITY OF EDCOUCH, TEXAS,

THIS Agreement is made on this the 4th day of October, 2011, by and between the **CITY OF EDCOUCH, TEXAS,** hereinafter referred to as "EDCOUCH", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS,EDCOUCH is a located in Hidalgo County, Texas; and

WHEREAS, County is a county in the State of Texas;

WHEREAS, Edcouch desires to give permission to County to catch and transport stray cats and dogs within Edcouch city limits and County agrees it is in its best interest of the County to catch and transport such stray cats and dogs to a designated animal shelter in order to protect the public health and welfare of the citizens of the County;

WHEREAS, the stray cats and dogs are contributing to the stray animal population in the rural areas of County Precinct No. One.

WHEREAS, County agrees to provide qualified animal control officers and vehicles to catch and transport stray cats and dogs within the Edcouch city limits to the extent County has current revenues available to provide such officers and vehicle to support Edcouch;

WHEREAS, Edcouch agrees to pay all of the costs established by the designated animal shelter for services provided by the designated animal shelter for any stray dogs and cats caught within the Edcouch city limits and transported to the designated animal shelter by the County;

WHEREAS, Edcouch and County agree that County will have no obligation to pay any of the costs required by the designated animal shelter for services provided by the designated animal shelter for any stray dogs and cats caught within the Edcouch city limits and transported to the designated animal shelter by the County and that the designated animal shelter is aware of and understands this Agreement;

WHEREAS, the County and Edcouch are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Gov't Code 791.001 *et. seq*., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

WHEREAS, Edcouch will benefit from the County catching and transporting stray dogs and cats within the Edcouch city limits to a designated animal shelter; and

WHEREAS, the County has determined it would be in the best interest of the County for the County to catch and transport stray cats and dogs found within the Edcouch city limits to a designated animal shelter.

NOW, THEREFORE, Edcouch and the County, in consideration of the mutual covenants expressed herein, agree as follows:

1. County agrees to provide qualified personnel to catch and transport stray dogs found within the Edcouch city limits to a designated animal shelter and provide the material, labor and equipment necessary for such services.

2. Edcouch grants permission to the County to enter the Edcouch city limits to catch and transport stray dogs to a designated animal shelter.

3. Edcouch agrees to pay all of the costs required by the designated animal shelter for services provided by the designated animal shelter for any stray dogs and cats caught within the Edcouch city limits and transported to the designated animal shelter by the County.

4. Edcouch agrees that failure to pay the costs required by the designated animal shelter shall constitute grounds for termination of this Agreement by the non-defaulting party and/or the County.

5. Each party agrees to conform to its own applicable laws, regulations, policies, and procedures with respect to the portion of the services under this Agreement performed by each party.

6. **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.

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

8. **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 Edcouch, and not otherwise.

9. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to Edcouch:	City Edcouch, Texas Attention: Robert Schmalzried, Mayor Edcouch City Hall P. O. Box 217 Edcouch, Texas 78538
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
with copy to :	Joel Quintanilla, Commissioner, Precinct No. 1 1902 Joe Stevens Drive Weslaco, Texas 78596

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.

11. **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.

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

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

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

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

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

17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement.

The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

19. **Term and termination period.** The term of this agreement shall continue until either party hereto terminates this agreement without cause on thirty days written notice.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF EDCOUCH

_____
Robert Schmalzried, Mayor

ATTEST:

_____
City Manager

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajadro, Jr. County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

AI-28718 **20. A.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Rey Salazar **Submitted By:** Perla Lopez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

TxDot (1315):
1. Discussion, consideration, acceptance and approval of Advance Funding Agreement between County of Hidalgo and Texas Department of Transportation covering Off-System Bridge Replacement and Rehabilitation for the CR 229 (Mile 17 1/2 Rd) at the Drainage Ditch Creek bridge project.

2. Authority for County Judge to sign the Advance Funding Agreement.

3. Approval of 2011 interfund transfer from Precinct #1 Road & Bridge (1200) to TxDot Projects (1315) in the total amount of $5,211.02 to fund Hidalgo County's estimated share for the CR 229 (Mile 17 1/2 Rd) at the Drainage Ditch Creek bridge project.

4. Approval to pay TxDot the proportionate share ($518.40) of the estimated cost for the CR 229 (Mile 17 1/2 Rd) at the Drainage Ditch Creek bridge project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-121-005-0-605

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

BUDGETARY IMPACT:

Available funds as of 9/26/11 are $15,257.99.

Attachments

EDCP Approval
Advance Funding Agreement
Interfund Transfer

Form Review

Inbox	Reviewed By	Date
Perla Lopez (Originator)	Perla Lopez	09/26/2011 11:00 AM
Ivan Cantu	Ivan Cantu	09/30/2011 07:47 AM
Budget & Management	Merlen P. Munoz	09/30/2011 08:04 AM
Manuel Chapa	Manuel Chapa	09/30/2011 11:21 AM
Purchasing Department	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Perla Lopez Started On: 09/21/2011 11:41 AM

Final Approval Date: 09/30/2011

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

RECEIVED
SEP 08 2011
COUNTY JUDGE

August 26, 2011

Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

RE: Economically Disadvantaged Counties Program Application
CR 229 (Mile 17 ½ Rd) @ Drainage Ditch
CSJ: 0921-02-290

Dear Judge Garcia:

Your application for an Economically Disadvantaged County Program (EDCP) adjustment to the required local participation for the referenced project has been approved and a copy is attached. The adjustment is detailed below. This adjusted local participation percentage will be reflected in the project agreement.

Project Component	Usual Local Participation	Adjustment Percentage	Adjusted Local Participation
Preliminary Engineering	10%	92%	0.8%
Construction Cost	10%	92%	0.8%
Construction Engineering	10%	92%	0.8%

Should you have any questions regarding this reduction please contact me or Mr. Jody R. Ellington, P.E., our Director of Transportation Planning and Development, at (956)702-6100. As always, we look forward to working with you toward the implementation of this project.

HIDALGO COUNTY
BUDGET OFFICE
SEP 12 PM 3 58

Sincerely,

Mario R. Jorge, P.E.
District Engineer

Attachments

MRJ:ms

cc: Jody Ellington, P.E., Director of Transportation Planning and Development
Rex Costley, P.E., District Bridge Engineer
EDC File

FY 2011 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY HIDALGO APPLICANT HIDALGO COUNTY

District Contact Information

Name: MARICELA SALINAS Telephone: 956.702.6352

If the project is an **"OFF-SYSTEM"** project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

If the applicant is a **CITY** within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? **(Circle as appropriate)** YES or NO

2 Population (**2008** Census)? _____

PROJECT INFORMATION

UTP PRIORITY STATUS:	CONS
CSJ:	0921-02-290
ESTIMATED LETTING DATE	Jan. 2015

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits from and to

CR 229 (Mile 17 1/2 Rd) @ Drainage Ditch - STR # AA02-29-002

PROJECT SCOPE- Give type of work

Replace bridge and reconstruct approaches

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

Hidalgo County is marked with high unemployment & proverty rates, the highest in the state of Texas. Meeting the basic needs of the County along with addressing the infrastructure demands place a heavy burden on the County budget. We therefore are requesting a reduction in the required 10% match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

Total Adjustment - 92

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)	4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Preliminary Engineering	$64,800	10%	$6,480	$518
Construction	$540,000	10%	$54,000	$4,320
			$0	$0
Construction Engineering	$78,300	10%	$7,830	$626
TOTAL	$683,100		$68,310	$5,465

Approved by _____ Date 8/26/11

AFFIDAVIT

The State of Texas,

County of Hidalgo

Before me, Monica Badillo, a notary public in and for the State of Texas, on this day personally appeared Ramon Garcia, who being by me duly sworn, upon oath says:

I, Ramon Garcia, representing the city/county of Hidalgo, having been duly elected on 1-1-2011 and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

Signature

8/16/11
Date

Subscribed and sworn to before me, by the said Ramon Garcia, this 11th day of August, 2011, to certify which witness my hand and seal of office.

My commission expires April 21, 2015.

MONICA BADILLO NOTARY PUBLIC STATE OF TEXAS EXPIRES 4-21-2015

Official Signature

Monica Badillo
Printed or stamped name of Notary

APPROVED BY COMMISSIONERS' COURT
8/16/11

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

September 6, 2011

Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

RE: Off-System Replacement Project
CR 229 (Mile 17 ½ Rd) @ Drainage Ditch
CSJ: 0921-02-290

Dear Judge Garcia:

As you are aware, the Unified Transportation Program (UTP) was approved in May and the subject bridge project was selected under Category 6 – Off-System Structures Replacement and Rehabilitation Projects. In order to move forward, an Advance Funding Agreement (AFA) must be executed between Hidalgo and TxDOT. Attached for your review and signature are two originals of the Advance Funding Agreement.

The AFA reflects the approved Economically Disadvantaged County Program (EDCP) adjustment to the required local participation for this project. As detailed in the AFA, the County will be responsible for 0.8% of the preliminary engineering, construction and construction engineering and contingencies, as well as 100% of all other costs not eligible for State or Federal participation. Based on a total project estimate of $651,378.00, the County will be responsible for approximately $5,211.02. Of this amount, $518.00 will need to be paid up front prior to performance of any work by the State. The remaining balance of the $4,692.62 will not be due until 45 days prior to the letting of this project, which is currently scheduled for January 2015.

If the County is interested in this project, please sign and return both originals along with the County's resolution authorizing the AFA to the attention of Mr. Jody Ellington, our Director of Transportation Planning and Development, at the above address for further processing. Should you have any questions or need additional information please contact me or Mr. Ellington at (956) 702-6100.

Sincerely,

Mario R. Jorge, P.E.
District Engineer

Attachments

MRJ:ms

cc: Jody Ellington, P.E., Director of Transportation Planning and Development
Rex Costley, P.E., District Bridge Engineer
EDC File

CSJ # 0921-02-290
District # 21 – Pharr
Code Chart 64 # 50109
Project: BR ( )
NBI Structure # 21-1090AA0229002
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and Hidalgo County, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at the Drainage Ditch Creek on CR 229 (Mile 17 1/2 Road), and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 112696, dated May 26, 2011; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

CSJ # 0921-02-290
District # 21 – Pharr
Code Chart 64 # 50109
Project: BR ( )
NBI Structure # 21-1090AA0229002
Federal Highway Administration
CFDA # 20.205
Not Research and Development

AGREEMENT

1. **Period of this Agreement**
   This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. **Termination of this Agreement**
   This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:
   - **A.** The Agreement is terminated in writing with the mutual consent of the parties;
   - **B.** The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
   - **C.** The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
   - **D.** The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. **Amendments**
   Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. **Remedies**
   This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. **Scope of Work**
   The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

6. **Right of Way and Real Property**
   - **A.** The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
   - **B.** The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. **Adjustment of Utilities**
   The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. **Environmental Assessment and Mitigation**
   Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.
   - **A.** The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
   - **B.** Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
   - **C.** The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
   - **D.** The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. **Compliance with Texas Accessibility Standards and ADA**
   All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under

the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.

B. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or

portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.

F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.

G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.

I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

J. The State will not pay interest on any funds provided by the Local Government.

K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.

L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.

M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to 0.8% percent.

N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.

B. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.

C. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.

D. Responsibilities of the Local Government on EMPs.

1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.
4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not

eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

State: Texas Department of Transportation
Attn: District Engineer
600 West Expressway US 83
Pharr, TX 78577-1717

Local Government: Hidalgo County
Attn: County Judge
P.O. Box 1356
Edinburg, Texas 78539

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and

deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years

from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

The parties to this Agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient or sub-recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. For sub-awards greater than $25,000, the Local Government, as a recipient of federal funding, agrees that it shall:

1. Obtain and provide to the State and the federal government, a Central Contracting Registry (CCR) number with the federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). The CCR number may be obtained by visiting the CCR web-site whose address is: https://www.bpn.gov/ccr/default.aspx;
2. Obtain and provide to the State and the federal government, a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top executives to the State and federal government if:
   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000 annually; and
   ii. Compensation information is not already available through reporting to the U.S.Securities and Exchange Commission (SEC).

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $500,000 or more are met during the Sub-recipient's fiscal year, the Sub-recipient must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.

C. If expenditures are less than $500,000 during the Sub-recipient's fiscal year, the Sub-recipient must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 0921-02-290
District # 21 – Pharr
Code Chart 64 # 50109
Project: BR ( )
NBI Structure # 21-1090AA0229002
Federal Highway Administration
CFDA # 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
David P. Hohmann, P.E.
Director, Bridge Division
Texas Department of Transportation

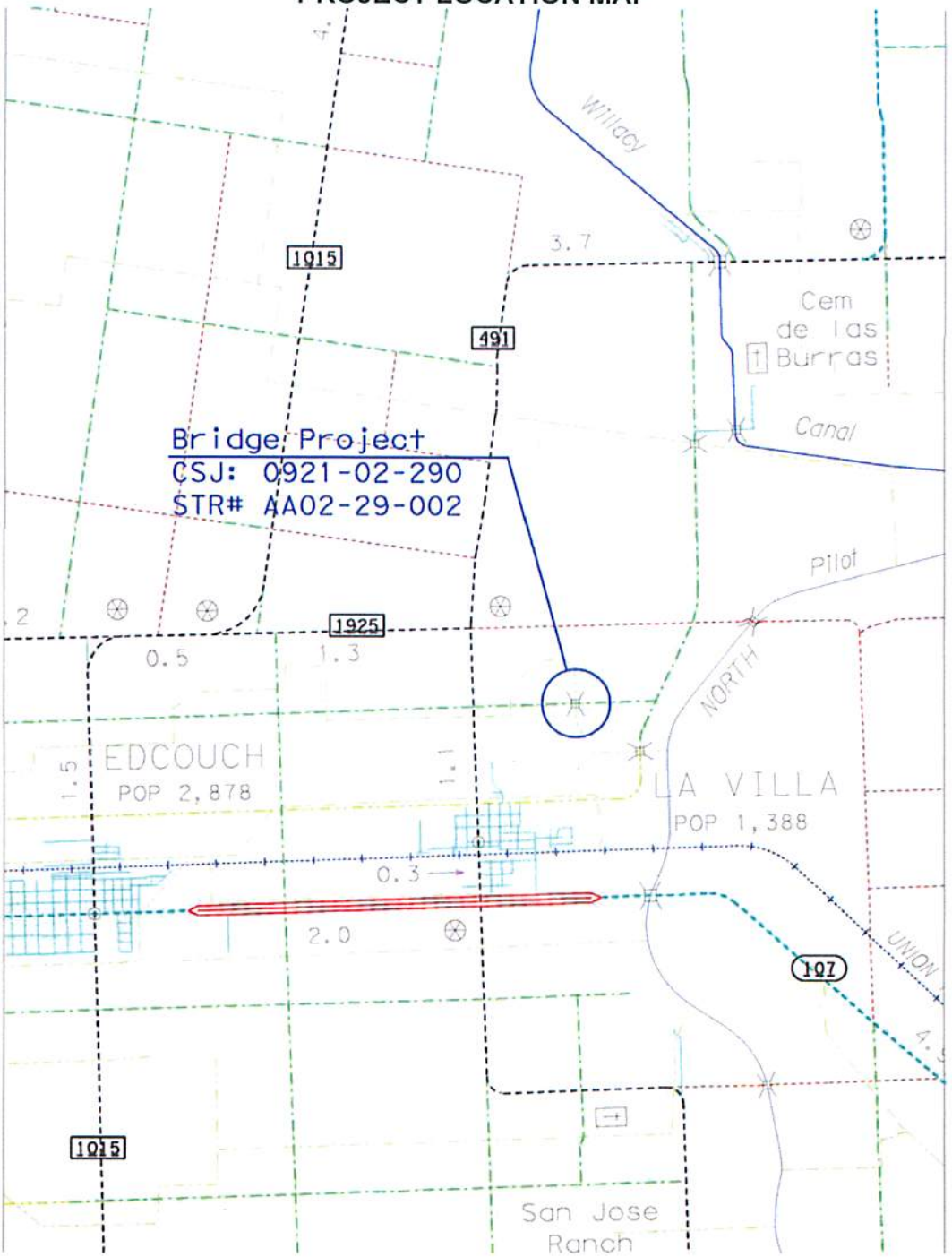
_____
Date

CSJ # 0921-02-290
District # 21 – Pharr
Code Chart 64 # 50109
Project: BR ( )
NBI Structure # 21-1090AA0229002
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

CSJ # 0921-02-290
District # 21 – Pharr
Code Chart 64 # 50109
Project: BR ( )
NBI Structure # 21-1090AA0229002
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP



CSJ # 0921-02-290
District # 21 – Pharr
Code Chart 64 # 50109
Project: BR ( )
NBI Structure # 21-1090AA0229002
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED EQUIVALENT-MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Total				
EMP work credited to this PWP*				
Balance of EMP work available to associated PWPs				

Associated PWPs CSJs	Amount to be Credited to Associated PWPs

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

CSJ # 0921-02-290
District # 21 – Pharr
Code Chart 64 # 50109
Project: BR ( )
NBI Structure # 21-1090AA0229002
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT D
ESTIMATE OF DIRECT COSTS

		Estimated Cost		Local Government Participation
Preliminary Engineering (PE)	(1)	$64,800.00		
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation (0.8% EDC)			(3)	$518.40
Construction		$540,000.00		
Engineering and Contingency (E&C)		$46,578.00		
The Sum of Construction and E&C	(2)	$586,578.00		
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation (0.8% EDC)			(4)	$4,692.62
Amount of Advance Funds Paid by Local Government *			(5)	$0.00
Amount of Advance Funds to be Paid by Local Government *			(6)	$5,211.02
Balance of Local Government Participation which is to be Waived where the Project is a PWP			(3+4-5-6)	$0.00
Total Project Direct Cost	(1+2)	$651,378.00		

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. $0.00

DATE: October 4, 2011

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for
Pct. #1 TxDot (1315)

2011
Transfer

AI - 28718

ACCOUNT NUMBER: **From: 1-1200-431-00-121-005-0-605**
To: 1-1315-431-30-121-096-0-732

CONTACT PERSON: Perla Lopez **PHONE:** 292-7025 ext. 5419

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
1-1200-431-00-121-005-0- 605	Pct1 Rd Maint-Clothing & Uniforms	(5,211.02)
1-1200-491-01-121-315-0- 891	Transfers Out-TxDot Projects	5,211.02
TO		
1-1315-391-01-121-200-0- 000	Transfers In-R&B Pct.1	5,211.02
1-1315-431-30-121-096-0- 732	TxDot-CR229BR-Mile171/2RD@Drng Ditch-Bridg	5,211.02
	TOTAL BUDGET INCREASE (DECREASE)	**5,211.02**

REASON: Transfer to fund Hidalgo County's estimated share for the CR 229 (Mile 17 1/2 Rd) Bridge TxDot Project.

DEPARTMENT HEAD SIGNATURE

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

AI-28876 **20. B.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Sergio Cruz **Submitted By:** Perla Lopez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval to submit an Economically Disadvantaged Counties Program (EDCP) application and affidavit for consideration of local participation reduction for the Mile 2 N From SH 364 to Inspiration Rd (CSJ: 0921-02-921) Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

EDC Application

Form Review

Inbox	Reviewed By	Date
Perla Lopez (Originator)	Perla Lopez	09/29/2011 09:10 AM
Budget & Management	Merlen P. Munoz	09/29/2011 09:13 AM
Olga Garza	Olga Garza	09/29/2011 10:44 AM
Purchasing Department	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Perla Lopez Started On: 09/28/2011 04:53 PM

Final Approval Date: 09/30/2011

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

September 23, 2011

RECEIVED
SEP 2 8 2011
COUNTY JUDGE

The Honorable Ramon Garcia
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

RE: Economically Disadvantaged County Program Application
Mile 2 N From SH 364 to Inspiration Rd
CSJ: 0921-02-921

Dear Judge Garcia:

The Hidalgo County Metropolitan Planning Organization per attached Resolution 2011-11 dated September 15, 2011, approved $2,492,025 in Category 7 Funding for this project and included it in the FY 2011-2014 Transportation Improvement Program (TIP) for Fiscal Year 2013. Noting that the portion of the project from Inspiration Rd to Moorefield Road lies within the City of Mission and the remaining portion from Moorefield Road to La Homa Road lies within County jurisdiction, we will need Advance Funding Agreements (AFAs) with both entities. Based on the mileage ratio of jurisdictional limits, participation has been established at 44% for the City and 56% for the County. For your portion, we have attached a partially completed Economically Disadvantaged County (EDC) Program Application and Affidavit for your review and consideration. If the County is interested in pursuing the construction of the roadway project and would like to apply for the EDC Program, please verify the information on the attached application, complete the affidavit and return both forms to the attention of Mr. Jody R. Ellington, our Director of Transportation Planning and Development.

Should you have any questions or need additional information please contact me or Mr. Ellington at (956) 702-6100. As always, we look forward to working with you toward the implementation of this project.

Sincerely,

Mario R. Jorge, P.E.
District Engineer

Enclosures

cc: Jody Ellington, P.E., Director of Transportation Planning and Development
Valente Olivarez, P.E, Pharr Area Engineer
Jesus Noriega, P.E, Project Manager
Project File

RESOLUTION 2011-11

SUBJECT: Approval of FY2011-2014 Transportation Improvement Plan (TIP)
Amendment #5 - A

WHEREAS, the Hidalgo County Metropolitan Planning Organization, is the designated agency for the Transportation Planning in the Transportation Management Area; and

WHEREAS, the MPO is required to have a systematic way to gather citizen input on transportation issues; and

WHEREAS, the MPO is required to have a financially constrained 4 year project listing (TIP) and 25 year long range plan (MTP); and

WHEREAS, these procedures have been duly discussed and gone through the required public comment period; and

NOW THEREFORE, BE IT RESOLVED, that the Hidalgo County Metropolitan Planning Organization Transportation Policy Committee agreed by a majority vote to approve and adopt the attached project listing as the Transportation Improvement Plan (TIP) Amendment #5.

	PROJECT	CSJ	LIMITS	YOE	DEVELOPER
FY 2012	US 281	0255-07-129	FM 2812 TO FM 162	$6,529,640	TXDOT
	US 281	0255-07-128	FM 162 TO FM 490	$6,754,800	TXDOT
	FM 681/FM 2221	0862-01-048	0.25M W OF MOOREFIELD TO FM681	$1,024,134	TXDOT
	FM 2221	0862-01-046	0.25M W OF SH 364 TO 0.25M W OF MOOREFIELD	$3,126,460	TXDOT
	PHARR INT'L BRIDGE	0921-02-253	AT PHARR/REYNOSA INT'L BRIDGE	$1,372,462	PHARR
	BUS 83 – ROW	0039-04-095	FM491 TO 0.2M E CAMERON CTY LINE	$400,000	TXDOT
	FM 493 - ROW	0863-01-057	CHAMPION ST TO US 281	$2,514,626	TXDOT
	VARIOUS		VARIOUS TO VARIOUS	$420,000	VARIOUS
FY 2013	BUS 83	0039-04-095	FM491 TO 0.2M E CAMERON CTY LINE	$10,994,000	TXDOT
	2 MILE LINE N RD	0921-02-284	INSPIRATION TO SH 107	$4,139,127	MISSION
	2 MILE LINE N RD	0921-02-921	SH 364 TO INSPIRATION	$2,492,025	MISSION
	FM 493	0863-01-053	BUS 83 TO CHAMPION ST	$208,000	TXDOT
	US 83 OVERPASS @ INSPIRATION	0039-17-176	W OF SHOWERS TO LOS EBANOS	$20,236,708	TXDOT
FY 2014	US83 LA JOYA RELIEF ROUTE	0039-02-040	1.8M E OF FM 886 TO 0.5M E OF SHOWERS	$20,000,000	HCRMA

September 15, 2011

Mario Jorge
District Engineer
TxDOT – Pharr District

Andrew A. Canon
Transportation Director
Hidalgo County MPO

Honorable Noe Garza, City of Edinburg
Chairman of the Hidalgo
County MPO Policy Committee

STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM
Hidalgo County MPO FY 2011-2014 TIP
Pharr District Projects
FY 2013

DISTRICT	COUNTY	CSJ	HWY	PHASE	CITY	PROJECT SPONSOR	YOE COST
PHARR	HIDALGO	0039-04-095	BUS 83	C/E	COUNTY	TXDOT	$10,994,000

LIMITS FROM: 0.2 MILES W OF FM 491
LIMITS TO: 0.2 MILES E OF CAMERON COUNTY LINE
PROJECT DESCRIPTION: WIDEN TO 4 LANE DIVIDED
REMARKS: CONSTRUCTION, CE & CONTINGENCIES = CAT 7 $5,814,250 & PROP 12 $5,179,750
P7: PE & RIGHT OF WAY PHASE FY 2012
E=CONSTRUCTION ENGINEERING
REVISION DATE: 11/1/2011
MPO PROJ NUMBER: HC-95
FUNDING CAT(S): 7, PROPOSITION 12
PROJECT HISTORY:

TOTAL PROJECT COST INFORMATION

PRELIM ENG:	2.50%	$250,000	COST OF APPROVED PHASES: $10,994,000
ROW PURCHASE:		$150,000	
CONST COST:		$10,000,000	
CONST ENG:	4.63%	$463,000	
CONTING:	5.31%	$531,000	
IND COSTS:	6.20%	$620,000	
BND FINANCING:		$0	
TOTAL PROJECT COST:		$12,014,000	

AUTHORIZED FUNDING BY CATEGORY/SHARE

	FEDERAL	STATE	LOCAL	LC	TOTAL
CAT 7	$4,651,400	$1,162,850			$5,814,250
PROPOSITION 12		$5,179,750			$5,179,750
TOTALS	$4,651,400	$6,342,600	$0	$0	$10,994,000

DISTRICT	COUNTY	CSJ	HWY	PHASE	CITY	PROJECT SPONSOR	YOE COST
PHARR	HIDALGO	0921-02-284	2 MILE LINE N RD	C/E/R	MISSION	MISSION	$4,139,127

LIMITS FROM: INSPIRATION RD
LIMITS TO: SH 107 (CONWAY)
PROJECT DESCRIPTION: WIDEN TO 4 LANE
REMARKS: E=CONSTRUCTION ENGINEERING
P7:
REVISION DATE: 11/1/2011
MPO PROJ NUMBER: HC-80A
FUNDING CAT(S): 7
PROJECT HISTORY:
PE = 100% LG

TOTAL PROJECT COST INFORMATION

PRELIM ENG:	4.90%	$153,321	COST OF APPROVED PHASES: $4,139,127
ROW PURCHASE:		$665,937	
CONST COST:		$3,129,000	
CONST ENG:	5.00%	$140,805	
CONTING:	6.50%	$203,385	
IND COSTS:	6.20%	$193,998	
BND FINANCING:		$0	
TOTAL PROJECT COST:		$4,486,446	

AUTHORIZED FUNDING BY CATEGORY/SHARE

	FEDERAL	STATE	LOCAL	LC	TOTAL
CAT 7 (C/E)	$2,778,552	$659,906	$34,732		$3,473,190
CAT 7 (ROW)	$532,750		$133,187		$665,937
TOTALS	$3,311,302	$659,906	$167,919	$0	$4,139,127

DISTRICT	COUNTY	CSJ	HWY	PHASE	CITY	PROJECT SPONSOR	YOE COST
PHARR	HIDALGO	0921-02-921	2 MILE LINE N RD	C/E	MISSION	MISSION	$2,492,025

LIMITS FROM: SH 364
LIMITS TO: INSPIRATION RD
PROJECT DESCRIPTION: WIDEN TO 4 LANE
REMARKS: CONSTRUCTION, CE & CONTINGENCIES = CAT 7, OTHER ADDITIONAL COSTS = 100% LG
P7: E=CONSTRUCTION ENGINEERING
REVISION DATE: 11/1/2011
MPO PROJ NUMBER: HC-80b
FUNDING CAT(S): 7
PROJECT HISTORY:
PE & ROW = 100% LG

TOTAL PROJECT COST INFORMATION

PRELIM ENG:	4.90%	$109,515	COST OF APPROVED PHASES: $2,492,025
ROW PURCHASE:		$268,200	
CONST COST:		$2,235,000	
CONST ENG:	5.00%	$111,750	
CONTING:	6.50%	$145,275	
IND COSTS:	6.20%	$138,570	
BND FINANCING:		$0	
TOTAL PROJECT COST:		$3,008,310	

AUTHORIZED FUNDING BY CATEGORY/SHARE

	FEDERAL	STATE	LOCAL	LC	TOTAL
CAT 7	$1,993,620	$473,485	$24,920		$2,492,025
TOTALS	$1,993,620	$473,485	$24,920	$0	$2,492,025

PHASE: C = CONSTRUCTION, E = ENGINEERING, R = ROW, T = TRANSFER
* FUNDING NOT FIXED

STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM
Hidalgo County MPO FY 2011-2014 TIP
Pharr District Projects
FY 2013

DISTRICT	COUNTY	CSJ	HWY	PHASE	CITY	PROJECT SPONSOR	YOE COST
PHARR	HIDALGO	0863-01-053	FM 493	C	DONNA	TXDOT	$208,000

LIMITS FROM: BUSINESS 83
LIMITS TO: CHAMPION ST
PROJECT DESCRIPTION: OVERLAY
REMARKS: CONSTRUCTION CAT 1 = $8,000 & CAT 10 = $200,000
P7:

REVISION DATE: 11/1/2011
MPO PROJ NUMBER: HC-272
FUNDING CAT(S): 1, 10 - EARMARK

PROJECT HISTORY:
PE = 100% LG

MODIFIED

TOTAL PROJECT COST INFORMATION

PRELIM ENG:	4.90%	$10,192	COST OF
ROW PURCHASE:		$0	APPROVED
CONST COST:		$208,000	PHASES:
CONST ENG:	7.50%	$15,600	$208,000
CONTING:	7.00%	$14,560	
IND COSTS:	6.20%	$12,896	
BND FINANCING:		$0	
TOTAL PROJECT COST:		$261,248	

AUTHORIZED FUNDING BY CATEGORY/SHARE

	FEDERAL	STATE	LOCAL	LC	TOTAL
CAT 1	$6,400	$1,600			$8,000
10 - EARMARK	$160,000	$40,000			$200,000
TOTALS	$166,400	$41,600	$0	$0	$208,000

DISTRICT	COUNTY	CSJ	HWY	PHASE	CITY	PROJECT SPONSOR	YOE COST
PHARR	HIDALGO	0039-17-176	US 83 OVERPASS @ INSPIRATION	C/E/R	MISSION	TXDOT	$20,236,708

LIMITS FROM: WEST OF SHOWERS ROAD
LIMITS TO: LOS EBANOS ROAD
PROJECT DESCRIPTION: WIDEN US 83 TO 6 LANES
REMARKS: ROW PROP 12 = $548,059, CAT 7 $986,095, AND LOCAL $2,754; PE
P7: PROP 12 = $10,000; CONSTRUCTION PROP 12 = $17,000,000; CE &
CONTINGENCIES PROP 12 = $1,689,800
E = PRELIMINARY ENG AND CONSTRUCTION ENG

REVISION DATE: 11/1/2011
MPO PROJ NUMBER: HC-265
FUNDING CAT(S): CAT 7, PROPOSITION 12, LOCAL

PROJECT HISTORY:
PE = $823,000 LOCAL CONTRIBUTION

MODIFIED

TOTAL PROJECT COST INFORMATION

PRELIM ENG:	4.90%	$833,008	COST OF
ROW PURCHASE:		$1,536,908	APPROVED
CONST COST:		$17,000,000	PHASES:
CONST ENG:	4.63%	$787,100	$20,236,708
CONTING:	5.31%	$902,700	
IND COSTS:	6.20%	$1,054,000	
BND FINANCING:		$0	
TOTAL PROJECT COST:		$22,113,708	

AUTHORIZED FUNDING BY CATEGORY/SHARE

	FEDERAL	STATE	LOCAL	LC	TOTAL
CAT 7 (ROW)	$788,876		$197,219		$986,095
PROP 12 (C/E)		$18,699,800			$18,699,800
PROP 12 (ROW)		$548,059			$548,059
OTHER (ROW)			$2,754		$2,754
TOTALS	$788,876	$19,247,859	$199,973	$0	$20,236,708

PHASE: C = CONSTRUCTION, E = ENGINEERING, R = ROW, T = TRANSFER
* FUNDING NOT FIXED

FY 2011 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM
INFORMATION SHEET

COUNTY Hidalgo **APPLICANT** Hidalgo County

District Contact Information

Name: Maricela Salinas **Telephone:** 956.702.6352

If the project is an **"OFF-SYSTEM"** project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

If the applicant is a **CITY** within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? **(Circle as appropriate)** YES or NO

2 Population (2008 Census)? _____

PROJECT INFORMATION

UTP PRIORITY STATUS:	PLAN
CSJ:	0921-02-921
ESTIMATED LETTING DATE	April, 2014

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits from and to

On Mile 2 N, From SH 364 to Inspiration Rd

PROJECT SCOPE- Give type of work

Widen to 4 lane Urban

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

The unemployment and poverty rates of Hidalgo County are high. Meeting the needs of basic necessities along with addressing the infrastructure demands places a heavy burden on the County. We therefore request a reduction in our match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

Total Adjustment - 92

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)	4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Construction	$1,251,600	20%	$250,320	$20,026
Construction Engineering	$143,934	20%	$28,787	$2,303
			$0	$0
			$0	$0
TOTAL	$1,395,534		$279,107	$22,329

Approved by _____ **Date** _____

AFFIDAVIT

The State of Texas,

County of _____

Before me, _____ , a notary public in and for the State of Texas, on this day personally appeared _____ , who being by me duly sworn, upon oath says:

I, _____ , representing the city/county of _____ , having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____

Signature Date

Subscribed and sworn to before me, by the said _____ , this _____ day of _____ , _____, to certify which witness my hand and seal of office.

My commission expires _____ , _____.

_____

Official Signature

_____

Printed or stamped name of Notary

AI-28800 **20. C. 1.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Rey Salazar **Submitted By:** Perla Lopez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

TxDot Notes Payable (1315):
Approval of 2011 appropriation of funds into TxDot Notes Payable in the total amount of $39,062.20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1315-471-00-000-000-0-862

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

BUDGETARY IMPACT:

Funding available for appropriation as of 9/26/11. Appropriation from 1315 fund balance.

Attachments

BA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/26/2011 03:06 PM
Roland Garcia	Rolando Garcia	09/29/2011 08:30 AM
Purchasing Department	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Perla Lopez Started On: 09/26/2011 01:16 PM

Final Approval Date: 09/30/2011

DATE: October 4, 2011

2011
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management
for TxDot Notes Payable (1315)

AI-28800

ACCOUNT NUMBER: 1-1315-471-00-000-000-0-862

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

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
1-1315-471-00-000-000-0-862	TXDOT NOTES PAYABLE-OTHER DEBT PRINCIPAL	$ 39,062.20

AI-28794 **21. A. 4.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, 262.024(a)(7)(A)"Items for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies" in connection with the "Support and Maintenance Agreement" for the Hosting and Government Content Management System of Hidalgo County's Website with Icon Enterprises, d/b/a CivicPlus;

b. Approval of a "Sole Source Declaration" for Icon Enterprises, d/b/a CivicPlus with authority to enter into an annual support and maintenance agreement in the amount not to exceed **$13,500.00**.

BACKGROUND

County previously approved sole source and agreement on 12/07/2010 for the term ending October 31, 2011 in the amount of $12,600.00.

A requisition for the amount of $13,500.00 will be issued before current term expires.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-200-002-0-336

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

BUDGETARY IMPACT:

$23,037.80 available funds as of 09/30/11.

Attachments

Sole Source Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/28/2011 04:31 PM
Budget & Management	Merlen P. Munoz	09/29/2011 08:07 AM
Rosalinda Cantu	Rosie Cantu	09/30/2011 02:07 PM
Auditor's Office	Arcilia Duran	09/30/2011 02:15 PM
Martha Salazar	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Vangie Garcia Started On: 09/23/2011 04:46 PM

Final Approval Date: 09/30/2011

Organization	Hidalgo County			URL	http://www.co.hidalgo.tx.us/
Street Address	2812 S. Business Hwy. 281				
Address 2					
City	Edinburg	State	TX	Postal Code	78539

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone	Karina Cardoza, 956-343-0011
Emergency Contact & Mobile Phone	Renan Ramirez, 956-457-0792
Emergency Contact & Mobile Phone	Michelle Villarreal, 956-640-9875

Billing Contact	Renan Ramirez			E-Mail	Renan.ramirez@co.hidalgo.tx.us
Phone	956-292-7010	Ext.		Fax	956-318-2152
Billing Address	P.O. Box 207				
Address 2					
City	Edinburg	ST	TX	Postal Code	78540
Tax ID #	74-6000717			Sales Tax Exempt #	
Billing Terms	Semi-Annual			Account Rep	Carrie Broeckelmann
Info Required on Invoice (PO or Job #)					

Contract Contact	Karina Cardoza			Email	Karina.cardoza@co.hidalgo.tx.us
Phone	956-292-7026	Ext.		Fax	956-318-2152

Project Contact	Karina Cardoza			Email	Karina.cardoza@co.hidalgo.tx.us
Phone	956-292-7026	Ext.		Fax	956-318-2152

Terms & Conditions

Billing & Payment Terms

1. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year.
2. Fees for CivicPlus Annual Support, Maintenance & Hosting services are invoiced prior to the year of service and are due by the first of the following month, but no sooner than 30 days from invoice date.
3. If the Client's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment.
4. Provided the Client's account is current, at any time the Client may request an electronic copy of the website Customer Content and Content Management System (CMS) Software. Client agrees to pay $250 per completed request. Provided the Client's account is current, upon termination of services client may request a complimentary electronic copy of website Customer Content and CMS Software.

CivicPlus • 317 Houston St., Suite E • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 215 • Support Ext. 307 • Fax 785-587-8951

Agreement Renewal

5. Either party may terminate the Annual Support, Maintenance & Hosting Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date.
6. In the event that neither party gives 60 days notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term.
7. In the event of early termination of this Agreement by the client, full payment of the remainder of the contract is due within 15 days of termination.
8. Each year this Agreement is in effect, charges for Annual Support, Maintenance & Hosting services may be increased by CivicPlus by no more than 5% per annum.

Support

9. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
10. Support includes providing technical support of the CivicPlus Content Management Software, application support (pages and modules), and maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
11. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the client, immediately correct any problems or defects discovered in the Software and reported to CivicPlus by the client, such warranty to include ongoing maintenance upgrades and technical error correction.
12. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

--Remainder of this page left intentionally blank--

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Annual Support, Maintenance and Hosting Fee

Current Annual Support, Maintenance and Hosting Fee Server Storage not to exceed 20GB Media Center Storage not to exceed 10GB	**$13,500**
Annual Increase	**$00**
Pay this Amount (Paid semi-annually in January and November)	**January - $11,250 + November - $2,250 = $13,500**

Annual Support, Maintenance & Hosting Service Include the Following:		
Support	**Maintenance of CivicPlus Application & Modules**	**Hosting**
7-7 (CST) Mon-Fri (excluding holidays)	Install Service Patches for OS	Shared Web/SQL Server
24/7 Emergency Support	Upgrades	DNS Consulting & Maintenance
Dedicated Support Personnel	Fixes	Monitor Bandwidth-Router Traffic
2-hour Response during Normal Hours	Improvements	Redundant ISP
Usability Improvements	Integration	Redundant Cooling
Integration New & Upgraded Services	Testing	Natural Gas Powered Generator
Proactive Support for Updates & Fixes	Development	Daily Tape Backup
Online Training Manuals	Usage License	Intrusion Detection & Prevention
Monthly Newsletters		Antivirus Protection
Phone Consulting		Upgrade Hardware
CivicPlus Connection		
CivicPlus University		

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Hidalgo County, TX _____ Date _____

CivicPlus _____ Date _____

Sign and Fax this Copy	**And – Mail Two (2) Signed Originals**
Attn: Contract Manager Fax: 785-587-8951	CivicPlus Contract Manager 317 Houston St., Suite E Manhattan, KS 66502

We will fax a counter-signed copy of the faxed contract back to you so we can continue services. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: October 4, 2011

RE: "Sole Source Declaration" – Support and Maintenance With Icon Enterprises dba CivicPlus

---

In 2007, Hidalgo County acquired the Website Development Designer Project with Icon Enterprises dba CivicPlus for the creation of Hidalgo County's Official Website. The website was created to effectively provide anyone viewing, a robust site that is easy to navigate and find the desired content as well as providing Hidalgo County Departments with a secure and easy method of maintaining frequently updated portions of their data via user friendly administration consoles.

The frequent updates to the site have been completed in-house by Hidalgo County via an easy to use "Content Management System" which includes the maintenance and support of the "Hosting and Contents Management System" by Icon Enterprises dba CivicPlus.

Furthermore, Hidalgo County Commissioners Court back on December 7, 2010, approved the exemption request under the Texas Local Government Code, 262.024(a)(7)(A) "Items for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies" in connection with the "Support and Maintenance" for the Hosting and Government Content Management System of Hidalgo County's Website Icon Enterprises, d/b/a CivicPlus.

In addition, approved the "Sole Source Declaration" for Icon Enterprises d/b/a CivicPlus" with the authority to enter into an annual support and maintenance agreement.

The annual support is due to expire on October 31, 2011 and Hidalgo County still requires the continuation of the support and maintenance services which are proprietary components (Hosting And Contents Management System) of Icon Enterprises dba CivicPlus. Therefore, Hidalgo County requires the continued renewal of the support and maintenance with Icon Enterprises dba CivicPlus for this coming fiscal year.

Sole Source Information – County of Hidalgo, TX

September 26, 2011

To the County of Hidalgo, Texas,

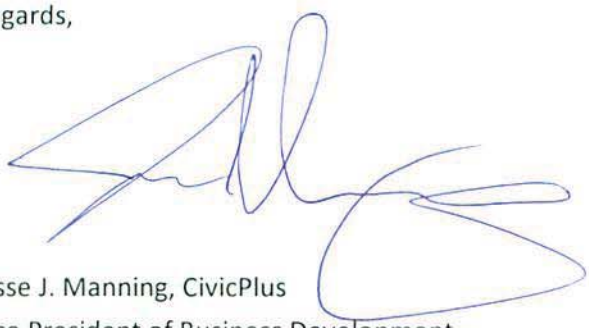
This letter serves to notify you that Icon Enterprises, Inc., d/b/a CivicPlus, a vendor licensed to do business in the State of Texas, is the sole provider of maintenance and upgrades for the CivicPlus Government Content Management System (GCMS) that enable municipal website administrators to manage critical aspects of their online presence.

While the operation of the CivicPlus GCMS can be hosted and supported by outside entities, a critical piece of our recurring services includes our continuous maintenance of the code base and provision of upgrades to existing features and functionality within the GCMS. CivicPlus also provides new modules and functionality as a part of the recurring maintenance and support plan. Given the proprietary nature of our GCMS and the expertise of our development team in maintaining and upgrading that software, no other company is able to provide the maintenance and upgrade services offered by CivicPlus.

Additionally, our Network Operations Center is specifically optimized for CivicPlus-built websites, providing for redundant power and internet services, daily backups and an extensive disaster-recovery plan. And through a continuing relationship, our clients benefits from access to our online community and training features.

In order to maintain our quality relationship with the County, we will ensure that the annual maintenance fees are locked in at the current rate of $13,500 per year and that CivicPlus support staff work with County staff work with County Staff to incorporate all CivicPlus-provided upgrades, as desired.

Regards,



Jesse J. Manning, CivicPlus
Vice President of Business Development
Main 888-228-2233 x262
Direct 785-323-4762
Fax 785-587-8951
www.CivicPlus.com

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Jesse Manning
A person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Jesse Manning. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Icon Enterprises, Inc. d/b/a CivicPlus.
3. The above named company or firm is the sole source for the following item(s), product(s) or services(s):
   CivicPlus Government Content Management System
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note:** This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature

SWORN AND SUBSCRIBED TO under oath before me on 26th day of September, 2011.

Mary Ubel
NOTARY PUBLIC

MARY IRENE UBEL
Notary Public - State of Kansas
My Appt. Expires 7-29-2013

Mary Ubel
PRINTED NAME

7-29-2013
MY COMMISSION EXPIRES

COMPANY NAME: Icon Enterprises, Inc. d/b/a CivicPlus

ADDRESS, CITY, STATE & ZIP CODE: 317 Houston St., Suite E, Manhattan, KS 66502

PHONE NUMBER: 888-228-2233

CONTACT NAME AND TITLE: Jesse Manning, Vice President of Business Development

WEB ADDRESS: civicplus.com EMAIL: accounting@civicplus.com

FEDERAL TAX ID NUMBER: 48-1202104 TEXAS SALES TAX NUMBER: n/a

Evangelina Garcia

From: Edna Kirby [edna.kirby@co.hidalgo.tx.us]
Sent: Monday, September 26, 2011 3:23 PM
To: 'Evangelina Garcia'
Cc: 'Renan Ramirez'
Subject: RE: Scanned from IT-DEPT 09/23/2011 13:42

Vangie,

As per Mr. Renan, go ahead and proceed.

Regards,
Edna Kirby
edna.kirby@co.hidalgo.tx.us
Administrative Assistant II
100 E Cano 4th Floor
Edinburg, Texas 78539
p. 956.292.7010 **Ext.** 6017
f. 956.318.2152
Hidalgo County, Texas

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, September 26, 2011 2:30 PM
To: 'Edna Kirby'; renan.ramirez@co.hidalgo.tx.us
Cc: 'Karina Cardoza'
Subject: FW: Scanned from IT-DEPT 09/23/2011 13:42

Edna,
Please show this information to Renan and let him know that I will be placing an agenda item for Tuesday, October 4, 2011 unless he gives me direction not to proceed. Ask him to please review the agreement with the price info and if he has any concerns with this item being placed on the agenda.

Appreciate your assistance to this.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Amy Vikander [mailto:vikander@civicplus.com]
Sent: Monday, September 26, 2011 2:15 PM
To: Evangelina Garcia
Cc: renan.ramirez@co.hidalgo.tx.us; 'Edna Kirby'; 'Karina Cardoza'
Subject: RE: Scanned from IT-DEPT 09/23/2011 13:42

Attached is your hosting renewal and Sole Source Document. Please let me know if you need a hard copy mailed out as well.

Amy Vikander, CivicPlus
Director of Client Care

Main 888-228-2233 x290
Direct 785-323-4706
Fax 785-587-8951
www.CivicPlus.com

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, September 26, 2011 9:39 AM
To: Amy Vikander
Cc: renan.ramirez@co.hidalgo.tx.us; 'Edna Kirby'; 'Karina Cardoza'
Subject: RE: Scanned from IT-DEPT 09/23/2011 13:42

I apologize Ms. Vikander, I presumed that you had been provided that response by Ms. Cardoza but nonetheless, the three will be as follow:

Karina Cardoza, (956) 343-0011
Michelle Villarreal, (956) 640-9875
Renan Ramirez, (956) 457-0792

Let me know if there's anything else that you may need.

Thank yoi

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Amy Vikander [mailto:vikander@civicplus.com]
Sent: Monday, September 26, 2011 9:21 AM
To: Evangelina Garcia
Cc: 'Edna Kirby'; renan.ramirez@co.hidalgo.tx.us; 'Karina Cardoza'
Subject: RE: Scanned from IT-DEPT 09/23/2011 13:42

I am working on completing this request. I will still need three emergency contacts with phone numbers. Please provide phone numbers that can be used after normal business hours .

Amy Vikander, CivicPlus
Director of Client Care
Main 888-228-2233 x290
Direct 785-323-4706
Fax 785-587-8951
www.CivicPlus.com

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, September 26, 2011 8:06 AM
To: Amy Vikander
Cc: 'Edna Kirby'; renan.ramirez@co.hidalgo.tx.us; 'Karina Cardoza'
Subject: RE: Scanned from IT-DEPT 09/23/2011 13:42

Good Morning Amy,

I responded to questions #1 & 3, #2 would be responded by Karina Cardoza and Edna Kirby sent you the tax exempt for #4. I need to have the information as requested in the email that I sent you on Friday, September 23, 2011 and or there will be no agreement in place when the current one expires on October 31, 2011.

Said request for sole sourcing for this new term needs to be placed on Commissioners Court for approval within ample time, therefore, please forward as requested the sole source letter and affidavit as detailed in the email sent on Friday.

Please call me should there be any questions regarding this matter.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Amy Vikander [mailto:vikander@civicplus.com]
Sent: Friday, September 23, 2011 4:34 PM
To: Edna Kirby
Cc: evangelina.garcia@co.hidalgo.tx.us; 'Renan Ramirez'
Subject: RE: Scanned from IT-DEPT 09/23/2011 13:42

Thanks for the information I will still need the answers to the below questions highlighted in yellow in order to complete the request.

Please feel free to contact me with any questions you may have.

Have a nice weekend.

Amy Vikander, CivicPlus
Director of Client Care
Main 888-228-2233 x290
Direct 785-323-4706
Fax 785-587-8951
www.CivicPlus.com

From: Edna Kirby [mailto:edna.kirby@co.hidalgo.tx.us]
Sent: Friday, September 23, 2011 2:06 PM
To: Amy Vikander
Cc: evangelina.garcia@co.hidalgo.tx.us; 'Renan Ramirez'
Subject: FW: Scanned from IT-DEPT 09/23/2011 13:42

Hi Amy,

Attached is the Tax Exempt Form that you have requested.

Thank you,
Edna Kirby

From: Karina Cardoza [mailto:karina.cardoza@co.hidalgo.tx.us]
Sent: Monday, August 01, 2011 1:31 PM
To: 'Evangelina Garcia'; Renan Ramirez, Chief Information Officer
Subject: FW: Civic Plus Agreement

Hi Vangie,
Please see below. Can you answer questions 1, 3, & 4? I will provide the answer to # 2.

Thank you!

Karina Cardoza, Director
THE COUNTY OF HIDALGO, TEXAS
Executive Office - Public Affairs Division
2818 S. Business Hwy 281
Edinburg, Texas 78539
p 956.292.7026
c 956.343.0011
f 956.292.7766
e karina.cardoza@co.hidalgo.tx.us
w www.co.hidalgo.tx.us/followus

From: Amy Vikander [mailto:vikander@civicplus.com]
Sent: Monday, August 01, 2011 11:53 AM
To: karina.cardoza@co.hidalgo.tx.us
Subject: FW: Civic Plus Agreement

Good morning Karina. I will get this drawn up for you and sent hopefully today. If you could provide me with the following information it would help complete the request:

1. Our system indicates the address to be 100 N. Closner Blvd., On the attached it is listed as 2812 S. Business Hwy 281, which is the address that should be listed on the agreement?
2. Please provide three emergency contacts with phone numbers that these people can be reached outside business hours
3. Billing Contact is currently listed as Renan Ramirez, is this to remain the same?
4. Please provide Tax ID or Sales Tax Exempt #

Once this information is received I can complete the request and send it off to you. Thanks for your time, have a great afternoon.

Amy Vikander, CivicPlus
Director of Client Care
Main 888-228-2233 x290
Direct 785-323-4706
Fax 785-587-8951
www.CivicPlus.com

AI-28807 **21. A. 5.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: MARTY SALAZAR **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting authority/approval to cancel project due to no qualifying bids received for RFB No 2011-209-08-17-YZV - Hidalgo County "Lease of Office Space to House Judicial Courtroom" or, in the alternative;

b. Requesting authority to re-advertise the project using the original CC approved procurement packet.

BACKGROUND

Hidalgo County- Lease of Office Space- City of Edinburg to House Judicial Courtroom

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funds required at this phase of procurement process.

Attachments

Participation Log-Tabulation Sheet

procurement packet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/28/2011 12:33 PM
Budget & Management	Merlen P. Munoz	09/28/2011 01:10 PM
Rosalinda Cantu	Rosie Cantu	09/30/2011 02:29 PM
Auditor's Office	Arcilia Duran	09/30/2011 02:53 PM

Form Started By: Yolanda Velasquez Started On: 09/26/2011 04:32 PM

Final Approval Date: 09/30/2011

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: AUGUST 17, 2011 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION:"LEASE OF OFFICE SPACE – CITY OF EDINBURG TO HOUSE JUDICIAL COURTROOM
BID NO.: 2011-209-08-17-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1)RGV Realty Rene Galvan	TR	rene@rgvrealty.com YZV	08/03/11	Pending requested contact information Tel:
2)Davis Equity Realty Keith	TR	keithk@davisequity.com YZV	08/03/11	2200 W. Pike Ste 200 Weslaco, Texas 78596 Tel: 956-969-8648 330-8211
3)Bob Gaston	BLM	Tgaston467@aol.com YZV	08/08/11	Pending requested contact information. Tel:380-1325
4) Dr. Diana	BLM	Emmulab09@yahoo.com YZV	08/08/11	Tel: 383-6271 Pending requested contact info.
5)Miller Associates Real Estate Ted Miller	TR	As per telephone conversation, does not have anything available for lease (has Exquisita Tort bldg for sale @ $325,000.00	08/08/11	Tel: 383-3712 YZV
6)Prime Vendor Inc Alix Sechrest	Email	Bids17@prime-vendor.com YZV	08/10/11	4622 Cedar Avenue Ste 123 Wilmington, NC 28403-4429
7) Reyna Land Company J. Edgar Ruiz	IP	Signature (J. Edgar Ruiz) Silverbusiness36@hotmail.com	08/11/11	702 W. Expressway 83 Wesalco, Texas 78596 Tel:969-3664/Cell624-4990
8) Preston Henrichson	Email	receptionist@henrichsonlaw.com YZV	08/01/11	222 W. Cano ST. Edinburg, TX 78539 P#965-383-3535 F# 956-383-3585
9)				
10)				
11)				
12)				

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

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: AUGUST 17, 2011	**BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: "LEASE OF OFFICE SPACE-CITY OF EDINBURG TO HOUSE JUDICIAL COURTROOM"

BID NO: 2011-209-08-17-YZV	**BUYER:** Yolanda Velasquez

BID #	NAME OF COMPANY	PROPOSED SQUARE FOOTAGE	UNIT PRICE PER Square Foot
#1	Reyna Family Development Weslaco, Texas	(4,800)	$1.35 sq. ft. - $6,480.00 monthly
#2			$
#3			$
#4			$
#5			$
#6			$
#7			$
#8			$

Bid No: 2011-000	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE OF OFFICE SPACE – CITY OF EDINBURG TO HOUSE JUDICIAL COURTROOM"

BID OPENING DATE

Month 00, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **Hidalgo County – Lease of Office Space – City of Edinburg to House Judicial Courtroom"** 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-2011-000-00-00-YZV-"Lease of Office Space – City of Edinburg to House Judicial Courtroom "**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MONTH 00, 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 "REQUEST FOR BIDS-2011-000-00-00-YZV-RFB-"LEASE OF OFFICE SPACE – CITY OF EDINBURG TO HOUSE JUDICIAL COURTROOM"– Hidalgo County.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County**.**

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

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

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

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

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

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

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

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

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

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

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

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

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

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"LEASE OF OFFICE SPACE – CITY OF EDINBURG –TO HOUSE JUDICAL COURTROOM"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract Number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County – Auditor's Office
  Ray Eufracio, County Auditor
  2812 S. Business 281
  Edinburg, Texas 78539
  (956)318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**MONTH 00, 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- 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 awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services

ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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
"LEASE OF OFFICE SPACE – CITY OF EDINBURG TO HOUSE JUDICIAL COURTROOM"
BID NO.: 2011-000-00-00-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY
"LEASE OF OFFICE SPACE – CITY OF EDINBUR TO HOUSE JUDICIAL COURTROOM"
BID № 2011-000-00-00-YZV

SPECIFICATIONS

SCOPE OF WORK:

Hidalgo County is seeking bidders to establish a contract for "Lease of Office Space – in the City of Edinburg – to House a Judicial Court". The proposed building should be in good habitable condition and shall consist of the following minimum specifications, requirements, conditions, including, but not limited to:

SPECIFICATIONS:

1. **Hidalgo County has the option to award the amount of square feet required and will award ONLY the amount of square feet required.**

2. The proposed office building shall consist of a minimum of 3,600 square feet and a maximum of 5,000 square feet of available office space.

3. Bidder shall charge by the square foot for the rental of space on a monthly basis. The bid should reflect the actual square feet of the building being proposed.

4. Provide the **legal description** of the property along with your bid and include a proposed "Floor Plan Layout" of your facility.

5. Hidalgo County will determine the final configuration of the floor plan.

6. Hidalgo County is requesting that all interested vendor(s) submitting bids for this project **must provide the following**: A) **Property ID number** and /or **Geographic ID numbe**r. B) **Legal Description** as listed in your local Hidalgo County Appraisal District for proposed property.

7. The proposed building should be located within a two (2) block radius of the Hidalgo County Courthouse located at 100 N. Closner Boulevard, Edinburg, Texas.

8. The proposed building must meet all ADA Requirements including but not limited to, all entrances, restrooms and/or parking areas. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act.

9. If any renovations to the building are necessary in order to comply with the ADA Requirements described in item four (4) and specifications mentioned herein, said renovations will be made by the bidder and at the bidder's expense. The renovations will be completed and constructed according to a floor plan, diagram or scheme as requested and approved by Hidalgo County. All

remodeling or renovations will be competed sixty (60) days from the date of bid award. If completion date is not met, awarded bid and lease may become null/void.

10. Said building shall accommodate the following areas:

    a. Courtroom with measurements a minimum of 1,500 square feet for:
        - Lawyers Bar Wall
        - Judge's Bench – need access to bench from Judge's chamber.
        - Jury Box
        - Witness Stand
        - Court Reporters Area
        - Litigation Table Area
    b. Two (2) District Clerk Staff Office's with minimum of 100 square feet per each office
    c. One (1) File Room with a minimum of 100 square feet
    d. One (1) Office for Sheriff Staff with separate entrance to secure prisoners with a minimum 150 square feet.
    e. Lobby with minimum of 400 square feet.
    f. Jury room with a minimum of 250 square feet.
    g. Staff open space with a minimum of 400 square feet.
    h. Attorney/Client Conference Room with a minimum of 100 square feet.
    i. Judge's chambers space with minimum of 300 square feet.
    j. District Attorney Office with minimum of 100 square feet.
    k. Probation Department office with minimum of 100 square feet

11. Building premises must have public handicapped accessible restroom facilities for both men and women with separate restroom facilities for employees. Restroom facilities are as follows:
        - One (1) Staff (Unisex)
        - One (1) Unisex for Judge's Chamber
        - One (1) Male
        - One (1) Female

12. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state, and local building codes and regulations.

13. The guest parking lot shall consist of a minimum of forty (40) parking spaces of which should include staff designated parking area with a minimum of two (2) designated handicapped parking with the shortest accessible route, a ramp should be available leading to the building. Building access must comply with American Disability Act Parking Requirements.

14. The building should be well insulated with ERA rating of minimum of eleven (11).

15. Prior to occupancy or commencement of the contract and every year afterward for the duration of the contract, the Lessor must provide acceptable indoor air quality. The quality of the air in and occupied enclosed space that is within an established temperature and comfort zone and which

does not contain air contaminants in sufficient concentration to produce a negative impact on the health and comfort of the occupants. Established temperature and relative humidity comfort zones are defined as:

- Temperatures must be maintained between 68 and 76 degrees Fahrenheit depending on the season (Winter 68 – 73: Summer 73 -76); relative humidity levels must be maintained between 30% and 55%, with the humidity level not less than 30% and not to exceed 55%.

- Hidalgo County reserves the right to review the Indoor Quality Test results.

16. During the term of the lease, the building must be well ventilated as required by law: Carbon Dioxide levels cannot be more than 700 ppm of contiguous outside ambient air, and Carbon Dioxide levels cannot exceed 1200 ppm. If there are gas appliances (heaters, a/c system) prior to occupancy and as required by Lessee, Lessor must provide documentation proof that all gas operating appliance have been inspected are functioning properly to prevent the inappropriate accumulation of Carbon Monoxide levels. If Carbon Monoxide levels are identified, Carbon Monoxide levels must not exceed 1 ppm.

17. During the term of the lease, all air conditioning systems must comply with the American Society of heating, Refrigeration and Air Conditioning Engineers Specifications (ASHRAE). Proof of compliance with specifications must be provided at the time of the bid. Maintenance of air conditioning, heating will be the responsibility of the lessor's expense.

18. Prior to occupancy, plus during the term of the lease upon written request of Lessee, Lessor will provide documentation from an approved laboratory source that biological contaminant levels (i.e., mold, mold spores fungi, yeast, etc.) within the building do not exceed more than 10% of contiguous outside air levels.

19. HVAC Systems must be cleaned and inspected prior to occupancy by Hidalgo County and on an annual basis at the Lessor's expense.

20. Hidalgo County requires a third party inspection, at Lessor's expense, of roof system assessment with reports on:
    - Age, Condition, and Warranty of the roof

21. Hidalgo County requires the Lessor to maintain a weather tight roof system through-out the term of the lease.

22. Bid premises shall have water, sewer, garbage pickup in addition to electricity and natural gas. Building must have natural adequate lighting at each hallway and office area.

23. Security lighting must be provided on the outside of the proposed building and approved by Hidalgo County.

24. The bidder who will be awarded the contract/lease will ensure that the facilities (toilets, water faucets, and air conditioning, heating, etc.) within the building are working properly before and during the rental/lease of the building and will provide all upkeep and maintenance under the lease.

25. Building shall be in good working condition and be handicap accessible to provide services to all clients.

26. All repairs will be done on a timely manner as prioritized by Hidalgo County.

27. Bidder must provide the legal description of the property along with your bid and include a proposed "floor plan layout" of your facility.

28. Hidalgo County must have permission to install phone lines, audio, video and/or data cabling in the facility if necessary.

29. Prior to occupancy, Lessor must provide documented proof that the building is asbestos free, if applicable.

30. Upon submission of bid, Hidalgo County reserves the right to tour and visit proposed building.

31. Hidalgo County reserves the right to have the building inspected on an as needed basis in as much as to ensure that the building is meeting up to standards requirements while contract is ongoing with the County.

32. Building must be free of insects and rodents prior to occupancy by the Hidalgo County Judicial Court. Pest control maintenance will be at the Lessor's expense throughout the term of the contract/lease.

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements:

1. Bidder(s) shall provide insurance for the building to be leased against fire, accidents and natural disaster throughout the term of lease. Also, Bidder shall maintain liability insurance on the premises as indicated on Exhibit "C".

2. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by the Lessor.

3. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder.

4. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum Lessor shall use to repair and restoration purpose.

TERMS AND CONDITIONS:

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) one (1) year term under the same rates, terms and conditions.

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

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

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

5. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

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

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

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

Additional information:

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

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, Wednesday, **MONTH 00, 2011 at 5:00 p.m.** at yolanda.velasquez@co.hidalgo.tx.us Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, **MONTH 00, 2011 at 5 p.m.**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-11-000-00-00

THIS LEASE is made and entered into by and between _____ _____, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this "Lease" as "Lessee", in accordance with the Request for Bids (RFB) Procurement Packet, attached hereto as Exhibit "A".

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "B", the "Premises", attached hereto and Lessor and Lessee agree to the consisting of _____ square feet.

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for **one (1) year** commencing on _____ (as hereinafter defined) and ending on _____(as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee. The "Termination Date" is the date twelve (12) months following the Commencement Date, unless the Commencement date is other than the first day of a calendar month, in which event the Term shall be extended by the number of days remaining in the month which includes the Commencement Date, and the Termination Date shall be likewise extended. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains

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on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an **additional two (2) one (1) year terms**, under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

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1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **(Vendor's Price)** **(_____)** per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first (1st) business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **Address, City/State and Zip** or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on

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the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that will result in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service.

Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's and Lessee's Duties to Repairs

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems (HVAC) and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Lessor's Duty

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4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.
(2) Plumbing facilities that conform to applicable law, maintained in good working order.
(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.
(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.
(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.
(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.
(7) Floor, stairways, and railings maintained in good repair.
(8) Landscaping (all greenery, watering, and maintenance).
(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor makes repairs at least fifteen (15) days following the date of Lessee=s notice to Lessor, it will be presumed to have acted in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises

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or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the

term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance.

9.3 Lessee. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire,

tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken

for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of

any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to re-let after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of re-letting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee=s notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

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ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
_____
_____
_____
_____

Lessee:
County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party

written notice of the new address in the manner provided in this section.

Parties Bound

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

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

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Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

DRAFT

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

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

DRAFT

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____, 2011.

LESSOR:

By:_____

LESSEE:
HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court _____, 2011

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

By: _____
Stephen L. Crain, Attorney

DRAFT

AI-28863 **21. A. 6.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Discussion and applicable action if necessary in connection with construction materials testing services contract #C-10-319-10-19-L & G Laboratory , LLC, Article 3 (attached herein) to clarify that the Work Authorization is sufficient notification by County to firm and no additional written notification is necessary;

b. Discussion and applicable action if necssary in connection with surveying, appraisal, construction materials testing and any other professional service contract(s) (samples attached herein) to clarify those Articles that state either work authorizations or purchase orders constitute notice "in writing" by the County and that no additional written document is required.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact; purpose of agenda item is to clarify the terms and conditions of various contracts for professional services.

Attachments

APPRAISAL CONTRACT (FIRST AND SECOND PAGE ONLY)

SURVEYING CONTRACT (FIRST AND SECOND PAGE ONLY)

CONSTRUCTION MATERIALS TESTING (FIRST AND SECOND PAGE ONLY)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/29/2011 10:37 AM
Budget & Management	Merlen P. Munoz	09/29/2011 10:46 AM
Rosalinda Cantu	Merlen P. Munoz	09/30/2011 02:32 PM
Ivan Cantu	Ivan Cantu	09/30/2011 02:41 PM
Auditor's Office	Arcilia Duran	09/30/2011 03:27 PM

Form Started By: Vangie Garcia Started On: 09/28/2011 04:03 PM

Final Approval Date: 09/30/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-11-071-03-07

THIS AGREEMENT is made effective the 7TH day of March**,** 2011, by and between the **County of Hidalgo, Texas** ("County") and **Leonel Garza, Jr. & Associates, LLC** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for: **"Projects for Precinct No. 1" (on an as needed basis)**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Service," and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, The Professional Services Procurement Act, Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, County has selected the Appraiser to provide appraisal services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County, The Fair Market Value Appraisals

in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 1 as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser." In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become **NULL and VOID**. If such Purchase Order becomes **NULL and VOID** and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provided the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. Term. This Contract becomes effective when fully executed by both parties and will terminate **One (1) Year** from the date of execution or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each purchase order.

3. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser 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. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 20, hereof.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-11-239-10-04

THIS AGREEMENT is made effective the 4th day of **October, 2011**, by and between the **County of Hidalgo, Texas** ("County") and **Guzman & Munoz Engineering & Surveying** ("Surveyor").

W I T N E S S E T H:

WHEREAS, the County requires "Surveying Services" for **"Road and Bridge, C.I.P. and Other Projects in General" (on an as needed basis)** located within **Hidalgo County Precinct No. 1,** and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Surveying Services", and

WHEREAS, from which "Professional Surveyor" has been selected from the "Pool" of pre-qualified Surveyors from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Surveyor" are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional Surveyors to assist the County by providing Surveying services; and

WHEREAS, County has selected the Surveyor to provide Surveying services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein

contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to County "Surveying services" for and in connection to the: **"Road and Bridge, C.I.P.** and **Other Projects in General" (on an as needed basis)** located within **Hidalgo County Precinct No. 1,** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor". ***In the event the Surveyor does not provide the Scope of Services prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and the Scope of Services is secured from another firm, Surveyor will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Surveyor that Hidalgo County has caused or delayed thus preventing the Surveyor from meeting the specified agreed upon deadline to provided the Scopes of Services ordered, Surveyor must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. Term. This Agreement shall commence upon approval of this agreement for a term of **one (1) year,** effective **October 4, 2011,** expiring **October 3, 2012** or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each **"Purchase Order"**.

The County assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the County for the Surveyor to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. **Non-Exclusive Services of Surveyor** Hidalgo County reserves the right to request these services from other sources other than the Surveyor and shall not be in

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-10-319-10-19

THIS AGREEMENT is made effective the **19th** day of **October, 2010** by and between **HIDALGO COUNTY, TEXAS,** ("County") **Precinct No. 1** and **L&G Engineering Laboratory LLC** of **Mercedes, Texas**, a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for "Hidalgo County Precinct No. 1 Projects;" **(ON AN AS NEED BASIS)**

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. Scope of Services. The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. Non-Exclusive Services of Laboratory. Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit

periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or

AI-28826 **21. B. 1.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Status report and recommendations related to negotiations with the number one ranked firm of G.A.S. Enterprises, Inc.;

b. Acceptance and approval of final negotiated contract document (authorized for negotiations by CC on 07/12/11) including G.A.S. Enterprise's reconsideration of his best and final offer for the provision of the Construction Management Services For Design And Construction Of A New Constable Building-Precinct One, OR, in the alternative;

c. Authority to cease negotiations with the number one ranked firm;

d. Authority to commence negotiations with the number two ranked firm of Dannebaum Engineering for the provision of the Construction Management Services For Design And Construction Of A New Constable Building-Precinct One;

e. Recommendation by Hon. Celestino Avila, Constable, Precinct #1 for CC to consider and approve the "cancellation" of project management services for the project and have work assigned to County staff.

BACKGROUND

Contract template previously approved as to form by legal for the Sheriff's Substation contract with Prodigy.

No action was taken by Commissioners Court on AI#28592 placed on 09/20/11. In addition, a direction by Commissioners Court to re-negotiate with G.A.S. Enterprises in reconsidering their best and final offer was requested.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

Available balance as of 9-30-11 $456,777.34; additional funds will be in place on an "as needed" basis to fund total actual construction costs of project.

Attachments

CONTRACT DOCUMENT

PREVIOUS AGENDA

CORRESPONDENCE

CONSTABLE'S CORRESPONDENCE

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/29/2011 10:39 AM
Budget & Management	Merlen P. Munoz	09/29/2011 10:45 AM
Ivan Cantu	Ivan Cantu	09/30/2011 09:28 AM
Auditor's Office	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Vangie Garcia Started On: 09/28/2011 08:30 AM

Final Approval Date: 09/30/2011

AGREEMENT

FOR

CONSTRUCTION MANAGEMENT SERVICES
Design And Construction Of A New Constable Building For Constable Precinct No. 1

BETWEEN

G.A.S. ENTERPRISES, INC.

&

THE COUNTY of HIDALGO, TEXAS

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Agreement for Construction Management Services Between G.A.S. Enterprises, Inc. and The County Of Hidalgo, Texas

This AGREEMENT(the "Agreement") made this 4th day of October, 2011 between The County of Hidalgo, Texas (the "Owner") and G.A.S. Enterprises, Inc. (hereinafter "Construction Manager or PM") for Services in connection with the project known as Design And Construction Of A New Constable Building (the "Project"). The Owner and the PM agree as set forth below:

ARTICLE 1
DEFINITIONS

The following words and phrases appearing in initial capitalization shall for the purposes of this Agreement have the following meanings:

1.1 **ADDITIONAL SERVICES**. "Additional Services" means services not included in Basic Services, the performance of which by the Construction Manager is specifically approved in writing prior to the performance by the Construction Manager of such Service.

1.2 **ADDITIONAL SERVICES AGREEMENTS.** "Additional Services Agreements" means any written agreement signed by Owner and PM for the provision of Additional Services by PM for which PM will be paid Additional Services Compensation.

1.3 **ADDITIONAL SERVICES COMPENSATION.** "Additional Services Compensation" means the fees determined in accordance with Additional Service Agreements to be paid by the Owner to the Construction Manager in connection with the performance of Additional Services or on account of the occurrence of an event specified in Excusable Delays.

1.4 **AGREEMENT.** "Agreement" has the meaning set forth in the introductory paragraph.

1.5 **AIA CONTRACT**. "AIA Contract" means that certain AIA B101 – 2007 Standard Form Of Agreement between Owner and Alcocer Garcia Associates and AIA 201-2007 General Conditions Of The Contract For Construction, made as of the 8th day of February, 2011, for architect's services for the Project, including the exhibits attached thereto, as such agreement may be amended from time to time.

1.6 **BASIC SERVICES.** "Basic Services" means (a) the services set forth in Attachment A and (b) each other service performed by or on behalf of the Construction Manager, even though such service is not included on Attachment A, which Service the

Owner did not specifically approve in writing as an Additional Service in advance of performance of such Service.

1.7 **BASIC SERVICES COMPENSATION.** "Basic Services Compensation" means the lump sum fee designated in Article 4 to be paid by the Owner to the Construction Manager for the satisfactory performance of all of the Basic Services by the Construction Manager.

1.8 **CONSTRUCTION CONTRACT DOCUMENTS.** "Construction Contract Documents" means the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Owner-Contractor agreement, all of which shall be compatible with this Agreement.

1.9 **CONSTRUCTION MANAGER**. "Construction Manager" has the meaning set forth in the introductory paragraph.

1.10 **CONTRACTOR**. "Contractor" means any person or entity that enters into an agreement with the Owner to perform all or part of the construction on the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" includes the authorized representative or a Contractor, but excludes the Construction Manager and the Design Consultant.

1.11 **DESIGN CONSULTANT**. "Design Consultant" means the architect designated pursuant to the AIA Contract, and any substitute selected by the Owner.

1.12 **INDEMNITEES.** "Indemnities" has the meaning set forth in Section 10.1.

1.13 **INDEMNITORS.** "Indemnitors" has the meaning set forth in Section 10.1.

1.14 **LIABILITIES.** "Liabilities" has the meaning set forth in Section 10.1.

1.15 **OWNER**. "Owner" has the meaning set forth in the introductory paragraph.

1.16 **OWNER-CONTRACTOR AGREEMENT**. "Owner-Contractor Agreement" means an agreement related to the Project between the Owner and a Contractor.

1.17 **OWNER'S DESIGNEE**. "Owner's Designee" means the Hidalgo County Commissioner's Court.

1.18 **PM**. "PM" has the meaning set forth in the introductory paragraph.

1.19 **PROJECT**. "Project has the meaning set forth in the introductory paragraph.

1.20 **PROJECT SCOPE.** The "Project Scope" is the provision of construction management services for the Project.

1.21 **REIMBURSABLE EXPENSES**. "Reimbursable Expenses" has the meaning set forth in Section 7.4.

1.22 **SERVICES**. "Services" means the Basic Services and Additional Services.

1.23 **WORK**. The "Work" means the work to be performed by the PM hereunder, consisting of the Basic Services and the Additional Services and the work performed by the Design Consultant and the Contract.

ARTICLE 2
RELATIONSHIP OF THE PARTIES

2.1 **REPRESENTATIVE OF OWNER**. The Construction Manager shall act as the "Designated Representative" of the Owner under the AIA Contract in consultation with the Hidalgo County Commissioner's Court and the Hidalgo County Constable Precinct No.1, who are the Designated Representative of the Owner as specified in the AIA Contract. Notwithstanding anything to the contrary contained herein, PM acknowledges and agrees that it does not have the authority to bind the Owner, including with respect to the AIA Contract or Owner-Contractor Agreements and that decisions affecting the cost, quality or design of the Project cannot be made by the PM without the prior written agreement from the Commissioner's Court. All matters requiring decision will be submitted by the Construction Manager to the Commissioner's Court for their decision.

2.2 **STANDARD OF CARE.** The Construction Manager will serve as a fiduciary of the Owner and will represent the best interest of the Owner and the utmost good faith, honesty and fairness as required by statute. The Construction Manager covenants with the Owner to furnish its professional skill and judgment with due care in accordance with the generally accepted standards of construction management practice in the same or similar locality and in accordance with the federal, state and local laws, regulations and Owner's policies which are applicable to the performance of the Services and which are in effect on the date of this Agreement or as may be amended during the term thereof. The Construction Manager shall not be regarded as a guarantor with respect to any work product provided hereunder. Construction Manager's warranty for its Services begins on the date specified in the certificate of substantial completion of the Project, and extends for a period of twelve months thereafter. In the event there is a defect in the Construction Manager's Services and such defect is reported by Owner, in writing, within the above warranty period, Construction Manager shall promptly take appropriate action to remedy the defect and furnish at no cost to Owner all Services required in connection therewith.

2.3 In providing Services, the Construction Manager shall maintain a work relationship with the Contractor and Design Consultant on behalf of the Owner. However, nothing in this Agreement shall be construed to mean that the Construction

Manager supplants or assumes any of the Contractor's or the Design Consultant's contractual or customarily assumed responsibilities unless expressly provided herein or in an Additional Services Agreement. The Construction Manager will use its best efforts to monitor the Work in accordance with the Scope of Services set forth in Attachment A and provide written reports to Owner of any inadequacies observed. Subject to this requirement, the Construction Manager shall not be responsible for construction means, methods, sequences or procedures utilized by the Contractor or the Contractor's breach of contract; or Contractor's failure to carry out safety or security in connection with the Project (unless otherwise specified as a Basic Service); acts or omissions of the Design Consultant; or adequacy or accuracy of any part or all of the Project design.

2.4 Both parties to this Agreement recognize that performance under the agreement(s) between the Owner and the Contractor, the Owner and the Design Consultant, or Owner and any third party is solely the responsibility of the individual Contractor, Design Consultant, or third party; consequently, nothing in this Agreement shall be construed to mean that said performance or lack thereof by Owner, Contractor , and/or Design Consultant, or any third party, is in any way to be considered the responsibility of the Construction Manager. The Construction Manager shall, however, promptly notify the Owner of any issues with such parties performance of which the Construction Manager becomes aware.

2.5 **SUBSTITUTION OF PERSONNEL**. The Construction Manager and the Owner shall each respectively reserve the right to substitute duly qualified personnel for the purpose of carrying out their respective responsibilities under this Agreement; provided, however, that in the event of any such substation by the Construction Manager, the Owner shall have the right to approve any such substitute.

ARTICLE 3
BASIC SERVICES

3.1 The Construction Manager shall perform all of the Basic Services set forth in Attachment A. The Basic Services shall be performed under and in accordance with this Agreement and the Construction Contract Documents.

ARTICLE 4
COMPENSATION

4.1 **BASIC SERVICES COMPENSATION**. The Owner shall pay the Construction Manager Basic Services Compensation in accordance with the terms and conditions of this Agreement as follows:

4.2 (a) The Basic Services Compensation shall be ___ percent (___%) of the final cost of construction of the Project, provided, however, that the Basic Services Compensation shall not exceed ($_____), which is calculated as____ percent (___%) of

the Owner's current construction budget for the Project of _____($_____) without the prior written consent of the Owner.

(b) The projected schedule for payment of the Basic Services Compensation is set forth in Attachment E. The parties acknowledge that if the Work is performed more slowly than currently anticipated, the schedule will be revised to provide for equal monthly payments over the duration of the project timeline as established by the Owner. At the satisfactory completion of the all Basic Services, the total payments paid to the Construction Manager shall equal the Basic Services Compensation. No payment shall be due prior to receipt of the applicable invoice pursuant to section 4.3 below.

(c) The Owner reserves the right to add other work to the Scope of Services of the Construction Manager hereunder, and adjust the fees of this Agreement by a reasonable amount, which shall be agreed to in written by the Owner and the Construction Manager.

4.3 **INVOICES**. No more than monthly, the Construction Manager shall submit invoices to the Owner, to the attention of the Owner's Designee, for payment of the Basic Services Compensation and any approved Additional Services. The Owner shall notify the Construction Manager of any dispute related to the invoice.

4.4 **PAYMENTS WITHHELD**. There are no monies related to retainage under this contract with the Construction Managers Services.

4.5 **PAYMENT**. The Owner shall pay all undisputed amounts and invoices to Construction Manager pursuant to this Agreement within 30 days after receipt of the invoice.

4.6 **CONDITIONS FOR BASIC SERVICES COMPENSATION**. The general Project Scope is described in this Agreement. So long as there is no deviation in the Project Scope, the Basic Service fee shall not change. If there is a deviation that results in an increase in the final cost of construction, the Basic Services Compensation shall increase in accordance with Section 4.1(a), subject to the prior written agreement of the Owner thereto.

4.7 **EXPENSES**. The Construction Manager's monthly invoice shall include a portion of the Construction Managers expense items that are payable by the Owner as set forth in Attachment D that were incurred by the Construction Manager on the Owner's behalf. Items provided by Owner at no expense to the Construction Manager are referenced in Attachment D as provided "By Owner". The Construction Manager acknowledges and agrees that any such expenses payable by Owner must be included in the construction budget and are subject to Owner's prior written approval before the Construction Manager incurs any such expense.

4.8 **ADDITIONAL SERVICES COMPENSATION**. Additional Services Compensation shall be determined and paid in accordance with the provisions of Attachment B.

4.9 **SUSPENSION OF SERVICES**. In the event any undisputed invoice submitted by the Construction Manager for Services rendered is not paid within 60 days after receipt of the invoice, the Construction Manager shall have the right to cease or suspend all performance required under this Agreement until all outstanding undisputed invoices from the Construction Manager to the Owner are paid in full. Not withstanding anything herein to the contrary, suspension of Services by the Construction Manager shall not be deemed a breach of this Agreement in whole or in part or the fault of the Construction Manager.

If the Construction Manager ceases or suspends performance for non-payment under this Agreement, the Construction Manager shall not be liable to the Owner for any increase in construction or other costs, for delay in the time for completion of the Program, or for any other adverse consequences, claims, liabilities or expenses (including without limitation reasonable attorney's fees and court costs) which may arise due to the exercise of this right to cease or suspend performance.

In the event of suspension of Services under this Agreement, the duration of Services and Phases shall be extended by a period of time corresponding with the period for which Services were suspended.

ARTICLE 5
DURATION OF BASIC SERVICES

5.1 **TOTAL DURATION OF BASIC SERVICES**. The duration of Basic Services under this Agreement shall begin as of the date this Agreement is executed by all parties. It is anticipated that all of the Services will be completed in _____ weeks, or as established by the Project timeline. If design delays, construction delays, or other factors beyond the control of the Construction Manager cause the durations of the Project to extend beyond the anticipated durations shown in the Project timeline, the staffing required for the extended durations will be considered as an Additional Service, subject to the following limitation:

(1) There will be Additional Services Compensation granted only to the extent that the reason for the late completion of the works is not the fault of the Construction Manager.
(2) The prior written agreement of the Owner to such Additional Services Compensation must be obtained by the PM.

5.2 The duration of the Basic Services set forth in this Agreement shall be extended as required in accordance with amendments to this Agreement signed by the parties

hereto in the event of any suspension, delay or interruption of the Services or the Work on the Project pursuant to the Project time line.

ARTICLE 6
OWNER'S RESPONSIBILITIES

6.1 OWNER'S DECISIONS. The Owner shall examine information submitted by the Construction Manager and shall render decisions pertaining thereto promptly, in order to avoid delay in the progress of the Work and Services The Construction Manager acknowledges that the Owner is a political subdivision of the state of Texas, subject to statutory requirements concerning when and how it may meet and act.

6.2 **INFORMATION, SURVEYS, REPORTS**. The Owner, after notice from the Design Consultant, shall furnish or obtain site information, soil and surveyor services, and structural, mechanical, chemical, electrical, conductivity and other laboratory tests, inspections and reports as deemed necessary by the Owner. The Construction Manager shall be entitled to rely upon accuracy and completeness of information, surveys, tests, and reports furnished by the Owner, its Design Consultant, other consultants of the Owner and the Contractor; provided, however, that the Construction Manager shall promptly notify the Owner of any inaccuracies or lack of completeness of which it becomes aware.

6.3 **NOTICE OF FAULT OR DEFECT**. If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Construction Contract Documents prompt written notice thereof shall be given to the Construction Manager to resolve with the responsible party. The Construction Manager will notify the Owner of any such fault or defect of which it becomes aware and shall resolve such issues with the responsible party.

6.4 **OWNER INFORMATION AND APPROVALS**. The Owner shall furnish required information and approvals for orderly progress of the Work. If the Construction Manager knows of a particular item on which a decision, information or approval is needed from the Owner, Construction Manager shall notify the Owner of that need in writing.

6.5 **DESIGN CONSULTANT AGREEMENT**. The Owner has retained and contracted separately with the Design Consultant through the AIA Contract. The Construction Manager shall promptly notify the Owner of any irreconcilable inconsistency between the AIA Contract and this Agreement.

6.6 **BUDGET**. The Project budget shall be established by the Owner and Design Consultant.

6.7 **CONTRACTOR AGREEMENT**. The Owner shall contract separately with Contractor(s) for the construction of the Project. The Owner shall cause all Agreements

between the Owner and Contractors to be compatible and consistent with this Agreement, and such agreements shall recognize the Construction Manager as the Owner's agent, subject to the limitations on the Construction Manager's authority as set forth herein, in providing the Services under this Agreement. In addition to other provisions which require the Contractor to complete the Project within the time and contract amount stated in such Agreements.

6.8 **CONSTRUCTION CONTRACT DOCUMENTS**. Sufficient copies of Construction Contract Documents shall be furnished to the Construction Manager by the Owner by the Owner's expense.

6.9 **PERMITS AND LICENSES**. The Construction Manager shall not be obligated to pay for any necessary permits, license, fees, approvals, easements, assessments, re-inspect, plan review and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, or new facilities unless included in an Additional Services Agreement.

6.10 **PROJECT COMMUNICATION**. The Owner shall direct the Design Consultant(s) and General Contractors to deliver a copy of all Project information or communication to the Construction Manager.

6.11 The Owner's Designee shall act in the Owner's behalf with respect to the Project. The Owner shall make representatives reasonably available during regular working hours as reasonably necessary to examine information submitted by Construction Manager; it being understood that only Commissioner's Court may render decisions. Owner shall cause its representatives to furnish information in a reasonably timely manner. *Construction Manager acknowledges that the Owner is a public body and decisions of the Owner can only be made by the Commissioner's Court, and agrees this provision does not require the Owner's representative to make decisions, which are reserved for the Commissioner's Court.*

6.12 **CONSTRUCTION MANAGER FIELD OFFICE**. (not applicable).

6.13 **Additional Disclosures**: Owner has disclosed to PM (1) the Project budget (2) the Project timeline and (3) the Project Scope, and will keep the PM apprised of any material changes thereto.

6.14 **Document Control License**: The Owner may subscribe for the usage of a document control license through Prodigy Construction Management, as per Attachment D, through an Additional Services Agreement. PM acknowledges that the Owner does not currently intend to subscribe for any such license.

ARTICLE 7
CHANGES IN SERVICE AND PROJECT

7.1 **CHANGES WITHIN THE GENERAL SCOPE OF PROJECT**. The Owner reserves the right to modify, by addition or reduction, the scope and duration of the Project. PM acknowledges that change orders to the construction contracts, additional services under the design contracts, and changes in the general Project which do not result in a substantial deviation in the Project Scope are to be expected, and do not result in changes to the Basic Services Compensation hereunder. When there is a substantial deviation from the Project Scope from that shown on Section 1.1, it may result in an increase or decrease in Basic Services Compensation as provided in Section 4.1

7.2 **EXTENSION OF DURATION OF BASIC SERVICES AND PHASES; ADDITIONAL SERVICES**. Should a substantial extension of the Project timeline occur through no fault of the Construction Manager, which extension is not expected to result in an increase in the Basic Services Compensation, the parties shall negotiate in advance concerning whether entry into an Additional Services Agreement to provide for Additional Services Compensation for the Construction Manager for the performance by the Construction Manager of Additional Services.

7.3 **ADDITIONAL SERVICES COMPENSATION**. The amount of Additional Services Compensation to be paid to the Construction Manager with respect to Additional Services shall be set forth in an advance in a written ADDITIONAL SERVICES AGREEMENT executed by the Owner and the Construction Manager. In the event an Additional Services Agreement is entered into by the Owner and Construction Manager without specifying the Additional Services Compensation to be paid with respect thereto, the Additional Services Compensation shall be determined on a time-spent basis calculated by multiplying the number of hours spent on performing the Additional services times the applicable Hourly Billing Rate for the personnel set forth on Attachment A plus Reimbursable Expenses pursuant to Attachment B.

7.4 **REIMBURSABLE EXPENSES**. In connection with Additional Services, "Reimbursable Expenses' are those actual expenditures made by the Project Management, its employees, or its professional consultants, directly as a result of performance of Additional Services and which are expressly set forth as Reimbursable Expenses on the related Additional Services Agreement. No reimbursable expenses shall be chargeable to the Owner unless such costs are specifically agreed in writing between Owner and the Construction Manager prior to performance of Additional Services.

7.5 **PROFESSIONAL CONSULTANTS**. Cost of professional consultants retained by the Construction Manager with regard to such Additional Services shall be invoiced to the Owner without a surcharge. No professional consultant charges are chargeable unless specifically agreed to in writing in the related Additional Services Agreement by Owner prior to performance of any Additional Services.

7.6 **PAYMENT FOR SERVICES UNDER THIS ARTICLE**. The Construction Manager shall submit invoices for the Additional Services Compensation, reimbursable Expenses, and professional consultant's costs to the extent each is allowed in accordance

with the terms of this Agreement, which shall be paid pursuant to the provisions of Attachment B of this Agreement.

ARTICLE 8
NOTICES

8.1 **NOTICES**. Any notice required by this Agreement to either party by the other shall be in writing and deemed given when delivered personally or five days after deposit in the United States Post Office, as postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

Owner	County of Hidalgo Attention: Hidalgo County Judge
Name of Project	Design And Construction Of A New Constable Building-Precinct 1
Address	1615 S. Closner, Ste. J
City State Zip	Edinburg, Texas 78539-3523
Construction Manager:	Rene Salinas, President
Company	G.A.S. Enterprises, Inc.
Address	P.O. Box 309
City State Zip	Elsa, Texas 78543
Telephone	(956) 262-7107 (Phone)

ARTICLE 9
INSURANCE

9.1 **CONSTRUCTION MANAGER INSURANCE**. The Construction Manager shall purchase and maintain for the duration of this Agreement insurance for protection from (a) claims under worker's compensation acts in at least the minimum statutory amounts as listed below and (b) claims resulting from negligent acts for which the Construction Manager is legally liable arising from (i) claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Construction Manager's employees or any other person and (ii) claims for damages because of injury to or destruction of tangible personal property equivalent protection acceptable to Owner.

1. Worker's Compensation
    1. State Statutory
    2. Employer's Liability; $100,000 Each Occurrence

2. Automobile Liability

1.) Bodily Injury

a. Each Person, $500,000

b. Each Occurrence, $500,000

2) Property Damage

a. Each Occurrence, $300,000

b. Each Occurrence, $300,000

3. General Liability $1,000,000 Each Occurrence

ARTICLE 10
INDEMNIFICATION

10.1 **INDEMNIFICATION**. To the fullest extent permitted by applicable law, the Construction Manager and its agents, partners, sub-contractors, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend, and hold harmless the Owner and the Owner's elected officials, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, cause of action, suits, judgments and expenses, including attorney fees and expenses, of any nature, kind or description (collectively "Liabilities") whatsoever arising out of, caused by or resulting from the performance of the Construction Manager's Services or through activities or any negligent act or omission of the Indemnitors or any of their agents, partners, subcontractors and/or consultants performed under this Agreement, or from any breach of this Agreement by any of the Indemnitors.

10.2 **ACTS AND OMISSIONS**. The Construction Manager shall not be responsible for any portion of the Liability proximately caused by the Owner's or an unrelated third party's acts or omissions. Nothing in this paragraph shall be constructed to excuse the Construction Manager from liability for its or the other Indemnitors own acts or omissions. Owner agrees that in new contracts for the Project with engineers, contractors, sub-contractors, and suppliers that the Owner will use reasonable efforts to obtain in such agreements obligations for the other party thereto to defend and indemnify Construction Manager against such other party's acts and to add Construction Manager as an additional insured to each such party's insurance policies, in the same manner and the same form, if any, that the Owner requires for itself from such parties.

10.3 **EXCUSABLE DELAY**. The Construction Manager and the Owner shall not be liable to each other for any delays in the performance of their obligations and responsibilities occurring beyond their reasonable control and or without their fault or negligence, including but not limited to any of the following events or occurrences; fire, flood, earthquake, epidemic, hurricanes, archaeological finds, war and strikes.

10.4 **SURVIVAL OF INDEMNITIES**. Indemnity hereunder shall survive expiration or termination of this Agreement.

ARTICLE 11

TERMINATION AND SUSPENSION

11.1 **TERMINATION**. This Agreement may be terminated by Owner without cause upon 30 days written notice to the Construction Manager.

11.2 This Agreement may be terminated by either party with cause hereto upon seven (7) days written notice and a reasonable opportunity to cure (which shall be deemed to be such seven (7) day period unless the parties otherwise agree in writing), should the other party fail substantially to perform in accordance with the terms hereof through no fault of the terminating party, or if the Project in whole or substantial part is abandoned or stopped for a period of sixty (60) or more days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making material unavailable, provided that if the Project Scope as a whole is terminated as a time when one or more sub-project if required to do so by the Owner.

11.3 In the event of a termination under 11.1 or 11.2, the Construction Manager shall be paid only any Basic Services Compensation and Additional Services Compensation for Services performed to the date of termination or abandonment, including any expenses and services of professional consultants then due and payable under this Agreement.

11.4 **SUSPENSION**. The Owner may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work on the Project for sixty (60) day period for the convenience of the Owner, or because of events beyond the control of the Owner or the Construction Manager.

11.5 In the event the Work on the Project is suspended, delayed or interrupted pursuant to section 11.14 , the parties may agree to Additional Services Compensation pursuant to section 7.2 above, and in the event such agreement is reached, unless otherwise set forth in the applicable Additional Services Agreement, the terms shall be as follow: for the first twenty (20) work days of such suspension, delay or interruption Owner shall compensate the Construction Manager on a time spent basis deemed to consist of eight hours a day for each of the Construction Manager's site and office personnel exclusive involved in the Project immediately prior to such suspension, delay or interruption and who are both are not reassigned to other projects and remain in the full-time employment of the Construction Manager, multiplied by the applicable hourly rate for such personnel set forth on Attachment A, plus Reimbursable Expenses pursuant to Attachment B. Construction Manager will not receive compensation according to the fee schedule set out in Attachment E during such suspension period. Such amounts shall be invoiced to the Owner and paid by the Owner pursuant to the provisions of Article 4 of the Agreement. Any time after the sixty (60) day suspension period, Construction Manager may, at its sole option elect to terminate this Agreement or remobilize on the Project and resume the Services. The Construction Manager shall restore construction site personnel

and office personnel to its former size as quickly as is reasonable feasible upon its election to remobilize.

11.6 **SUSPENSION OF WORK WHERE ASBESTOS OR OTHER TOXIC OR HAZARDOUS MATERIAL IS FOUND**.

The Construction Manager and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at a Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

In the event the Construction Manager or any Contractor encounters on the Project site material reasonably believed to be asbestos, PCB or any toxic or material which has not been rendered harmless and which is not part of the Work to be performed by the Contractor on the Project, the Construction Manager shall immediately stop Work in the affected area and report the condition to the Owner in writing. The Work in the affected area shall not thereafter resume except by written agreement of the Owner and the Construction Manager if in fact the material is asbestos, PCB or any toxic or hazardous material and has not been rendered harmless. The Work in the affected area shall resume in the absence of asbestos, PCB or any other toxic or hazardous material, or when it has been rendered harmless, by written agreement of the Owner and Construction Management.

The Owner shall not require the Construction Manager without its consent to perform any Services related to asbestos, PCB or any other toxic or hazardous material.

In the event of any suspension, delay or interruption of any or all the Work on the Project pursuant to this section, the time for the completion of Basic Services shall be extended by a period of time corresponding to the impact such suspension has in the completion of all the Work of the Project covered by this Agreement, and the Construction Manager may be entitled to receive Additional Services Compensation in accordance with Section 7.2.

11.7 **EFFECT OF DELAY OR SUSPENSION**. A suspension, delay or interruption of the Work on the Project shall not terminate nor void this Agreement.

ARTICLE 12
SUCCESSORS/ASSIGNMENT/THIRD PARTIES

12.1 SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the heirs, successors, permitted assigns, trustees and personal representatives of the Owner, as well as the permitted assigns of Construction Manager.

12.2 ASSIGNMENT. Neither the Owner nor the Construction Manager shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the

other, except that the Construction Manager may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

12.3 **THIRD PARTIES**. This Agreement is not intended to create nor shall it be construed as creating any contractual relationship or obligations between the Construction Manager and any other third party, including but not limited to the Design Consultant and the Contractor. Nothing contained in this Agreement, nor the performance of the parties hereunder, shall inure to the benefit of any third party.

ARTICLE 13
CERTIFICATES FOR PAYMENT TO THE CONTRACTOR

Based upon observations at the site and upon the Contractor's applications for payment, the Construction Manager, within 14 days of receipt of the Contractor's application for payment (or such shorter period as reasonably required due to the requirements of the related Owner-Contractor Agreement) shall determine the amount owing to each Contractor pursuant to the terms of the respective Owner-Contractor Agreement, and shall issue certificates for payment to the Contractor in such amount. The Construction Manager shall consult with the Design Consultant in the determination of the amount due to the Contractor. The Construction Manager and the Design Consultant shall sign the certificates for payment prior to the time they are transmitted to the Owner by the Construction Manager. The signing of a certificate for payment by the Construction Manager shall constitute representation by the Construction Manager to the Owner based on the Construction Manager's observations at the site pursuant to this Agreement, the data comprising the application for payment, and information supplied by the Design Consultant, that the Work has progressed to the point indicated, and that after due inquiry to the best of the Construction Manager's knowledge, information and belief, the quality of the Work appears to be in accordance with the Construction Contract Documents (subject to an evaluation of the Work for conformance with the Construction Contract Documents upon Substantial Completion, the results of any subsequent test required or performed under the Construction Contract Documents, minor deviations from the Construction Contract Documents correctable without cost to Owner prior to completion, and any specific qualifications stated in the certificate for payment) and the respective Owner-Contractor Agreement, and that the Contractor is entitled to payment in the amount certified. However, by signing a certificate for payment, the Construction Manager shall not hereby be deemed to represent that the Construction Manager has made exhaustive or continuous on-site inspections to check the quality of the work or that Construction Manager has reviewed the construction means, methods, techniques, sequences or procedures, or that the Construction Manager has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the construction contract sum.

ARTICLE 14
ADDITIONAL PROVISIONS

14.1 **MEDIATION**. Resolution of any dispute arising under this Agreement between the Owner and Contractor may first be attempted by submitting the dispute to non-binding mediation. The dispute may be submitted to non-binding mediation upon the written demand of either party with the consent of the other party. The non-binding mediation shall be held in Hidalgo County, Texas, at a location agreed to by the parties. The mediator shall be selected by agreement within twenty (20) calendar days from the date the demand for mediation is received by the other party, and absent such agreement, mediation shall not occur. Thereafter, the mediation shall be held at the selected designation within thirty (30) calendar days. The party demanding the mediation shall be responsible for payment of the mediator's fee and associated costs. Mediation of any dispute shall not be a condition precedent to filing a lawsuit, including seeking a mandatory or prohibitive injunction, or equitable relief from any court of competent jurisdiction to enforce or maintain the status quo pending mediation of any dispute.

14.2 **ARBITRATION**. It was the express of the parties hereto to delete any and all provisions regarding, in any form, or rules pertaining to Arbitration.

14.3 **CONFIDENTIALITY**. In order for the Construction Manager to effectively provide the Services required under this Agreement, it may be necessary or desirable for the Owner to disclose to the Construction Manager confidential and proprietary information and trade secrets pertaining to the Owner's past, present, or future activities. The Construction Manager hereby agrees to treat information which has been designated to the Construction Manager by the Owner in writing as being confidential and proprietary information or trade secrets in confidential manner. The Construction Manager further agrees that it will not disclose any such information so designated to anyone outside of the Owner at any time. The terms of this Article shall not apply to (a) information which at the time of disclosure is in the public domain or which subsequent to disclosure enters the public domain except by breach of this Agreement by Construction Manager, (b) information which Construction Manager can show by competent proof was in its possession prior to Owner's disclosure of such information to Construction Manager, or (c) information which Construction Manager received from third parties in the absence of a confidentiality agreement thereon.

14.4 **DOCUMENTS AND RECORDS**. Upon termination or expiration of this Agreement, the Construction Manager shall, upon written request from the Owner, return to the Owner all documents and records provided by the Owner that are in the Construction Manager's possession or control and shall deliver all Project files maintained by the Construction Manager for the Project. However, the Construction Manager shall be allowed to make copies of all such documents, records, information and material.

14.5 Construction Manager's liability arising in any way out of the provision of Services under this Agreement shall be limited to and in no event shall exceed the limits

of the General Liability coverage, regardless of the cause, including the fault, breach of contract, tort, strict liability or otherwise of Construction Manager.

14.6 **GOVERNING LAW**. This Agreement shall be governed by the laws of the State of Texas. Venue of any dispute shall be in Hidalgo County Texas.

14.7 **ENTIRE AGREEMENT**. This Agreement represents the entire Agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. No part of the proposal for this work from the Construction Manager is part of this Agreement.

14.8 **MODIFICATION OF AGREEMENT**. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

14.9 **SEVERABILITY**. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity , illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14.10 **CALENDAR DAYS**. Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.

14.11 **HEADINGS**. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

14.12 **INTERPRETATION OF CERTAIN WORDS**. For the purposes of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

14.13 **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, which shall constitute one and the same instrument.

14.14 **CONFLICT AMONG CONTRACTORS**. In the event of any conflict between the terms and provisions of this Agreement and the AIA Contract and/or the Owner-Contractor Agreement, the Owner shall determine the order of priority of the terms and provisions of the various agreements.

14.15 **NON-DISCRIMINATION**. By the signing of this Agreement, the Construction Manager certifies that it complies with all applicable laws concerning equal opportunity and non-discrimination and that it does not maintain or provide for its employees to perform their services at any location, under its control, where segregated facilities are maintain.

14.16 **E.E.O.C. AFFIDAVIT**. The Construction Manager and all of its consultants agree to submit to the Owner, prior to performance of any Services, an affidavit in the form prescribed at Attachment C.

14.17 Construction Manager will conduct its business on this Agreement in accordance with all Minority and Women Business Enterprises policies of the Owner as of the date of the Contract, and as amended during the course of the Work for work going forward from the time of any amendment.

14.18 **COMMITMENT OF CURRENT REVENUES ONLY**. In the event that, during the term, hereof, the governing body of the Owner does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Owner 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 the Owner pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

[SIGNATURE PAGE FOLLOWS]

This Agreement executed the day and year first written above.

Owner:	PM:
The County of Hidalgo	G.A.S. Enterprises, Inc.
By:_____	By:_____
Ramon Garcia, County Judge	Rene Salinas – President G.A.S. Enterprises, Inc.

Attest:

By:_____
Arturo Guajardo Jr., County Clerk

Approved as to form:

ATLAS & HALL, LLP

By: _____
Stephen L. Crain

ATTACHMENT A
SCOPE OF SERVICES

CONSTRUCTION MANAGEMENT

Construction Manager LLC Services are listed below.

I. PROJECT PLANNING AND MANAGEMENT

a) Construction Manager Implementation Plan: PM will work with Owner to prepare a comprehensive Construction Manager Implementation Plan, which will include:

- Identification of the Owner's overall objectives.
- Project policies necessary to manage to the desired outcome.
- Overall Master Project Schedule including the phasing, sequencing and packaging of design, consulting, equipment or construction contracts so that the work meets the capacity of the design and construction community.
- Overall Project Budget including both soft and hard costs.
- Procurement techniques and forms of contract that can be utilized for the delivery of the Project.
- Project Organization Chart including integration of Construction Manager Services with other related services including design services, FF&E procurement and installation (if necessary), operations & maintenance, technology design and installation, etc.

b) Construction Manager Procedures: Construction Manager will prepare Construction Manager Procedures that:

- Establishes procedures for communication among the Project participants.
- Describes roles and responsibilities for all of the key players in the Project participants.
- Presents administrative procedures for pre-design, design, procurement, construction and post construction services
- Are aligned with Owner goals.

c) Architect-Engineer Selection: Construction Manager, when necessary, will assist in the Architect and Engineer selection and advise Owner on language for approval and acceptance by Owner. Construction Manager will assist with review of potential design team(s) qualifications for capability to perform scope of work and meet schedule. Construction Manager will negotiate with the selected firms and assist in Architect and Engineer contract preparation and review. Construction Manager will review the selected firms' certificate of insurance for compliance with Owner's guidelines.

d) Information and Control System: Construction Manager will establish and implement

a Construction Manager information and control system for expediting and processing requests for information; shop drawings, material, equipment, and sample submittals,; contract adjustments; change orders; payment requests and the maintenance of logs.

e) Project Budgeting and Cost Management: Construction Manager will prepare a Conceptual Project Budget based on information from Owner. The Project Budget will identify all sources of potential funding, and will account for all Project expenses.

Construction Manager will develop and implement an effective system to assist Owner in the management of Project costs. In developing and implementing this system, Construction Manager will collect budget information for the Project related soft and hard costs, including design costs, construction costs and other related costs; recommend adjustments as necessary and provide input to Construction Manager's computerized cost reporting system. Cost reports will be updated monthly as commitments are made and costs are incurred and incorporated into the monthly report. Any budget adjustments must be approved by the Owner in writing. Construction Manager will record documentation of the change, and transfer of funds.

f) Master Project Schedule: Construction Manager will, working with other Project participants, prepare an overall "Master Project Schedule" showing duration and precedence for major design, bidding, construction and occupancy activities; establishing the overall duration of the Project and identifying those activities that are most critical. Owner's occupancy requirements will be incorporated into the Project Schedule. Construction Manager will update the Project Schedule on a regular basis indicating current status of activities, expanding the level of detail and status as the Project progresses. If significant variance from planned activities occurs, review the recovery plans and/or acceleration plans. Construction Manager work-plan and staffing is based on completion dates of projects in the master Schedule. Schedule extensions beyond original dates will be additional services.

g) Pre-Bid Services: Construction Manager will organize and conduct Pre-Bid conference.

h) Commissioning Services

Limited scope MEP Services:

- Assist the Owner with development and design facilities standards and design guidelines related to MEP Commission requirement.
- Review Contractor's building Commissioning and turnover Plan.
- Develop plan for furnishing procurement and building turnover.
- Review the results of the HVAC Test and Balance for compliance with construction contract requirements.
- Oversee turnover of all certification documentation and submittals proper agencies on behalf of Owner.
- Coordinate training of facility maintenance staff for familiarization with all systems.

I) Plan Distribution: Construction Manager will initiate and monitor the distribution of Project plans and specifications.

j) Plan Room: Construction Manager will maintain a plan room for the use of entities wanting to review the Project plans and specifications.

k) Project-Wide Progress Meetings: Construction Manager will attend regularly scheduled meetings with Owner for the purpose of reviewing overall progress as measured against the Construction Manager implementation Plan. Major issues affecting the progress of the Project will be identified, monitored, and reported by Construction Manager. Construction Manager will issue meeting minutes. Such meeting minutes will include the status of major issues discussed and will prescribe recommended actions required by team members.

l) Project-Wide Progress Reports: Construction Manager will produce a periodic Project report that will include at a minimum: an executive summary narrative, cost status report, schedule status report, key issues & concerns, major variances to the Construction Manager strategy along with recovery action plans and identification of major activities to be accomplished in the following period.

m) Project Guidelines and Standards: Construction Manager will work with the Owner to identify, collect, develop and distribute to the Design Consultant and Owner's staff the Owner's Project guidelines. In preparing these guidelines consideration will be given to equality in Project scope. Construction Manager will assist the Owner in the prioritization of Project and space needs.

n) Construction Contract Agreements: Construction Manager will review contract documents and associated general conditions, special conditions and other related documents for the Project.

Construction Manager will recommend to the Design Consultant contractual language for inclusion in the Construction Documents that will require submittal performance by the Contractor that will support effective cost, schedule and quality control.

Construction Manager will verify that the requirements are included in construction contract documents.

o) Davis Bacon Act: Construction Manager will assist and ensure general contractor in the enforcement of the Davis Bacon Act compliance.

II. PRE-DESIGN AND DESIGN PHASE SERVICES

a) Design Consultant Coordination and Management: Construction Manager will assist the Owner with managing each Design Consultant directly and will provide overall

coordination, administration, management, and technical support services during the design, procurement and construction phases of work.

Construction Manager will:

- Monitor performance of each design Consultant.
- Review Design Consultant applications for payment and/or claims for additional services and provide an analysis and recommendation of action to the Owner
- Review and manage approved re-design activities
- Assist the Owner in determining design submittal requirements at schematic design, design development and construction document phase of design.

b) Budget Review and Cost of Work: Construction Manager will review cost estimates of the design at each design development milestone submittal. Construction Manager will recommend bid alternates as a means of cost control if needed.

Construction Manager's cost estimate review will represent Construction Manager's best judgment as a Construction Manager familiar with the construction industry. It is recognized, however, that neither Construction Manager nor Owner has control over the cost of labor, materials or equipment, over Contractor's methods of determining bid prices or other competitive bidding or negotiating conditions. Accordingly, Construction Manager cannot and does not warrant or represent that available prices will not vary from the Project Budget proposal established and approved by Owner, or from any cost evaluation or report prepared by Construction Manager. Construction Manager acknowledges that Owner retains all approval over bids and that Construction Manager does not have authority to agree to any cost increases.

c) Schedule Updates: Construction Manager will update the Project schedule based upon information provided by the Design Consultant.

d) Agency Approvals: Construction Manager will assist the Owner and Design Consultant in scheduling necessary plan reviews and obtaining required permits and approvals.

III. PROCUREMENT PHASE SERVICES

a) Market Project/Project to the Bidders: Construction Manager will review the Project with the bidders, including the designs established by the Design Consultant. Construction Manager's efforts will be coordinated with the Owner's procurement practices.

b) Procurement Management: Bidding & Awarding of Construction Contracts. Construction Manager will review the bidding and awarding process established by the Design Consultant for each contract; it being agreed that only Owner has authority to award any contracts or otherwise bind Owner.

c) Contractual Review: Construction Manager will advise Owner regarding suggested language for inclusion within bid and contract documents for the services for approval and acceptance by Owner.

Construction Manager will review Design Consultant's bid summaries and make recommendations to Owner for award of contracts or rejection of bids. Construction Manager will review the proposed contract for each successful bidder. Construction Manager will incorporate appropriate contract terms and conditions such as contractor mark-ups on change orders, contingencies, allowances, contractor general conditions and liquidated damages in the contract documents for Owner's review.

Construction Manager will assist the Owner in negotiation of contract agreements between Owner and the bidders, to the limit of Construction Manager's authority as defined in this Agreement, and assist the Owner and design Consultant with rebidding of the work as required. The Construction Manager will not be a bidder on any contract within the Project.

Construction Manager will notify all parties of awarded scope of work, including acceptance of alternates, for coordination with other activities.

IV. CONSTRUCTION PHASE SERVICES – Project Administration

a) Construction Phase Meetings: Construction Manager will attend pre-construction conferences with Contractors prior to mobilization. Throughout the duration of construction, Construction Manager will attend regular progress meetings with Owner, Design Consultant, and Contractor(s) related to the review and documentation of Project status and coordination of efforts of all Project participants. Design Consultant will be responsible for preparation of individual meeting minutes for each respective part of the Project.

b) On-Site Presence: As progress requires the Construction Manager, including appropriate staff of the Construction Manager, will assist the Design Consultant to observe all phases of construction activities periodically in order to assist in achieving completion of the Project in accordance with the Owner's objectives for cost, time, and quality. Observations will not cause Construction Manager to be responsible for those duties and responsibilities which belong to the Design Consultant or the Contractor(s), and which include, but are not limited to, the Design Consultant's obligation to produce clear, accurate drawings and specifications and responsibilities of full time construction administration and the Contractor(s) responsibilities for the techniques and sequences of construction and safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.

c) Plan Temporary Facilities, Services and Utilities: Construction Manager will review and recommend for approval Contractor's plan for temporary on-site facilities, equipment, materials, and services for the common use of Contractors.

d) Expedite Permits and Approvals: Construction Manager will review the

Design Consultant's identification of special permits or approvals required for Project improvements, excluding permits obtained directly by the Contractor. Construction Manager will review and monitor the inspection process of outside agencies. Construction Manager will assist in obtaining approvals for the Project from authorities having jurisdiction over the Project.

e) Coordinate Requests of Information: Construction Manager will coordinate requests for clarification of Construction Contract Documents from the Contractor(s) with the Design Consultant. Construction Manager will review status of requests in a regular or special progress meeting in an effort to monitor timely responses from the Design Consultant.

f) Implement a Change order System and Procedure: When changes in the work become a necessary due to request of Owner, request of the Contractor, or design document issue, Construction Manager will work with the Design Consultant to coordinate the preparation of Owner approved change order documents, log the proposed change in the control log and transmit to the Contractor for response.

g) Processing of Contractor's Shop Drawings & Submittals: Construction Manager will monitor schedules prepared by Contractor for required submittals of shop drawings and samples for approval by Architect, other members of the design Consultant and Owner. The Contractor's and Design Consultant's submittal logs will be reviewed in the weekly progress meeting in an effort to assure timely processing by the Contractor and Design Consultant.

Construction Manager will review the Contractor's schedules for submittal and approval of shop drawings and samples to assure that they coincide with the Construction schedule.

h) Review and Approve Contractor's Applications for Payment: The Design Consultant will receive Contractors' applications for payment, review for completeness and review Contractor's proposed schedule of values for use in processing payments. Construction Manager will review the Design Consultant's submittal and process payment application to the Owner. Construction Manager will monitor the payment process for compliance with the Construction Contract Documents. If it should later be found that a Contractor has failed to comply with the provisions of its Owner-Contractor Agreement in any way or detail, such failures and subsequent compliance will be the sole responsibility of the Contractor. By issuing and processing an Application for Payment, Construction Manager will not be deemed to represent that it has made any examination to ascertain how and for what the purpose the Contractor has used the previous monies paid on account of the construction contract sum.

i) Project Schedules: Construction Manager will receive, review and comment on the suitability of the detailed construction schedule prepared by the Contractor. Once approved, Construction Manager will monitor the schedule monthly and report on deviations from the schedule. Construction Manager will recommend necessary actions to Owner should the Contractor fail to correct schedule variances caused by the Contractor.

j) Evaluate Contractor Performance: Construction Manager will periodically

evaluate the Contractor's performance and will recommend courses of action to Owner when the Contractors' schedule and quality objectives are not being met.

k) Provide Monthly Status Reports: Construction Manager will prepare a monthly status report which will include financial status reports and projections for cost of completion, change order status reports, potential claims identification and status, schedule status and identification of major problems encountered along with corrective action taken or recommended. The schedule status report will compare the status of construction with the construction schedules and Project schedules, making recommendations and recovery plans in the event the schedules do not match.

l) Quality Control Monitoring: Construction Manager will notify the Design Consultant and Owner in writing when it is the opinion of Construction Manager that the work does not conform to the requirements of the Construction Contract Documents. Construction Manager is not authorized to change, revoke, enlarge, relax, alter, or release any requirements of the Construction Contract Documents or to approve or accept any portion of the work not performed strictly in accordance with the Contract Documents.

V. CLOSE OUT PHASE SERVICES

a) Determine Final Completion of the Project: Construction Manager will determine, in conjunction with the Design Consultant and Owner, final completion of the Project. Upon completion, Construction Manager will receive the Contractor's final application for payment, confer with the Design Consultant and Owner to determine if all records, certificates, guarantees, warranties and releases have been received, obtain signatures from the Design Consultant and forward to Owner for final payment. In the event any of the items listed above have not been submitted, Construction Manager will assist Owner in obtaining completed items from the appropriate parties. Construction Manager will monitor the final payment process for compliance with contract documents.

b) Operations & Maintenance Manuals: Construction Manager will work with the Design Consultant and Contractor to coordinate delivery of operations manuals and warranties provided to the Owner in a timely manner.

c) Coordinate Punch-List Activities: In consultation with the Owner. Construction Manager will arrange for and coordinate preparation of punch-lists by the Design Consultant when requested by the Contractor or Owner. Project Management will assist the Design Consultant in verifying completion of punch-list activities and in determining substantial completion of the Project. In consultation with the Owner, Construction Manager will arrange for issuance of the Certificate of Substantial Completion by the Design Consultant to the Contractor.

d) Occupancy Activities: Construction Manager will review occupancy schedules prepared by Design Consultant, and will detail and coordinate the activities between final inspection of the Project and the Owner's occupancy needs.

e) FF&E Coordination: When necessary, Construction Manager will include FF&E procurement schedules provided by the Owner in the master Project schedule.

f) Plan for Correction of Defective Items: Construction Manager will assist the Owner to develop a plan to facilitate the correction of defective items that require repair or replacement during the warranty period.

g) Transfer of Final Record Set of Documents: Construction Manager will monitor Contractor's preparation of record drawings and specifications and coordinate and expedite the transmittal of the record documents to the Owner. Construction Manager will prepare the final Project accounting and close out reports.

ATTACHMENT B
ADDITIONAL SERVICES COMPENSATION

When Additional Services are approved by the Owner in advance through an Additional Services Agreement signed by the parties, Construction Manager shall be compensated the amount approved in advance for the particular Additional Service, but in no event shall the amount to be paid exceed the rates set out in Attachment B.

a) Maximum hourly billing rates for personnel assigned to the Project will be as follows:

Position	Hourly Rate
1) Construction Manager	$150
2) Legal Review	$150
3) Document Control	$120
4) Engineer Review	$150
5) Field Inspector I	$120
6) Clerical	$ 60

Rates valid through December 2011. Rates increase 5% per calendar year.

b) Expenses for Additional Services and professional consultants shall be specifically approved by the Owner by category in advance in the Additional Services Agreement, otherwise they will not be allowed.

ATTACHMENT C
CONSULTANT E.E.O.C. AFFIDAVIT
(Form is filled out by vendor pursuant to CC approval)

This firm, partnership, corporation, consultant agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by federal statutes and rules and regulations issued pursuant thereto in order to maintain and ensure non-discriminatory employment practices.

By:_____
Title:_____

Sworn to and subscribed before me this _____ day of _____.

_____
Notary Public in and for the State of Texas

ATTACHMENT D
Schedule of Direct Expenses

Item	unit cost	Subtotal	By PCM	By Owner
Computers				
Desk top computers			PCM	
Laptops			PCM	
Accessories			PCM	
Document Control Software				
License fee usage				By Owner
Office Productivity				
Laser printers			PCM	
Color Printer			PCM	
Scanner			PCM	
Postage & Courier			PCM	
Copier -Lease			PCM	
Fax			PCM	
Miscellaneous				
Mileage			PCM	
Office				
Office Supplies			PCM	
Safety Supplies			PCM	
Photography				
Digital Cameras			PCM	
Project Camera(s)				By Owner
IT systems				By Owner
Owner Total Expenses				

No expenses reimbursable by Owner hereunder shall be incurred without the prior written approval of Owner through an Additional Services Agreement or other amendment to this Agreement.

ATTACHMENT E
Payment Schedule*

(PAYMENT SCHEDULE WILL BE SUBMITTEED PURSUANT TO CC APPROVAL)

Month	Monthly Percent Draw	Monthly Amount Drawn	Cumulative Amount Draw	Remaining Amount Balance

* To be modified in accordance with Project timeline adjustments pursuant to the terms of the Agreement.

CC Approved on Sept 20, 2011

4. AI-26506 Appointment and/or designation by Commissioners' Court to select/assign an evaluation committee to evaluate and score RFP-2011-149-09-07-YZV "Consulting Services for Self-Funded Insured Group Health", as referenced in the procurement packet.

Pct 2 missing

Virgina Townsend, Eddie Gonzalez, Marcos Lopez,

5. AI-26622 a. Acceptance and approval of final negotiated AIA Forms of Agreement between Hidalgo County and ERO International, dba, ERO Architects in connection with the following projects:

approved 1-4

1. Hidalgo County Master Plan and Related Issues;
2. Pct. #3-Anzaldua's Reconstruction of Boat Ramp;
3. Pct. #4-Design and Construction of an Additional/Supplement Administration Building;
4. Hidalgo County's Design & Construction of an Additional Administration Building-North Parking Lot/Robert's Chevrolet

approved

b. Approval of a clarification to AI#26894 (approved by CC 06-03-11 captions b & c) to reflect the correct caption in connection with design and construction of new administration office building and not construction material testing as confirmed and verified by supporting documentation provided with agenda item

B. **Pct. 1**

no action

1. AI-26592 a. Status report and recommendations related to negotiations with the number one ranked firm of G.A.S. Enterprises, Inc.; and

no action

b. Acceptance and approval of final negotiated contract document including the best and final offer with G.A.S. Enterprises, Inc. (authorized for negotations by CC on 07/12/11) for the provision of the Construction Management Services For Design And Construction Of A New Constable Building-Precinct One OR in the the alternative;

no action

c. Authority to cease negotiations with the number one ranked firm; and

no action

d. Authority to commence negotiations with the number two ranked firm of Dannebaum Engineering for the provision of the Construction Management Services For Design And Construction Of A New Constable Building-Precinct One.

approved

2. AI-26556 Acceptance of proposal received from awarded vendor, Facility Solutions Group in the amount of $318,711.12 through the County's participation/membership with Buy Board for the "Turnkey Purchase and Installation of Solar Powered Lights for Precinct No. 1" as per plans and specifications drafted and developed by Mr. Raul Sesin, P.E., Hidalgo County Planning Department, in connection with the Energy Efficiency and Conservation Block Grant (EECBG) Functions/Activities with authority to process requisition when submitted through Procurement Project#2011-119A-MSS.

C. **Pct. 2**

no action

1. AI-26615 Approval to purchase Three (3) New 2012 Chevrolet 1500 Silverado Extended Cab SWB through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor, Caldwell Country Chevrolet (Contract #VE03-06) in the amount of $61,995.00 which includes a $600.00 HGAC administration fee and delivery for (Project #2011-255-OGG).

D. **Pct. 4**

1. AI-26482 Discussion and action related to the selection/ranking of engineering services in connection with the Safe Routes to School (SRTS) grant project received by Hidalgo County and partnering with Edinburg ISD and the City of Edinburg.

approved

2. AI-27456 a. Pursuant to Texas Local Government Code, 263.151, discussion and approval to declare as "surplus" a 2009 Caterpillar 324DL Excavator (asset #48422) including establishing a fairmarket value in the amount of $185,894.00;

approved

b. Discussion and approval of an "ORDER" by the County of Hidalgo-Commissioner's Court authorizing the sale of certain personal property to the Hidalgo County Drainage District Number One ("Drainage District") for the amount approved by CC in Item one (1) herein;

approved

c. Approving purchase terms made payable by the Drainage District from available funds of the Drainage District.

approved

E. **Health & Human Services Dept.**

1. AI-26583 Approval of the final negotiated contract with the sole participant "SCAN, INC. for "Substance Abuse Treatment and Primary Care Services for Adolescents", RFQ No.: 2011-141-06-15CGA.

F. **District Courts**

no action

1. AI-26582 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional consultants to seek funding and assistance through Federal, State, Private Sector(s) and other Sources in connection with the following crimes: Human Trafficking and Violence Against Women;

no action

Consultants

Evaluators	Vazaldua and Associates	Arnold Mata Leadership Resources	Dos Legislative Services
Evaluator 1	100	80	75
Evaluator 2	100	80	75
Evaluator 3	100	80	75
Total Scores	300	240	225
Average	100	80	75

no action

c. Authority for the Purchasing Department to negotiate a professional consultants services contract to seek Funding and Assistance through Federal, State, Private Sectors(s) and other Sources in connection with Human Trafficking and Violence Against Women initiative and/or program and thus assisting the Court in addressing those types of crimes more efficiently.

CC Approved on Sept 20, 2011

NO ACTION

AI-28592 **16. B. 1.**

CC REGULAR

Meeting Date: 09/20/2011

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Status report and recommendations related to negotiations with the number one ranked firm of G.A.S. Enterprises, Inc.; and

b. Acceptance and approval of final negotiated contract document including the best and final offer with G.A.S. Enterprises, Inc. (authorized for negotations by CC on 07/12/11) for the provision of the Construction Management Services For Design And Construction Of A New Constable Building-Precinct One OR in the the alternative;

c. Authority to cease negotiations with the number one ranked firm; and

d. Authority to commence negotiations with the number two ranked firm of Dannebaum Engineering for the provision of the Construction Management Services For Design And Construction Of A New Constable Building-Precinct One.

BACKGROUND

Contract template previously approved as to form by legal for the Sheriff's Substation contract with Prodigy.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1336-421-00-220-042-0720

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

BUDGETARY IMPACT:

Attachments

Contract Documentation

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	09/15/2011 01:22 PM

Form Started By: Vangie Garcia Started On: 09/14/2011 04:54 PM

Final Approval Date: 09/15/2011

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 28, 2011 10:30 AM
To: 'Evangelina Garcia'
Cc: 'Darlene Betancourt'; oscarg.garza@co.hidalgo.tx.us
Subject: RE: Reconsideration Of Best And Final Offer-Construction Management Fees-Design And Construction Of A New Constable Building-Precinct One

Importance: High

Ms. Vangie:
His whole premise is wrong. The $150.00 is for additional services only. At this time under the Prodigy Contracts, additional services have not been approved nor do I suspect will be. Mr. Alcocer gave us to understand 8-10 months for construction not 12. The County's position is that this project is not of a complexity that requires any higher percentage rate than our offer of 3.5%. Let's place it on the agenda for CC to decide. Add this e-mail as supporting documentation. One thing that Mr. Salinas is correct about, the percent HC awards will be based on an estimated cost which at this time is $650K+. He will be compensated on the final construction cost at the rate he is eventually awarded.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, September 28, 2011 10:07 AM
To: 'Martha Salazar'
Subject: FW: Reconsideration Of Best And Final Offer-Construction Management Fees-Design And Construction Of A New Constable Building-Precinct One

Marty,
For your review and guidance.

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Rene Salinas [mailto:gas107@aol.com]
Sent: Wednesday, September 28, 2011 9:52 AM
To: evangelina.garcia@co.hidalgo.tx.us
Cc: joel.quintanilla@co.hidalgo.tx.us; eddyg1050@sbcglobal.net
Subject: Re: Reconsideration Of Best And Final Offer-Construction Management Fees-Design And Construction Of A New Constable Building-Precinct One

Ms. Vangie:

After considering all the factors necessary to properly and effectively manage the construction of the Project, ie. the budget, the scope of the work, the estimated time to complete the Project and all other issues involved in the construction process, I have arrived at what I believe to be a fair and equitable offer for compensation. Utilizing a variable-step method, I arrived at my conclusion as follows:

Step 1: THE LENGTH OF THE PROJECT: I consulted with the Project Architect, AGADC, and have been advised that the Project would take approximately (12) months
Step 2: THE BUDGET AMOUNT: Again, after consulting with the Project Architect, a figure of $653,730.00 is the estimated figure at this time.

Step 3: THE HOURLY RATE: If you will refer to ATTACHMENT B, ADDITIONAL SERVICES COMPENSATION of our proposed agreement, the hourly rate for Construction Manager Services is set at $150.00 per hour. This rate was approved for Prodigy Construction Management L.L.C. who is currently conducting Construction Management Services for Hidalgo County in other Projects. Apparently, it is also acceptable for G.A.S. Enterprises because no objection was raised for utilizing the same rate in my proposed Agreement.

In your letter dated September 23, 2011, you inform me that Hidalgo County is not acceptable to my proposed rate of 7%, and that I should consider a rate of not more that 3.5%.
In order to determine if your proposed rate of 3.5% is fair and equitable, let us calculate the estimated contract amount by multiplying the estimated BUDGET AMOUNT of $653,730 by 3.5%, which would equal to an estimated contract amount of $22,880.55. If we divide the estimated contract amount of $22,880.55 by the estimated LENGTH OF THE PROJECT of (12) months, then we arrive at a monthly draw on my contract of $1,906.71. Finally, if we apply the hourly rate of $150.00 for my work, an amount acceptable to the County, it would seemingly be justifiable if I only worked (12.7) hours per month, or (3.1) hours per week, ($1,906.71 divided by $150.00 hourly rate = (12.7) hours per month divided by four weeks per month = (3.1) hours per week).

Even if we were to calculate the period of the Project at (9) months, it would seemingly be justifiable if I only worked (16.9) hours per month, or (4.2) hours per week, ($22,880.55 divided by nine months = $2,542.28 per month divided by $150.00 hourly rate = (16.9) hours per month divided by (4) weeks per month = (4.2) hours per week). I would like to point out that it is by no means my intent to work (3.1) hours per week, or not even (4.2) hours per week on this Project. There is no way that the Project could be carried out efficiently and successfully by my working those few number of hours. It would most certainly require more time than that. By presenting this information, I am only trying to point out that the rate of 3.5% is unfair and unreasonable because it does not properly afford the compensation that the work requires based on the information that I have presented above.

It is not my intent to be facetious nor confrontory in any manner. I only wish to point out, in the best way possible, a fair, equitable and factual approach to arriving at a number that is justifiable and reasonable to the County of Hidalgo and G.A.S. Enterprises and is not arrived at in an arbitrary manner.

Therefore, it is my firm belief that a rate equal to six percent (6%) is fair and equitable. I am very eager to begin work on this extremely important project. I hope that a resolution can be arrived at soon so that we can get to work and get it done.

Please do not hesitate to call me if you have any questions.

Rene Salinas, President
G.A.S. Enterprises

-----Original Message-----
From: Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>
To: 'Rene Salinas' <gas107@aol.com>
Cc: 'Joel Quintanilla' <joel.quintanilla@co.hidalgo.tx.us>; 'Eduardo Gonzalez' <Eduardo.gonzalez@co.hidalgo.tx.us>; 'Celestino Avila' <celestino.avila@co.hidalgo.tx.us>; hccp1 <hccp1@co.hidalgo.tx.us>; 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>; 'Moises Salazar' <moises.salazar@co.hidalgo.tx.us>; 'Yvette Islas' <yvette.islas@co.hidalgo.tx.us>; valde.guerra <valde.guerra@co.hidalgo.tx.us>; yoli.cisneros <yoli.cisneros@co.hidalgo.tx.us>; 'Mona' <mona.parras@co.hidalgo.tx.us>; marcos.lopez <marcos.lopez@co.hidalgo.tx.us>
Sent: Mon, Sep 26, 2011 7:58 am
Subject: RE: Reconsideration Of Best And Final Offer-Construction Management Fees-Design And Construction Of A New Constable Building-Precinct One

Good Morning Mr. Salinas,
Thank you for your response and will await your decision.

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856

email: evangelina.garcia@co.hidalgo.tx.us

From: Rene Salinas [mailto:gas107@aol.com]
Sent: Friday, September 23, 2011 4:31 PM
To: evangelina.garcia@co.hidalgo.tx.us
Cc: joel.quintanilla@co.hidalgo.tx.us; eddyg1050@sbcglobal.net
Subject: Re: Reconsideration Of Best And Final Offer-Construction Management Fees-Design And Construction Of A New Constable Building-Precinct One

Ms. Vangie:

I received your attached communication regarding Reconsideration Of Best And Final Offer and I will be responding before the deadline as indicated.

Rene Salinas

-----Original Message-----
From: Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>
To: 'Rene Salinas' <gas107@aol.com>
Cc: ramon.garcia <ramon.garcia@co.hidalgo.tx.us>; 'Yolanda' <yolanda.chapa@co.hidalgo.tx.us>; 'Joel Quintanilla' <joel.quintanilla@co.hidalgo.tx.us>; 'Eduardo Gonzalez' <Eduardo.gonzalez@co.hidalgo.tx.us>; yoli.cisneros <yoli.cisneros@co.hidalgo.tx.us>; 'Mona' <mona.parras@co.hidalgo.tx.us>; marcos.lopez <marcos.lopez@co.hidalgo.tx.us>; valde.guerra <valde.guerra@co.hidalgo.tx.us>; 'Moises Salazar' <moises.salazar@co.hidalgo.tx.us>; 'Yvette Islas' <yvette.islas@co.hidalgo.tx.us>; 'Celestino Avila' <celestino.avila@co.hidalgo.tx.us>; hccp1 <hccp1@co.hidalgo.tx.us>
Sent: Fri, Sep 23, 2011 10:41 am
Subject: Reconsideration Of Best And Final Offer-Construction Management Fees-Design And Construction Of A New Constable Building-Precinct One

Mr. Salinas,
Please review the above attachment for further information.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

Evangelina Garcia

From: HCCP1 [hccp1@co.hidalgo.tx.us]
Sent: Thursday, September 29, 2011 9:48 AM
To: evangelina.garcia@co.hidalgo.tx.us
Cc: ramon.garcia@co.hidalgo.tx.us; martha.salazar@co.hidalgo.tx.us; joel.quintanilla@co.hidalgo.tx.us; richard.sunday@co.hidalgo.tx.us; blanca.sanchez@co.hidalgo.tx.us
Subject: Fw: Construction manager

Vangie Garcia,

After reviewing your e-mail, in reference to the final offer of construction management fees for Mr. Rene Salinas, I feel that the rate of 6% that he is proposing is still high. However, Mr.Salinas feels that the rate of 3.5% is unfair and unreasonable to compensate him for his work. This issue has been been going on for 8 weeks and no resolution has occurred. Therefore, I feel that this project should proceed without a project manager. Let's have Mr. Sunday oversee this small project as he has done in prior construction projects for the County. This small project should have been in construction by this time, Let's please resolve this matter in order to proceed with this project which is long overdue.

Thankyou,

Constable Celestion Avila Jr.

AI-28820 **21. B. 2.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval and acceptance of contract document with Guzman & Munoz Engineering & Surveying (authorized for negotiations by CC 8-16-11) for the provision of Professional Surveying Services for "Road and Bridge, C.I.P. and Other Projects in General" on an as needed basis for Hidalgo County Precinct #1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-431-00-121-041-0-731

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

BUDGETARY IMPACT:

Funds available as of 9-30-11; possible funding source for road and drainage engineering projects. Contract is on an "as needed" basis. Projects need to be identified by Pct. 1 and funding will be identified once WA's are generated by engineer and approved by CC.

Attachments

CONTRACT DOCUMENTATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/28/2011 12:41 PM
Budget & Management	Merlen P. Munoz	09/28/2011 01:23 PM
Ivan Cantu	Ivan Cantu	09/30/2011 07:59 AM
Auditor's Office	Arcilia Duran	09/30/2011 10:28 AM
Purchasing Department	Marty Salazar	09/30/2011 10:49 AM

Form Started By: Vangie Garcia Started On: 09/27/2011 03:41 PM

Final Approval Date: 09/30/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-11-239-10-04

THIS AGREEMENT is made effective the 4th day of **October, 2011**, by and between the **County of Hidalgo, Texas** ("County") and **Guzman & Munoz Engineering & Surveying** ("Surveyor").

W I T N E S S E T H:

WHEREAS, the County requires "Surveying Services" for **"Road and Bridge, C.I.P. and Other Projects in General" (on an as needed basis)** located within **Hidalgo County Precinct No. 1,** and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Surveying Services", and

WHEREAS, from which "Professional Surveyor" has been selected from the "Pool" of pre-qualified Surveyors from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Surveyor" are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional Surveyors to assist the County by providing Surveying services; and

WHEREAS, County has selected the Surveyor to provide Surveying services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein

contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to County "Surveying services" for and in connection to the: **"Road and Bridge, C.I.P.** and **Other Projects in General" (on an as needed basis)** located within **Hidalgo County Precinct No. 1,** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor". ***In the event the Surveyor does not provide the Scope of Services prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and the Scope of Services is secured from another firm, Surveyor will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Surveyor that Hidalgo County has caused or delayed thus preventing the Surveyor from meeting the specified agreed upon deadline to provided the Scopes of Services ordered, Surveyor must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Term**. This Agreement shall commence upon approval of this agreement for a term of **one (1) year,** effective **October 4, 2011,** expiring **October 3, 2012** or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each **"Purchase Order"**.

The County assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the County for the Surveyor to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. **Non-Exclusive Services of Surveyor** Hidalgo County reserves the right to request these services from other sources other than the Surveyor and shall not be in

request these services from other sources other than the Surveyor and shall not be in violation of any terms or conditions of this Agreement.

4. **Compensation.** As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

5. **Progress.** Upon acceptance of a work order, the Surveyor shall undertake and complete the authorized work. The County or the Surveyor can request conferences to be provided at the Surveyor's office, the office of the County, or at other agreed upon locations.

6. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and

convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not undulydelay the work.

7. **Amendments.** If it becomes necessary at any time during the agreement period to change the scope of work, the agreement period, the maximum amount payable, the complexity, or the character of this agreement, an amendment must be prepared and executed within the agreement period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the agreement period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the agreement. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. **Reporting.** The Surveyor shall promptly advise the County in writing of events which have a significant impact upon theagreement, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time

schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this agreement, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this agreement.

10. **Independent Contractor.** Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Agreement. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of 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 Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** The County may terminate this Agreement 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.

12. **Insurance.** Surveyor agrees to provide liability insurance covering its activities in providing the services for County 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, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. **No Assignment.** Except as otherwise herein provided, Surveyor, may not assign the obligations or rights under this agreement to any person without the prior written consent of County.

14. **Conflict.** 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 agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. **Termination by County.** If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Surveyor.

16. **No Waiver.** No waiver by County 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.

17. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any 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 County and Surveyor, and not otherwise.

18. **Venue.** 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.

19. **Hold Harmless.** In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor=s intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. **Notices.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent

by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Surveyor:	**Guzman & Munoz Engineering & Surveying, Inc.** **2020 E. Expressway 83** **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 Unites States mail.

22. **Execution of 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.

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

24. **Gender.** 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

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

the County does not appropriate sufficient funds to meet to the obligations of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Surveyor. The County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1995).

WITNESS WHEREOF, the **Surveyor** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____day of _____, 2011.

SURVEYOR:
Guzman & Munoz Engineering & Surveying, Inc.

BY:_____
Jose L. Munoz, P.E., S.I.T.

OWNER:
HIDALGO COUNTY

BY:_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on: October 4, 2011

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

Atlas & Hall, L.L.P.

By:_____

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Surveyor
EXHIBIT B	-Surveying Rate Schedule
EXHIBIT C	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT "A-1"

Request for Qualifications
(RFQ) Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

December 13, 2010

_____
_____
_____
_____

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Real Estate Surveyors-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2011-003A-01-05-SMA

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Real Estate Surveyors -Pool"

RFQ No: 2011-003A-01-05-SMA

1. **Request for Qualifications Letter, consists of __1__ page.**
2. **Request for Qualifications, Legal Notice, consisting of __7__ pages.**
3. **Exhibit A, Requirements, consisting of __7__ pages.**
4. **Exhibit B, Evaluation Criteria, consisting of __2__ pages.**
5. **Exhibit C, Insurance Requirements, consisting of __4__ pages.**
6. **Exhibit D, CIQ Conflict of Interest Questionnaire, consists of __1__ page.**
7. **Exhibit E, Proposer's Affidavit, consists of __1__ page.**
8. **Vendor/Bidder Application and W-9 form consisting of __6__ pages.**
9. **Certification Regarding Debarment, consists of __1__ page.**
10. **Attachment "A",- Documentation required on Bldg., Road & Bridge Construction Projects, consists of __1__ page.**

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 13, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFQ No: 2011-003A-01-05-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 292-7000 ext. 4865

REQUEST FOR QUALIFICATIONS

Hidalgo County
REAL ESTATE SURVEYORS - POOL
(Including all funding sources, Programs, and Entities)

JANUARY 05, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1. **Sealed Statements of Qualifications** will be received for **"Real Estate Surveyors - Pool-Hidalgo County"(including all funding sources, Programs, and Entities),** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors 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 requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and seven (7) copies of RFQs are required, with vendor's name and 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, **RFQ No. 2011-003A-01-05-SMA "Real Estate Surveyors Pool--Hidalgo County"** and in County's Purchasing Department, **physical address**: 2802 S. Business Hwy. 281; **mailing address**: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM, Wednesday, January 05, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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 IN REFERENCE TO RFQ.**

   Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Monday, December 27, 2010 at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, December 29, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. 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 vendor, or to reject all RFQs and re-advertise.

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

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ 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 Qualifications. Vendors shall acknowledge receipt of all addendaas a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

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

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. 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 proposal 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.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card 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.

13. **DELIVERY INSTRUCTIONS** (for applicable goods and/or services):

- 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, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

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

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Real Estate Surveyors Pool-Hidalgo County"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
(956) 318-2511

15. **SCHEDULE OF EVENTS**

RFQ Acceptance, 9:30 A.M.	**January 05, 2011**
Award of Contract	, 2011
Commence Work or Deliver Products	, 2011

16. ~~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 and 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 participating firms 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 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer 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 materialmen 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.~~

17. 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 therefor 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.

18. DISCLOSURE OF CONFLICT OF INTEREST

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

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

19. If, during the life of any contract or proposal awarded, the successful proposer'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.

20. Proposals, 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.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- 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.

22. Successful proposer 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 proposer'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.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. 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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer 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 proposer'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 or services provided by successful proposer.

26. Successful proposer 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer 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.

27. 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.

28. The successful proposer 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.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request for Qualifications
Real Estate Surveyors Pool-Hidalgo County
(Including all funding sources, Programs, and Entities)

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned participating firm proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Participant:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Surveyors (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements.

Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Surveyors will be for a period starting **February 9, 2011 and ending February 8, 2012.**

The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Real Estate Surveyors Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 05, 2011. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2011-003A-01-05-SMA

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope/Packet Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to

sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN MONDAY, December 27, 2010 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, December 29, 2010.
TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

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

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

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products

or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

A. SCOPE OF SURVEYING SERVICES:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.

2. Topographical survey, including establishment of survey bench mark.

3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.

4. Local Registered Professional Licensed Surveyor to verify all information and certify all required hard copies.

5. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

a) Firm name, address, phone number and person to contact regarding the Statement of Qualification.

b) Qualifications and recent experience of the firm and key personnel relative to the performance of

c) List of in State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

d) Ability to commence services immediately after successfully negotiating a contract for services.

e) Familiarity with the geographical area.

f) Statement regarding an Affirmative Action Program.

g) Minimum of $1,000.000.00 Professional liability, errors and omissions, insurance liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The surveyor should include copies of their Professional Liability Insurance.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CD in PDF Format.**

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. RESPONSIVENESS: **30 points**
    a) Requested Information
    b) Thoroughness
    c) Understanding of Project
    d) List of references provided
    e) .Clarity - Brevity
    f) Degree of Interest

2) FIRM CAPABILITIES: 45 points

a) Background
b) Relevant experience
c) Experience with similar projects
d) Knowledge of area
e) Timeliness of schedule
f) Quality services previously provided to Hidalgo County
g) Current workload
h) Ability to commence various requested projects simultaneously
i) Completion of projects within budgets

3. STAFFING: 15 points

a) Required discipline skills
b) Key personnel
c) Qualifications of personnel

4. EQUAL OPPORTUNITY EMPLOYER 05 points

5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS 05 points

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:
Once a Project has been identified and it is determined that Real Estate Surveyor Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Real Estate Surveyor Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;

2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;

3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:
Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be

presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: One (1) original, seven (7) copies and two (2) CD in PDF Format of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope/Packet Must Show The RFQ Number, Participate Name And Opening Date.

RFQs must be submitted by no later than 9:30 a.m. on Wednesday, January 05, 2011.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT "B"

EVALUATION CRITERIA
REAL ESTATE SURVEYORS-POOL
RFQ No. 2011-003A-01-05-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS (30) POINTS

   A. Requested Information
   B. Thoroughness
   C. Understanding of Project
   D. List of references provided
   E. Clarity – Brevity
   F. Degree of Interest

2. FIRM CAPABILITIES (45) POINTS

   A. Background
   B. Relevant experience
   C. Experience with similar projects
   D. Knowledge of area
   E. Timeless of schedule
   F. Quality services previously provided to Hidalgo County
   G. Current workload
   H. Ability to commence various re-quested projects simultaneously
   I. Completion of projects within budgets

3. STAFFING (15) POINTS

   A. Required discipline skills
   B. Key personnel
   C. Qualifications of personnel

4. EQUAL OPPORTUNITY EMPLOYER (05) POINTS

5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS (05) POINTS

GRAND TOTAL 100 Points

EXHIBIT "B"
EVALUATION CRITERIA
REAL ESTATE SURVEYORS-POOL
RFQ No. 2011-003A-01-05-SMA

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL
2. FIRM CAPABILITIES (45 pts)	5	
➢ Background		
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL
3. STAFFING (15 pts)	5	
➢ Required discipline skills		
➢ Key personnel	5	
➢ Qualification of personnel	5	
Comments/Rationale For Points:		TOTAL
4. EQUAL OPPORTUNITY EMPLOYER (05 pts)	5	
Comments/Rationale For Points:		TOTAL
5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS (05 pts)	5	
Comments/Rationale For Points:		TOTAL
	Total Score	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

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

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

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

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

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

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

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

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING FOR "REAL ESTATE SURVEYORS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20__.

_____

Notary Public

My commission expires:_____, 20__

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____ **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.** _____
State of Incorporation: _____ **Date:**_____ **Other:** _____
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** • Less than 125,000 annual gross receipt • Less than 250,000 annual gross receipt • Less than 499,000 annual gross receipt • More than 500,000 annual gross receipt • Black American • Hispanic American • Asian Pacific American • Native American • Women • Other **Have you been certified as a HUB or an MBE/WBE source?:** • Yes • No **Indicate Certification No.(s):** _____ **or are Certificate(s) attached?:** • Yes • No
What type of product(s) is/are solicited by your company?: _____ **Would you like to be provided with specifications for procurements of such products?:** • Yes • No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____ **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–		

or

Employer identification number
		–						

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. The treaty article addressing the income.

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

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

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

Certification
Regarding Debarment, Suspension Ineligibility

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

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

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

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

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

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

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

ATTACHEMENT "A"

HIDALGO COUNTY PURCHASING DEPARTMENT
DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documentations Listed Below.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
1	Application & Certificate of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary that the County is not held liable for activities not under its control.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion)	Bonding Agent	X	X	X

For Payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payment of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company of Final Payment	Architect	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

EXHIBIT "A"
Scope of Services to be provided by the Surveyor

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

EXHIBIT "A"
Scope of Services to be provided by the Surveyor

Services and Capabilities of GMES, Inc:

Boundary Surveys

A survey preformed for the purpose of locating and marking property comers, boundary lines and/or easements of a given parcel of land. This involves record and field research, measurements, and computations to establish boundary lines in conformance with the rules and regulations of the Texas Board of Professional Land Surveying.

Parcel Plats for Right-of-Way Acquisitions

A boundary survey prepared that creates a new parcel of land for the purpose of acquiring new right-of-way for roadways or utility easements. The survey is usually taken from a larger parent tract of land. A metes and bounds description is prepared along with the survey plat.

Control Surveys

A survey preformed for determining precise locations of horizontal and vertical control points for use in boundary determination, aerial photographs, topographical surveys, construction staking and related purposes. Horizontal coordinates are derived using the latest in GPS equipment. Vertical locations are derived using state of the art digital levels and are based on existing published benchmarks.

Construction Surveys

Construction staking to establish the correct location of proposed structures as shown on improvement plans for construction of roads, parking lots, pipelines, buildings, etc.

Topographical Surveys

A survey locating topographic features – natural and man-made – such as buildings, improvements, fences, elevations, trees, streams, roadways, contours of the land, etc. This type of survey may be required by a governmental agency, or may be used by engineers and/or architects for design of improvements or developments on a site and also may include a boundary survey.

As-Built Surveys

A post-construction topographical survey which will include all structures and features of the property as well as all improvements that have been constructed.

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

EXHIBIT "B"
Surveying Rate Schedule

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

EXHIBIT "B"

Contract Rate Schedule

GMES Surveying

LABOR:

Job Description	Contract Rate 2011	Contract Rate 2012	Contract Rate 2013	Contract Rate 2014	Contract Rate 2015	Contract Rate 2016
Surveying						
Reg. Professional Land Surveyor	**$185.22**	**$194.48**	**$204.21**	**$214.42**	**$225.14**	**$236.39**
Party Chief	**$138.92**	**$145.86**	**$153.15**	**$160.81**	**$168.85**	**$177.29**
Survey Crew (2 person)	**$130.06**	**$136.57**	**$143.40**	**$150.56**	**$158.09**	**$166.00**
Survey Crew (3 person)	**$154.37**	**$162.09**	**$170.19**	**$178.70**	**$187.64**	**$197.02**
Survey Technician	**$90.30**	**$94.82**	**$99.56**	**$104.53**	**$109.76**	**$115.25**
CADD	**$75.19**	**$78.95**	**$82.90**	**$87.04**	**$91.39**	**$95.96**

**These are the rates to be determined for each work authorization.

NON-LABOR***

Mileage	.60/mile
ATV	$100/day
Lodging (in state)	At cost
Materials (Rebar, misc.)	$15/day
Air Travel	At cost
Overnight Carrier Cost	$20/letter
GPS Equipment	$475/day
Copies (8 ½ x 11)	$.12/ea
Bond Plots	$0.80/sq.ft.
Color Plots	$1.70/sq.ft.
Mylar Plots	$1.60/sq.ft.

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ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017
2020 E. EXPRESSWAY 83
MERCEDES, TX 78570
PHONE: (956) 565-4637
FAX: (956) 565-4636

EXHIBIT "C"
Insurance Requirements

OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/06/11

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 Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Cynthia Cabaza, CIC 956-682-2841 956-630-4015	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: GUZMA-3
INSURED Guzman & Munoz Engineering and Surveying, Inc. 2020 E Expressway 83 Mercedes, TX 78570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Assurance Company of America INSURER B : Texas Mutual Insurance Co. — 22945 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: X POLICY PRO-JECT LOC			PAS00521791	01/13/11	01/13/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 0			PAS00521791	01/13/11	01/13/12	EACH OCCURRENCE AGGREGATE	$ $	4,000,000 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TSF0001218030	11/09/10	11/09/11	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	500,000 500,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ENGINEERS OR ARCHITECTS-CONSULTING-NOT ENGAGED IN CONSTRUCTION SUPERVISION

CERTIFICATE HOLDER

HIDCOED

Hidalgo County
Purchasing Dept
2812 So. Bus Hwy 281
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
Cynthia Cabaza

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/5/2011

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	CONTACT NAME: Mindy Rivera
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: mindy@mcafeeagency.com PRODUCER CUSTOMER ID #: 00006344
INSURED	INSURER(S) AFFORDING COVERAGE / NAIC #
Guzman & Munoz Engineering & Surverying Inc. 2020 E. Expressway 83 Frontage Mercedes TX 78570	INSURER A: Scottsdale Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 10-11GL **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: [X] POLICY [ ] PRO-JECT [ ] LOC			0659079A	10/8/2010	10/8/2011	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 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County is included as Additional Insured as required by written contract.

CERTIFICATE HOLDER

(956) 318-2629

Hidalgo County
2812 S. Business Hwy 281
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

Richard Garza/MIN

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ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/21/2011

PRODUCER
ELIBORIO SAENZ JR
200 W. EXPRESSWAY 83
SAN JUAN, TX 78589

THIS CERTIFICATION 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
GUZMAN & MUNOZ ENGINEERING INC
2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		[ ] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
		for offsite coverage				PERSONAL & ADV INJURY	$
		outside of the DCIP				GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC					$
		AUTOMOBILE LIABILITY	069 0360B09-53G-001	08/09/2011	02/09/2012	COMBINED SINGLE LIMIT (Ea accident)	$
		[X] ANY AUTO				BODILY INJURY (Per person)	$ 500,000
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$ 500,000
		[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$ 500,000
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS					
		[ ] _____					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]				E.L. EACH ACCIDENT	$
		(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

CERTIFICATE HOLDER LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPT.
2812 SOUTH BUS. HWY 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 21, 2011 4:57 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: RE: Surveying Contract For Precinct One-C-11-239-09-13

THANK YOU

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, September 21, 2011 4:19 PM
To: 'Martha Salazar'
Subject: RE: Surveying Contract For Precinct One-C-11-239-09-13

The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 21, 2011 3:53 PM
To: 'Steve Crain'
Subject: FW: Surveying Contract For Precinct One-C-11-239-09-13

Mr. Crain,
Please see the following response.

Thank you

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, September 21, 2011 3:50 PM
To: 'Martha Salazar'
Subject: RE: Surveying Contract For Precinct One-C-11-239-09-13

Marty/Mr. Crain,
I apologize for this, please eliminate the one that reflects the expiration date of 10/8/2011 as it should have been removed inasmuch as the correct one is the one that reflects the expiration date of 01/13/12.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 21, 2011 3:43 PM
To: 'Evangelina Garcia'
Subject: FW: Surveying Contract For Precinct One-C-11-239-09-13

AI-28873 **21. B. 3.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: MARTHA SALAZAR **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Supplemental Agreement No. 1 to Work Authorization No. 2 of an increase amount of ***$115,014.00*** for the completion of the Right-of-Way Map with the additional twenty-five (25) parcels in connection to Contract #C08-417-12-09-PO#644483 with L & G Engineering for professional engineering services for the "FM 493 from US 281 (Military Highway) to Business 83" Project.

BACKGROUND

The total amount of parcels increased from 105 to 130. Please see attached "Supplemental Exhibits" for further details. Contract is still on-going until "upon completion" of project.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-431-00-121-053-0-841

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

BUDGETARY IMPACT:

PO #644483 for L & G Consulting Engineer, Inc.

Original Amount for WA #2 - $451,665.50
Supplemental #1 Increase - $115,014.00-Pending CC approval
Total Amended WA #2 - $566,679.50

PO will be increased after CC approval. Funding for Supplemental Agreement # 1 increase is pending interdept transfer, AI #28905, CC 10-4-11.

Attachments

CONTRACT DOCUMENT

Supplemental Agreement #1 and related backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/29/2011 11:01 AM
Budget & Management	Merlen P. Munoz	09/29/2011 11:04 AM
Ivan Cantu	Ivan Cantu	09/30/2011 10:30 AM
Auditor's Office	Angela Garcia	09/30/2011 10:59 AM
Ivan Cantu	Ivan Cantu	09/30/2011 11:48 AM
Court Administrator	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Vangie Garcia Started On: 09/28/2011 04:47 PM

Final Approval Date: 09/30/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-08-417-12-09

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L & G Consulting Engineers, Inc. d/b/a L & G Engineering,** professional engineers of **Edinburg, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

Whereas, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for **"FM 493 from US 281 (Military Highway) to Business 83" (for preparation of Schematics, Environmental Assessments, Public Involvement, ROW Mapping, Surveying, Outfall Identification** and **Hydrologic Map, Roadway Design, ROW Acquisition Services** and **Construction Inspection** and **Construction Material Testing)** project for **Hidalgo County Precinct Number 1** hereinafter referred to as the ("Project").

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutuallyagree 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. The **Engineer** shall render professional engineering services for the development and fulfillment of this Agreement as identified in **EXHIBIT "B"-** ***Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement 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 terminate at the close of business **upon completion of this project** (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 amountis 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 "D1"-*Fee Breakdown***, 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 performances of service 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 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **(Final Payment)** to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **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** funds 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 the **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 Egineers.

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 thisAgreement.

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. Sub-contracting 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:
Hidalgo County
100 E. Cano, 2nd, Floor
Edinburg, Texas 785392

ENGINEER:
L & G Consulting Engineers
d/b/a L & G Engineering
100 West Expwy 83
Mercedes, Texas 78570

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 forwhich 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 9th day of December 2008.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

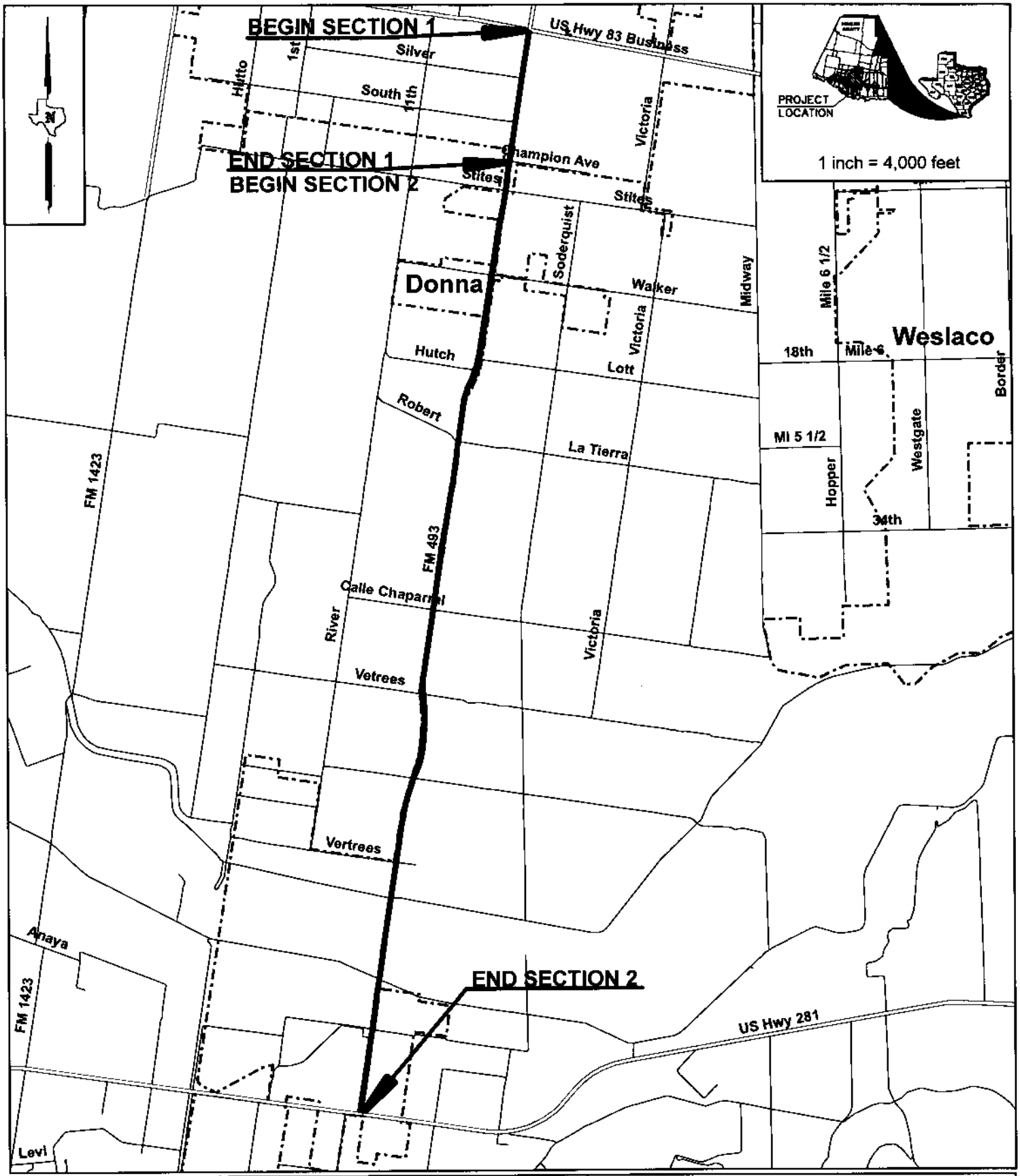
Approved by Commissioners' Court on December 9th, 2008.

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

By: _____
Stephen L. Crain, Attorney

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)*



FM 493 SOUTH
PROJECT LOCATION MAP

APPROX. LENGTH = 6.65 MILES

THE COUNTY OF HIDALGO TEXAS

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Construction Material Testing

2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9813
Fax : (956) 565-9018

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EXHIBIT A

-Scope of Services to be Provided by the Owner

EXHIBIT "A"

Services to be provided by the Hidalgo County Precinct #1

1. Hidalgo County Precinct #1 will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The Hidalgo County Precinct #1 will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

3. Hidalgo County Precinct #1 will process all acceptable requests for payment in a timely manner.

EXHIBIT B

-Scope of Services to be
Provided by the Engineer

EXHIBIT "B"

Services to be provided by the Engineer

PROJECT LIMITS:

- **FM 493: From US 281 (Military Highway), North 6.65 Miles, to Business 83**

GENERAL SCOPE OF WORK:

The work to be performed by the Engineer under this Contract shall consist of providing Engineering Services required for the preparation of Schematics, Preliminary ROW Ownership, Environmental Assessment, Public Involvement, Design Surveys and ROW Determination, Outfall Identification and Hydrologic Map, Utility coordination, PS&E Development and bidding documents. In addition, this contract will include ROW acquisition provider services and construction inspection and construction material testing. The Engineer will prepare bid packages as identified in the Work Authorization for the reconstruction of FM 493 from US 281 (Military Highway) North 6.65 Miles to Business 83 in two sections. Section 1 is from Bus 83 to Champion Street and Section 2 is from Champion Street to US 281. The proposed improvements are to overlay the Section 1 and reconstruct Section 2 from an existing 28' roadway to 40 foot rural roadway providing for two lanes and shoulders along with associated drainage, structures, and grading including Traffic Control, Signing & Striping, and Traffic Signal/Flashing Beacon Installations for the subject limits.

The work to be performed by the Engineer shall also include the review of the existing drainage patterns to determine if the proposed roadway can be designed utilizing the existing outfalls. The basis for this estimate is based on the premise that the existing outfalls located at the ROW line of FM 493 will be utilized. The Engineer will examine the proposed outfall locations and associated hydrologic and hydraulic conditions and determine the feasibility and practicality of using the existing outfalls or if new outfalls are needed. **This scope does not include designing outfalls outside of the existing ROW for FM 493.** In addition, the scope includes coordinating the utilities along the project limits in preparation for construction.

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this contract, except as otherwise specified in Exhibit A, "Services to be Provided by the County".

GENERAL SCOPE OF WORK:

The Scope of Work for this Work Authorization will be identified as follows:

- ***FC110 ~ Design Schematic Development***
- ***FC120 ~Social, Economic, and Environmental Studies, and Public Involvement***
- ***FC130 ~ Existing Right-of-Way Determination***
- ***FC150 ~ Design Surveys***
- ***FC160 ~ Roadway Design***
- ***FC161 ~ Hydrologic/Hydraulic Study***
- ***FC162 ~ Signing, Pav't Marking, Signals***

- ***FC163 ~ Irrigation Str., Estimate, Specs, Gen Notes, Misc***
- ***FC164 ~ Contract Management***
- ***FC 320 – Construction Inspection and Construction Material Testing***
- ***FC 600 – ROW Acquisition Services***

FC 110 ~ DESIGN SCHEMATIC DEVELOPMENT

After the existing centerline alignment is recovered and the proposed centerline is approved by TxDOT, the Engineer will develop a design schematic for submittal to TxDOT's Design Division.

Design Criteria

- The Engineer will prepare a Design Summary Report (DSR) to document the design criteria for the project and submit it to TxDOT for further processing.
- A Design Concept Conference (DCC) will be held to discuss and review the design criteria. The Engineer will prepare a Meeting Summary Report which will describe in detail the decisions made at the DCC and distribute it to everyone in attendance.
- The Engineer will prepare a preliminary construction cost estimate based on the results of the DCC and submit it to TxDOT.

Design Schematic

- The Engineer will develop a preliminary design schematic, based on the alignment previously selected, and submit to TxDOT for review.
- The Engineer will revise the schematic to incorporate TxDOT's comments and provide to TxDOT.
- A public meeting for this project will be scheduled. The Engineer will attend and will provide TxDOT with technical support.
- The Engineer will meet with TxDOT after the meeting to discuss modifications, if any, to the design schematic. The Engineer will incorporate the changes agreed upon, into the schematic and submit the revised schematic to TxDOT for further submittal to the Design Division and/or FHWA.
- After receiving approval of the design schematic from TxDOT, the Engineer will proceed with finalizing the design and complete the PS&E.
- The Schematic details will be completed to the Districts identified checklist.

Drainage

- The Engineer will evaluate the adequacy of the existing outfalls and develop a Hydrologic Map for the project identifying if any outfalls are needed for the project. The Engineer will coordinate with the Hidalgo County Drainage District No. 1, the Irrigation Districts, and cities in the area.

Irrigation Structures

- The Engineer will define the horizontal layout of the irrigation system in place and draw on the schematic the basis for maintaining the irrigation system whole.

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

The Engineer will conduct the necessary research and field investigations to prepare an

Environmental Assessment document to obtain a Finding of No Significant Impacts (FONSI) clearance for the project.

Task I. Document Purpose and Need for the Project: This section will include text and graphics illustrating the description, purpose and need, objectives of the project and the existing and proposed project design. This section will also provide a description of the issues eliminated from further study.

Task II. Alternatives: This section will include text and graphics illustrating the different alternatives considered prior to selecting the preferred. It will also describe the reasonable alternatives and those eliminated from further study.

Task III. Affected Environment and Environmental Consequences: For each of the following categories the necessary background and field reconnaissance will be performed to gather data necessary for the completion of the EA. This will assist in determining which issues should be eliminated from further study or studied in detail.

Land Use and Socio-economic Impacts: Pertinent social and economic issues will be addressed in the EA; a separate report will not be prepared. At this time, it is unknown if relocations will occur; however, the EA will address any relocations anticipated. No other impacts to land use, land planning or socio-economic issues are anticipated. A Section 4(f)/6(f) will not be prepared.

Ecological Resources: A characterization of the project's ecological resources, including wetlands, vegetation, prime farmland and wildlife habitat characteristics will be performed. Ecologically sensitive resources including protected species, if any, will be identified in order to assess potential effects of project construction and operation. Any presence or absence surveys for endangered species will not be conducted. The project will be assessed for compliance with the Nationwide Permit Program; however, a permit is not anticipated. Any permitting required will be conducted by TxDOT.

Hazardous Materials: A field screening and an internet data search for potential hazardous materials sites will be conducted. A Phase I Environmental Site Assessment for hazardous materials will not be conducted.

Noise and Air Quality: A noise analysis and air quality impacts will be assessed under this scope.

Field Investigations: Field visits to identify potential environmental constraints involving land use, ecological resources and potential hazardous material sites will be conducted.

Graphics: Report graphics will be prepared for the EA as needed to show the project location, typical sections and project area photographs. In addition, the project layouts/photographs will show those resources that are necessary to convey the project's impacts to the reviewers.

Public Involvement – A discussion will be provided regarding any public involvement which occurs on the project.

Report Preparation and Submittal – The Engineer will prepare an environmental document (EA) that complies with applicable procedures of the National Environmental Policy Act (EPA) and Federal Highway Administration Technical Advisory 6640.8A. The analysis will address the

adverse and beneficial impacts of project construction and operation. Mitigation options will be emphasized where adverse impacts may potentially occur.

The Engineer will submit one draft copy of the report for review by the TxDOT Pharr District. Color photographs and exhibits will be included in both the draft and final reports. All review comment responses will be provided in writing and a meeting will not be required to discuss review comments. The draft report will be revised to incorporate District's comments. Thirteen (13) sets of the revised report will be submitted for review by ENV. After ENV reviews the report, the document will be revised and eight (8) sets of the report will be submitted. Because this project would obtain a Categorical Exclusion, no other revisions will need to be made. Upon receiving a Categorical Exclusion, a CD which includes the document and exhibits will be provided to the District for their files.

Coordination – L&G will coordinate with the SWCA to conduct all Cultural Resource Surveys and reports. TxDOT will coordinate with the appropriate resource agencies to obtain environment clearance for completion of project.

Assumptions used to derive to proposed fee estimate and scope of services:

- The Engineer will conduct field investigations in two field trips.
- The Engineer will attend the DCC and one meeting.
- All investigations will be conducted based on existing literature, field reconnaissance and aerial photographic interpretation.
- The draft EA will be submitted to TxDOT in 30 days after the public meeting and/or receipt of data needed.

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

SWCA will conduct and prepare all Cultural Resource surveys and reports as required by TxDOT.

FC 130 ~ PRELIMINARY ROW DETERMINATION

FM 493 From Champion Street to US 281

General

1. The **Surveyor** will recover and or re-establish the existing Right-of-Way for the subject project.
2. The **Surveyor** shall monument the recovered ROW at all at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and 1000-feet stations after coordinating with the L&G Engineer. The **Surveyor** shall also monument all ROW corners.
3. **The Surveyor will submit a separate existing R.O.W. layout drawing (at scale of 1 inch = 100 feet), delineating the existing points recovered and all R.O.W. monuments that will be set before setting any points on the ground**. This map shall be utilized by L&G to attach it to the requests for the utility companies to adjust their lines prior to construction.

a. This map shall also contain the proposed centerline as set on the ground – **again do not set a centerline for construction until L&G Engineers have approved.**
b. Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data. The proposed centerline alignment will be delineated with appropriate bearings, distances, curve data and stationing. The existing ROW layout sheets stationing will be based on the proposed alignment. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
c. Monumentation set or found will be shown and described as to material and size.
d. A station and offset based on the proposed alignment will be shown for all points set and/or recovered.
e. Intersecting streets will be shown and identified by name and right-of-way width.
f. Railroads will be shown and identified by name and right-of-way width.
g. A note will be included on each sheet stating the basis of bearings, coordinates, and datum used.
h. All existing right-of-way layout sheets shall be 11" x 17". The borders around these map sheets should ½" from the right side of the map, the top and the bottom. The border on the left side is 2". Scale of 1"=100'.

FC 150 ~ DESIGN SURVEYING

FM 493 From Champion Street to US 281

A. Design Survey

1. **The Limit of the Design survey shall be 1000-ft before and after the limits of the project. Set horizontal and vertical control for FM 493 from Bus 83 to US 281. The Basis for the H & V Control shall be the control previously established on US 281.** Set benchmarks at max 1000-ft intervals. The BM's shall be #5 I.R. 2-ft in depth set in concrete. An H&V Book will be provided to the Engineer with 3-pt reference ties.
2. Field Topographic Survey - Verify accuracy of existing topographic information by checking coordinates of Horizontal control points and elevations of benchmarks previously established by TxDOT.
3. Update existing planimetric data with current information of any improvements and apparent changes in the topography since the original planimetric data was obtained as well as field tie all existing drainage structures, driveways, and pavement edges as well as all existing roadway centerline and roadside drainage ditch profiles.
4. Fill all existing planimetric mapping void areas along FM 493, data processing and CADD mapping (2d and 3d) update, (4.7 Miles including additional limits).
5. Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2d and 3d) update.
6. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the surveyor.

6a. The surveyor shall recover and reestablish the existing centerline then coordinate with the Engineer to establish the existing centerline stationing based on the old stationing of the previous plans south of Mile 10.

7. Stake proposed centerline/baseline at 1000-foot stations, PC's and PT's as directed by Engineer. (No. 5 I.R. 2-ft long).—FOR CONSTRUCTION but not until the Engineer directs the surveyor to do so.
8. The Surveyor shall also paint the proposed centerline on the proposed pavement. (500-ft stations and a tick mark at 100-ft stations ---12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.
9. Extend topographic survey 500 feet to each side of the existing Right-of-Way on all the intersecting streets for the limit of the project except at the existing drain ditches, the survey shall be extended 500-ft east and west from the existing FM 493 ROW and the x-sections shall be 50-ft Lt and Rt from the ditch centerline plus tieing in all topo.

B. Utilities

1. Coordinate with engineer to have all existing underground utilities marked by utility companies along FM 493 and intersecting streets. Field tie the marked locations and process the information to include in the planimetric CADD mapping files. Utility lines shall be properly labeled and placed in separate levels in accordance with TxDOT requirements.
2. Collect vertical information of all exposed (by utility companies) utilities that have been identified as possible conflicts by the Engineer and process as above.

C. Miscellaneous

1. Provide the engineer with a copy of all field books developed during this project. The field books shall supplement the graphical information submitted by the surveyor. Accurate sketches of the existing conditions of all irrigation and drainage structures that were tied down by the surveyor shall be included in the field books.

2. A horizontal and vertical. control book shall be submitted to the engineer. This control book shall include the reference sketches to the BM's and Horizontal Control. Points as well as describe the basis of the datum's used.

FC 160 – DESIGN

PS&E for the above work shall be prepared in accordance with the applicable requirements of TxDOT Specifications, Standards, and manuals (updated for revisions). Whenever possible, the Department's standard drawings, standard specifications, or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it shall be in the Departmental format and, to the extent possible, incorporate references to approved Department test procedures.

The Engineer shall furnish three (3) final cross-section plots showing both the original terrain (modified) and the design cross-sections, showing the roadway template. The design cross-sections shall indicate the slope rate on the side slopes.

FC 161 – DRAINAGE

The Engineer will perform a Geopak Drainage generated drainage analysis for all drain systems which will also include contributing runoff from the Adjacent Properties. This drainage analysis will be prepared prior to detailed design of drainage structures and will contain drainage area map(s), hydraulic calculations and Thysys and/or HEC-RAS analysis for TxDOT to approve.

FC 161 - STORM WATER POLUTION PREVENTION PLAN (SW3P)

The **ENGINEER** shall complete the plans adequately addressing a storm water pollution prevention plan for the entire project during all phases of construction. SW3P layouts shall be developed on the TCP plan sheets. SW3P plans shall **generally** include the following drawings:

- **Summary Sheet on TCP's**
- **Details & Standards**

The Engineer shall develop a project specific Storm Water Pollution Prevention Plan (SW3P) to comply with the Federal Regulations (40 CFR part 122) published in the Federal Register on Sept. 9, 1992.

FC 162 - SIGNAL DESIGN

Project Understanding

The Engineer will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the installation of permanent signals along FM 493 after and if warrants are met.

TASK 1 – General Notes for Traffic Signal installation

The Engineer will setup the General Notes sheet(s) and prepare the general notes for the traffic signal design, as well as the signing, pavement marking and wheelchair ramp design at the above intersections.

TASK 2 – Estimate and Quantities

THE ENGINEER will prepare Basis of Estimate sheets with adequate number of columns to reflect the number of the above intersections and one column for the total quantities.

THE ENGINEER will calculate quantities and prepare cost estimates at 60%, 90% and 100% levels of completion.

TASK 3 – Condition Diagram

THE ENGINEER will setup the condition diagram sheets that would show the existing configuration of each intersection and other elements as required by TxDOT.

TASK 4 – Proposed Signal Plan Layout

THE ENGINEER will setup proposed signal layout sheets that would show the proposed geometry of the above intersections along with the basic elements of the signal design, such as location of signal poles, pedestrian poles, wheel chair ramps, cross walks and service pole locations.

THE ENGINEER will contact the local power company for electrical service requirements at each of the above interceptions.

THE ENGINEER will produce submittals for TxDOT's review at the 60%, 90% and 100% completion levels.

TASK 5 – Signal Phasing and Timing

Based on traffic counts furnished by TxDOT, the Engineer will develop optimal phasing and timing charts for each of the AM peak, PM peak and Off-peak time periods, using appropriate software. The charts will be presented to TxDOT for review and approval before their incorporation into the plan sheets.

TASK 6 – Standard Sheets List

The Engineer will prepare a list of standard sheets for the 60%, 90% and 100% submittals. The Engineer will also prepare the drill shaft tables on the TSFD standard sheet as well as the shipping parts list on the SP/SMA standard sheet.

TASK 7 –Specifications List and Cost Estimate

The Engineer will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. The Engineer will also prepare cost estimates at the 60%, 90% and 100% submittals.

TASK 8 – Electrical Schedules

The Engineer will prepare tables, depicting the electrical schedule for each signalized intersection. The electrical schedules will be shown on the same sheets with the loop detector schedules and phasing/timing tables.

TASK 9 – Field Investigation and Meetings

The Engineer will conduct field investigations at the above intersection locations and record pertinent signal design information as well as identify potential design issues.

The Engineer will participate in one project progress meeting with L&G/TxDOT.

TASK 10 – Other services

The Engineer will provide tables with electrical service data for each of the services poles required at the above intersections.

Other services not covered in the above scope will be negotiated separately.

FC 162 – PAVEMENT MARKING AND MARKER LAYOUTS

TASK 1 – Plan Layouts (1"=100')

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the pavement marking and markers along FM 493 and all cross street approaches for the length

shown in the plan and profile layouts. Work will include design of ADA compliant wheelchair ramps that line up with the proposed crosswalks and any signal pole locations.

TASK 2 – Estimate and Quantities

The Engineer will prepare a summary of pavement marking and marker quantities (Basis of Estimate sheet) with adequate number of columns to reflect the types of markings to be installed by each payout sheet and one column for the total quantities.

The Engineer will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

The Engineer will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 –Specifications List and Cost Estimate

The Engineer will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. The Engineer will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 162 – SIGNING AND DELINEATION LAYOUTS

TASK 1 – Plan Layouts (1"=100')

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the signing and delineation along FM 493 and all cross street approaches for the length shown in the plan and profile layouts. The work will include design of flashing beacons near the School. The plans will show the following:

Existing signs to remain in place
Existing signs to be removed
Proposed new signs
Proposed new delineators and object markers.

L&G will prepare signing and delineation plans for all major cross streets.

TASK 2 – Summary of Small Signs

L&G will prepare a summary of small signs sheets along with a descriptive codes sheet. (Basis of Estimate sheet).

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 –Specifications List and Cost Estimate

L&G will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. L&G will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 163 - IRRIGATION SIPHONS AND CANALS

The ENGINEER shall coordinate with the Irrigation District(s) and prepare all necessary drawings needed for maintaining the functionality of irrigation districts irrigation lines.

FC 163: TRAFFIC CONTROL

The Engineer shall determine the project construction sequence and design a traffic control plan based upon the Texas MUTCD and the latest district traffic control design requirements. This shall include field investigations into such items as any Drainage Structures, utilities, R.O.W. restrictions, adjacent properties and cross street access, and other items which may ultimately affect the safe handling of traffic during the construction sequence.

The engineer shall meet with the Pharr District personnel early in the project design as soon as a construction sequence is developed. The construction sequence shall be updated periodically as the design progresses.

The engineer shall prepare drawings for each phase, based upon the agreed sequence of construction. The drawings shall indicate traffic lanes versus work zones per phase, including all required detours. Consideration shall be given to the use of temporary traffic control signals and, if needed, how to utilize and coordinate with the various phases. The drawings will be used by the District to obtain final concept approval of the TCP from the District Traffic Control Review Committee. Based on the results of the safety review team meeting, the detailed Traffic Control PS&E will be completed.

FC 163: UTILITIES

The Engineer shall coordinate the utilities as follows: (L&G will conduct two utility meetings with the owners at the County or at L&G's office in coordination with TxDOT)

A. Determine the ownership of the existing utilities on the subject project.

B. Contact the utility owners and locate (horizontally and vertically) existing utilities on the ground.

C. Evaluate utility conflicts with proposed construction. Prepare and submit drawings to the County, Utility Companies and copies to TxDOT, for required utility adjustment. The following information will be submitted for each required utility adjustment.

   1. A reproducible drawing 8-1\2" x 11", 11" x 17", or 22" x 34" (as appropriate) for each utility adjustment

   2. Drawing will include the following:

      a) Existing and/or proposed R.O.W lines.
      b) Existing and/or proposed roadways.
      c) Proposed drainage structure

d) Existing underground utility in plan and profile.
e) Owner of utility.
f) Benchmark

3. Provide copies to TxDOT of correspondence with utility companies and cities. If initial contact was made by phone, provide name of company and representative's name and telephone number.

4. Prepare a detailed list to TxDOT of all conflicts with existing utilities during the drainage structure design phase. List must include the following:

   a) Highway station number.
   b) Name of utility company and type of facility.
   c) Proposed highway facility - the conflict with: storm sewer, roadway, drainage ditch, drill shaft, etc.

4. The Engineer shall be responsible for notifying all utility owners, early in the design phase, regarding any utility adjustments.

5. Utility agreements to be developed by consultant, sent by consultant to companies and coordinate with them.

FC 163: BIDDING DOCUMENTS

1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

FC 164 – CONTRACT MANAGEMENT

The Engineer will be required to meet with designated TxDOT representatives on a regularly scheduled basis to report on progress. A typewritten progress report will be required, together with evidence of the work accomplished during the period since the previous report. A bar chart indicating the percentage of completion of each task shown on Attachment "C" will also be required. Formal progress reports with bar charts will be required on a monthly basis.

The Engineer will establish a separate cost accounting system for each control-section-job (C-S-J) number to properly allocate all labor and expenses incurred. The Engineer shall invoice monthly according to Function Code breakdowns.

FC 320– CONSTRUCTION INSPECTION & CONSTRUCTION MATERIAL TESTING

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

1) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.
2) The Engineer will coordinate and conduct a pre-construction conference.
3) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.
4) Contractor Payment. The Engineer will have a day to day inspector and the Engineer will review quantities as submitted by the Contractor and in coordination with the County's field inspector for the preparation of the monthly and final estimates for payment to the Contractor.
5) The Engineer will provide Project site inspection of the authorized construction contract(s) as follows:
   a) Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.
   b) Resident Engineer and/or Construction Inspector(s). The Engineer will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to PS&E specifications.
6) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.
7) Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:
   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.
8) Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.
9) As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

FC 600– RIGHT-OF-WAY ACQUISITION PROVIDER SERVICES

1) *Project Administration*

a) Negotiation of Scope of Services for Work Authorization
   i) Acquisition Provider will visit project site with County personnel if necessary.

b) Project Presence at L&G Consultant Office Headquarters
   i) Full Project Office

(1) No Joint Use of County or TxDOT facilities
(2) Open during normal County and State work hours
(3) Personnel available to answer questions
(4) Availability of Project Files
(5) At least one office staff member is required to be a current commissioned notary public.

c) Overhead Costs
   i) Administrative costs

d) Communication
   i) Provide monthly progress reports with invoice.
   ii) Participate in project review meetings as determined by the County.
   iii) Prepare initial property owner contact list for use by the County in distribution of Acquisition Provider introduction letters.

e) File Management
   i) Project and parcel files will be kept in the County's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the County office as they are generated or received by the Acquisition Provider, if necessary.
   ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
   iii) Maintain records of all payments including check number, amount, and date paid, etc.
   iv) Provide copies of all incoming and outgoing correspondence as generated if requested by County at provider conference.
   v) Maintain copies of all correspondence and contacts with property owners.

2) Title Services

a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.

b) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.

c) Secure title insurance for all parcels acquired, insuring acceptable title to County of Hidalgo. Written approval by the County required for any exception.

3) Appraisal

a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.

b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the County/TxDOT. Maintain permission letters with appraisal reports.

c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable County/TxDOT forms.

d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to County policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

f) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.

g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by the County of Hidalgo.

h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by L&G Engineering and/or the County.

i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.

j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

4) Appraisal Review

a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.

b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/County policies and procedures and the Uniform Standards of Professional Appraisal Practices.

c) Prepare and submit to County the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

5) Appraisal Updates

a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to County/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

b) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by the County of Mission.

c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the County.

d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) Negotiation, Tasks, and Fees

a) Analyze appraisal and appraisal review reports and confirm the County's approved value prior to making offer for each parcel.

b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by County/TxDOT on applicable County/TxDOT forms.

d) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.

f) Respond to property owner inquiries verbally and in writing within two business days.

g) Prepare a separate negotiator contact report for each parcel per contact.

h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

i) Advise property owner on the Administrative Settlement process. Transmit to County any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with County/TxDOT policy and procedures.

j) Prepare final offer letter, documents of conveyance as necessary.

k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

m) Provide a monthly progress report per parcel by the 25th of the month with invoice.

n) The consultant shall, as part of this proposal, estimate 10% of the 55 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the County Attorney.

7) **Closing Service Fees**

a) Coordinate with County and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the County.

b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.

c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to County for acceptance by the County Commissioners.

8) **Relocation Assistance Services**

a. Residential & Business

i. **There are no anticipated relocations or displacements for this contract.**

9) **Condemnation Support**

a) Pre-Hearing Support
   i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
   ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable
   iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.
   iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the County Office for submission to the County Attorney's office.
   v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
   vi) Upon receipt of packet prepared by the County Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the County Attorney; the attorney shall file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.
   vii) The County attorney shall file the Lis Pendens including the cause number with the County Clerk's Office.
   viii) Upon assignment of a court, the County Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
   ix) Following appointment of Special Commissioners by the judge, the County shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
   x) The County shall file all originals with the court and send copies marked "copy" to L & G Engineering.
   xi) The County Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
   xii) The County Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, County will approve the new value and the County's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
   xiii) The County Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the County, Appraiser, and Negotiator.
   xiv) After the hearing is set, the County Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
   xv) Once the notices have been served, the County Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
   xvi) The County's Attorney shall send a reminder letter 2-3 weeks in advance to the County Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

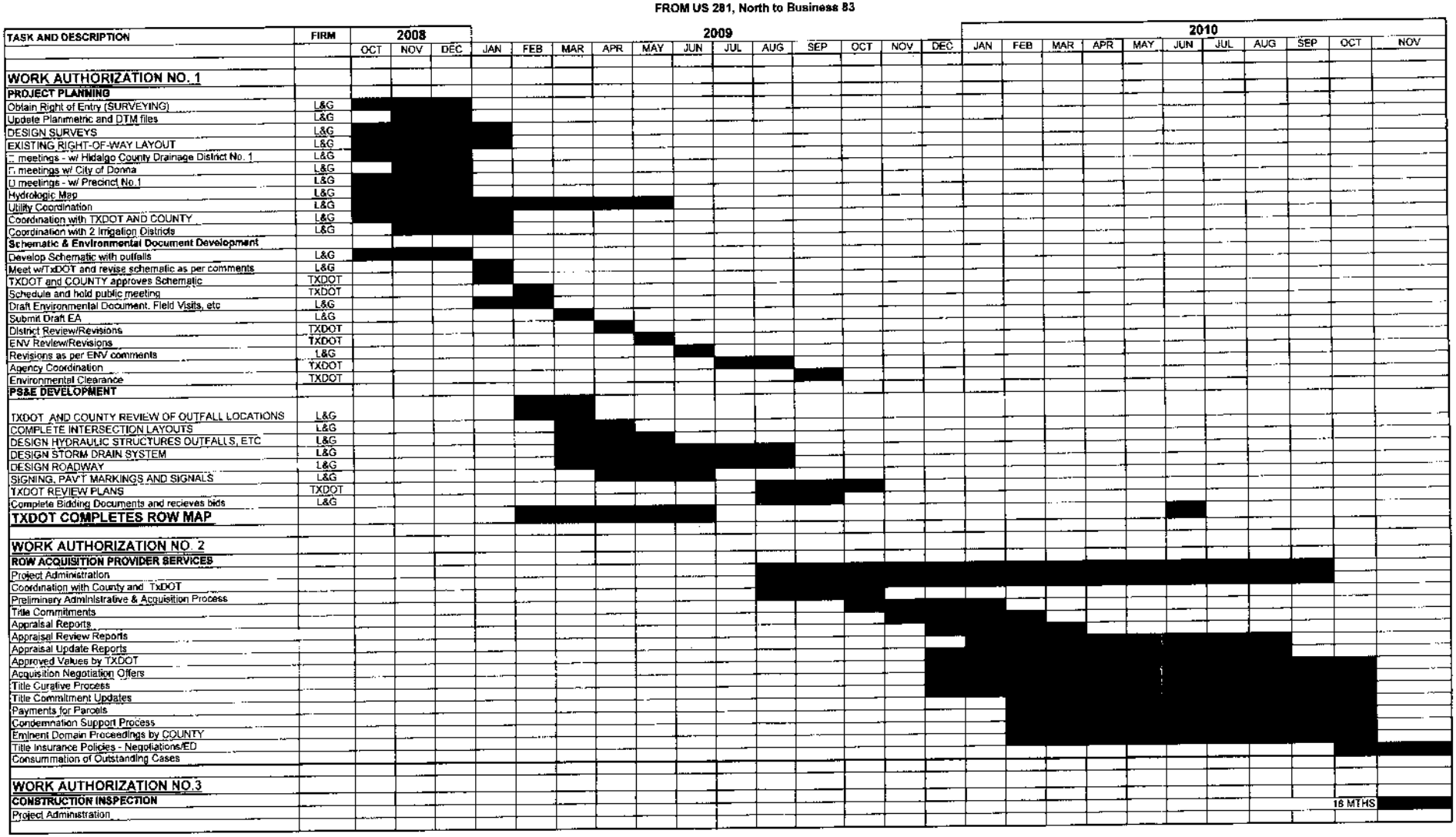
d) Post Hearing Support (by County Attorney)
   i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo County clerk's office.
   ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
   iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
   iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the County, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.
   v) Send the Commitment and the Award to County, along with individual special commissioner's billing requesting the payment for their fees.
   vi) File County warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
   vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
   viii) Send written notices of the date of deposit to the County Administration office and all interested parties.
   ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
   x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the County Attorney's office for his further handling in accordance to the Eminent Domain process by the County.

EXHIBIT C

-Work Schedule

Client: Hidalgo County

ATTACHMENT C
WORK SCHEDULE
FM 493
FROM US 281, North to Business 83



ENGINEERING WORK FOR SCHEMATIC & PS&E
ENVIRONMENTAL ASSESSMENT WORK & ROW ACQUISITION PROVIDER SERVICES
TXDOT FUNCTION
CONSTRUCTION MANAGEMENT

3:41 PM 10/16/2008

EXHIBIT D

-Engineer's Contract Rates

EXHIBIT "D" FEE SCHEDULE
L&G Consulting Engineers, Inc
2007

Job Description (NSPE Grade)	Base Rate*	Contract Rate**
Project Manager	50.00	155.00
Senior Engineer	44.00	136.40
Env. Manager/Specialist	43.00	133.30
Engineer	33.65	104.32
GIS/ Env. Specialist	32.09	99.48
Designer	33.00	102.30
Engineer in Training (EIT)	24.72	76.63
Engineering Technician	24.04	74.52
CADD Operator	21.00	65.10
Administrative Assistant	17.50	54.25

Direct Labor = 100.00%
Overhead = 175.00%
Direct Labor + Overhead = 275.00%
Profit Rate = 12.5%
(275.00 x 0.125) =34.38
Multiplier = (275.00+ 34.38)/100 = 3.10

* Base Rate = average weighted estimated salary without burden.
** These are the rates to be used to negotiate work authorizations: These rates are estimates: Billings will be invoiced at Base Rate marked up by 3.10

*Base Rate = estimated raw salary without burden

REIMBURSABLE DIRECT EXPENSES

Mileage	$(***)/mi	*** Not to exceed prevailing rate for client
Car Rental	$60.00/Day	employees (additional lodging taxes allowed)
Lodging	$(***)/day	
Meals	$(***)/day	
Air Travel	$200/Round Trip	
B&W Copies (8.5x11)	$ 0.10 /sheet	
B&W Copies (11x17)	$ 0.20 /sheet	
Color Copies (8.5x11)	$ 1.00 /sheet	
Color Copies (11x17)	$ 1.50 /sheet	
Mylar (11x17)	$ 2.00 /sheet	
Report Binders/Materials	$ 9.00 /report	
Digital Plotter (Schematics)	$ 1.25 /sq. ft.	
Overnite Carrier Cost	$ 15.00 /each	
Bond Plots, third party	$ 2.00 /linear ft.	
Mylar Plots, third party	$ 3.50 /sq. ft.	
CADD Machine Cost	$ -	included in Overhead Rate

EXHIBIT "D" FEE SCHEDULE

ENGINEERING BUDGET ESTIMATE AND FEE FOR FM 493 SOUTH PROJECT

ROADWAY PROJECT ENTIRE LENGTH (Miles) Section 1: From BUS 83 to Champion St. (0.78 mi) Section 2: From Champion St to US 281 (5.87 mi)	6.65 Miles
LIMITS:	US 281 Military North 6.65 miles to BUS 83
EXISTING ROADWAY SECTION:	64' F-F urban roadway and a 28'/32' Rural
EXISTING ROW WIDTH:	80' - 60' (varies)
PROPOSED INITIAL ROADWAY SECTION: PROPOSED ULTIMATE ROADWAY SECTION:	40' Rural 84' F-F Urban
PROPOSED ROW WIDTH:	120' max
ESTIMATED CONSTRUCTION COST **ULTIMATE ROADWAY SECTION** (3.6 Mil/mi) (5.87 Miles)	$21,132,000.00
ESTIMATED CONSTRUCTION COST **INITIAL ROADWAY SECTION** (BUS 83 South to US 281) (0.78 miles of 64' F-F overlay, 5.87 miles of reconstruction to 40-ft rural roadway)	$5,198,864.93

ESTIMATED PROJECT COSTS	***FEDERAL***	***STATE***	***COUNTY***
TOTAL ROADWAY CONSTRUCTION COST	$ 3,634,649.07	$ 1,564,215.86	$ -
Section 1: From BUS 83 to Champion St. (0.78 mi)		$ 219,171.98	
Section 2: From Champion St to US 281 (5.87 mi)		$ 1,345,043.88	
WORK AUTHORIZATION NO. 1			
Schematic based on ultimate construction design (15% of 8% PS&E)			$ 254,000.00
Preliminary ROW Ownership			$ 35,000.00
Environmental Assessment & PI Support and Hist and Archeological			$ 90,000.00
Design Surveys			$ 150,000.00
Outfall Identification & Hydrologic Map Fed/state/county requirements			$ 67,000.00
Utility Coordination on State Project w/Fed funds			$ 102,000.00
PS&E Development (8% of est initial construction cost)			$ 416,000.00
Bid Documents in accordance w/Fed/State			$ 30,000.00
ESTIMATED WORK AUTHORIZATION NO. 2 PENDING			
ROW Mapping & Field Surveying (based on 126 parcels)		$ 378,000.00	
Compensible Utilities (3 high-pressure gas lines)	$ 250,000.00	$ -	$ -
Land Value Costs	$ 1,110,000.00	$ -	$ -
Roadway Right-of-Way Costs - Acq.Services @ (est. 126 Parcels @ $10,000/Parcel Avg.)			$ 1,260,000.00
ESTIMATED WORK AUTHORIZATION NO. 3 PENDING			
Construction Inspection & Construction Material Testing			$ 600,000.00
SUB-TOTAL WORK AUTHORIZATION NO. 1			**$ 1,144,000.00**
SUB-TOTAL WORK AUTHORIZATION NO. 2			**$ 1,260,000.00**
SUB-TOTAL WORK AUTHORIZATION NO. 3			**$ 600,000.00**
TOTAL PROJECT COST	**$ 4,994,649.07**	**$ 1,942,215.86**	**$ 2,404,000.00**

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** _____, Commissioner _____ as to content and detail of this **Work Authorization No.** ___.

HIDALGO COUNTY

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2006.

THE ENGINEER:

_____

By: 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 _____ **2007** 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

DATE (MM/DD/YY) 07/01/08

PRODUCER
Hilb Rogal & Hobbs
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

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

INSURED
L & G Consulting Engineers Inc
dba L & G Engineering
2100 W Expressway 83
Mercedes, TX 78570

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Fidelity & Guaranty Insurance Compan	35386
INSURER B: SOUTHERN VANGUARD INSURANCE COMPANY	
INSURER C: Ace American Insurance Company	22667
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	PACP2822L500TLC08	07/19/08	07/19/09	EACH OCCURRENCE	$2,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$2,000,000
						GENERAL AGGREGATE	$4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$4,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
A		AUTOMOBILE LIABILITY	PACP2822L500TLC08	07/19/08	07/19/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[X] HIRED AUTOS					
		[X] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSV000268001	07/23/08	07/23/09	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
C		OTHER Professional	EONG2363384A002	07/20/08	07/20/09	$1,000,000 ea. Claim $1,000,000 Aggregate $15,000 Ded. ea. Claim	

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

** Supplemental Name **

First Supplemental Name applies to all policies - L & G Consulting Engineers Inc:

Hidalgo County & Texas Dept of Transporation is covered as Additional

(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County
400 W 13th Street
Mission, TX 78572

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRAT DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTI NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHAI IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

MCC

© ACORD CORPORATION

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-417-12-09
Work Authorization Form

WORK AUTHORIZATION NO. 1

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 Consulting Engineers, Inc.** *d/b/a* **L & G Engineering,** professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of Schematics, Environmental Assessment, Public Involvement, ROW Mapping, Surveying, and Roadway Design for the reconstruction of FM 493 from US 281 (Military Highway) North 6.65 Miles to Business 83.**

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 **$1,144,000.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. **8-1201-431-00-121-053-0-841**
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 work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, **Sylvia S. Handy** as to content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1

Sylvia S. Handy, County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on **12/09/08** as indicated below and effective as of **9th** day of **December, 2008**.

THE ENGINEER:

Jacinto Garza, P.E./President

THE OWNER:
HIDALGO COUNTY

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT "B"

Services to be provided by the Engineer

PROJECT LIMITS:

- **FM 493: From US 281 (Military Highway), North 6.65 Miles, to Business 83**

GENERAL SCOPE OF WORK:

The work to be performed by the Engineer under this Contract shall consist of providing Engineering Services required for the preparation of Schematics, Preliminary ROW Ownership, Environmental Assessment, Public Involvement, Design Surveys and ROW Determination, Outfall Identification and Hydrologic Map, Utility coordination, PS&E Development and bidding documents. In addition, this contract will include ROW acquisition provider services and construction inspection and construction material testing. The Engineer will prepare bid packages as identified in the Work Authorization for the reconstruction of FM 493 from US 281 (Military Highway) North 6.65 Miles to Business 83 in two sections. Section 1 is from Bus 83 to Champion Street and Section 2 is from Champion Street to US 281. The proposed improvements are to overlay the Section 1 and reconstruct Section 2 from an existing 28' roadway to 40 foot rural roadway providing for two lanes and shoulders along with associated drainage, structures, and grading including Traffic Control, Signing & Striping, and Traffic Signal/Flashing Beacon Installations for the subject limits.

The work to be performed by the Engineer shall also include the review of the existing drainage patterns to determine if the proposed roadway can be designed utilizing the existing outfalls. The basis for this estimate is based on the premise that the existing outfalls located at the ROW line of FM 493 will be utilized. The Engineer will examine the proposed outfall locations and associated hydrologic and hydraulic conditions and determine the feasibility and practicality of using the existing outfalls or if new outfalls are needed. **This scope does not include designing outfalls outside of the existing ROW for FM 493.** In addition, the scope includes coordinating the utilities along the project limits in preparation for construction.

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this contract, except as otherwise specified in Exhibit A, "Services to be Provided by the County".

GENERAL SCOPE OF WORK:

The Scope of Work for this Work Authorization will be identified as follows:

- ***FC110 ~ Design Schematic Development***
- ***FC120 ~Social, Economic, and Environmental Studies, and Public Involvement***
- ***FC130 ~ Existing Right-of-Way Determination***
- ***FC150 ~ Design Surveys***
- ***FC160 ~ Roadway Design***
- ***FC161 ~ Hydrologic/Hydraulic Study***
- ***FC162 ~ Signing, Pav't Marking, Signals***

- ***FC163 ~ Irrigation Str., Estimate, Specs, Gen Notes, Misc***
- ***FC164 ~ Contract Management***
- ***FC 320 – Construction Inspection and Construction Material Testing***
- ***FC 600 – ROW Acquisition Services***

FC 110 ~ DESIGN SCHEMATIC DEVELOPMENT

After the existing centerline alignment is recovered and the proposed centerline is approved by TxDOT, the Engineer will develop a design schematic for submittal to TxDOT's Design Division.

Design Criteria

- The Engineer will prepare a Design Summary Report (DSR) to document the design criteria for the project and submit it to TxDOT for further processing.
- A Design Concept Conference (DCC) will be held to discuss and review the design criteria. The Engineer will prepare a Meeting Summary Report which will describe in detail the decisions made at the DCC and distribute it to everyone in attendance.
- The Engineer will prepare a preliminary construction cost estimate based on the results of the DCC and submit it to TxDOT.

Design Schematic

- The Engineer will develop a preliminary design schematic, based on the alignment previously selected, and submit to TxDOT for review.
- The Engineer will revise the schematic to incorporate TxDOT's comments and provide to TxDOT.
- A public meeting for this project will be scheduled. The Engineer will attend and will provide TxDOT with technical support.
- The Engineer will meet with TxDOT after the meeting to discuss modifications, if any, to the design schematic. The Engineer will incorporate the changes agreed upon, into the schematic and submit the revised schematic to TxDOT for further submittal to the Design Division and/or FHWA.
- After receiving approval of the design schematic from TxDOT, the Engineer will proceed with finalizing the design and complete the PS&E.
- The Schematic details will be completed to the Districts identified checklist.

Drainage

- The Engineer will evaluate the adequacy of the existing outfalls and develop a Hydrologic Map for the project identifying if any outfalls are needed for the project. The Engineer will coordinate with the Hidalgo County Drainage District No. 1, the Irrigation Districts, and cities in the area.

Irrigation Structures

- The Engineer will define the horizontal layout of the irrigation system in place and draw on the schematic the basis for maintaining the irrigation system whole.

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

The Engineer will conduct the necessary research and field investigations to prepare an

Environmental Assessment document to obtain a Finding of No Significant Impacts (FONSI) clearance for the project.

Task I. Document Purpose and Need for the Project: This section will include text and graphics illustrating the description, purpose and need, objectives of the project and the existing and proposed project design. This section will also provide a description of the issues eliminated from further study.

Task II. Alternatives: This section will include text and graphics illustrating the different alternatives considered prior to selecting the preferred. It will also describe the reasonable alternatives and those eliminated from further study.

Task III. Affected Environment and Environmental Consequences: For each of the following categories the necessary background and field reconnaissance will be performed to gather data necessary for the completion of the EA. This will assist in determining which issues should be eliminated from further study or studied in detail.

Land Use and Socio-economic Impacts: Pertinent social and economic issues will be addressed in the EA; a separate report will not be prepared. At this time, it is unknown if relocations will occur; however, the EA will address any relocations anticipated. No other impacts to land use, land planning or socio-economic issues are anticipated. A Section 4(f)/6(f) will not be prepared.

Ecological Resources: A characterization of the project's ecological resources, including wetlands, vegetation, prime farmland and wildlife habitat characteristics will be performed. Ecologically sensitive resources including protected species, if any, will be identified in order to assess potential effects of project construction and operation. Any presence or absence surveys for endangered species will not be conducted. The project will be assessed for compliance with the Nationwide Permit Program; however, a permit is not anticipated. Any permitting required will be conducted by TxDOT.

Hazardous Materials: A field screening and an internet data search for potential hazardous materials sites will be conducted. A Phase I Environmental Site Assessment for hazardous materials will not be conducted.

Noise and Air Quality: A noise analysis and air quality impacts will be assessed under this scope.

Field Investigations: Field visits to identify potential environmental constraints involving land use, ecological resources and potential hazardous material sites will be conducted.

Graphics: Report graphics will be prepared for the EA as needed to show the project location, typical sections and project area photographs. In addition, the project layouts/photographs will show those resources that are necessary to convey the project's impacts to the reviewers.

Public Involvement – A discussion will be provided regarding any public involvement which occurs on the project.

Report Preparation and Submittal – The Engineer will prepare an environmental document (EA) that complies with applicable procedures of the National Environmental Policy Act (EPA) and Federal Highway Administration Technical Advisory 6640.8A. The analysis will address the

adverse and beneficial impacts of project construction and operation. Mitigation options will be emphasized where adverse impacts may potentially occur.

The Engineer will submit one draft copy of the report for review by the TxDOT Pharr District. Color photographs and exhibits will be included in both the draft and final reports. All review comment responses will be provided in writing and a meeting will not be required to discuss review comments. The draft report will be revised to incorporate District's comments. Thirteen (13) sets of the revised report will be submitted for review by ENV. After ENV reviews the report, the document will be revised and eight (8) sets of the report will be submitted. Because this project would obtain a Categorical Exclusion, no other revisions will need to be made. Upon receiving a Categorical Exclusion, a CD which includes the document and exhibits will be provided to the District for their files.

Coordination – L&G will coordinate with the SWCA to conduct all Cultural Resource Surveys and reports. TxDOT will coordinate with the appropriate resource agencies to obtain environment clearance for completion of project.

Assumptions used to derive to proposed fee estimate and scope of services:

- The Engineer will conduct field investigations in two field trips.
- The Engineer will attend the DCC and one meeting.
- All investigations will be conducted based on existing literature, field reconnaissance and aerial photographic interpretation.
- The draft EA will be submitted to TxDOT in 30 days after the public meeting and/or receipt of data needed.

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

SWCA will conduct and prepare all Cultural Resource surveys and reports as required by TxDOT.

FC 130 ~ PRELIMINARY ROW DETERMINATION

FM 493 From Champion Street to US 281

General

1. The **Surveyor** will recover and or re-establish the existing Right-of-Way for the subject project.
2. The **Surveyor** shall monument the recovered ROW at all at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and 1000-feet stations after coordinating with the L&G Engineer. The **Surveyor** shall also monument all ROW corners.
3. **The Surveyor will submit a separate existing R.O.W. layout drawing (at scale of 1 inch = 100 feet), delineating the existing points recovered and all R.O.W. monuments that will be set before setting any points on the ground.** This map shall be utilized by L&G to attach it to the requests for the utility companies to adjust their lines prior to construction.

a. This map shall also contain the proposed centerline as set on the ground – **again do not set a centerline for construction until L&G Engineers have approved.**
b. Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data. The proposed centerline alignment will be delineated with appropriate bearings, distances, curve data and stationing. The existing ROW layout sheets stationing will be based on the proposed alignment. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
c. Monumentation set or found will be shown and described as to material and size.
d. A station and offset based on the proposed alignment will be shown for all points set and/or recovered.
e. Intersecting streets will be shown and identified by name and right-of-way width.
f. Railroads will be shown and identified by name and right-of-way width.
g. A note will be included on each sheet stating the basis of bearings, coordinates, and datum used.
h. All existing right-of-way layout sheets shall be 11" x 17". The borders around these map sheets should ½" from the right side of the map, the top and the bottom. The border on the left side is 2". Scale of 1"=100'.

FC 150 ~ DESIGN SURVEYING

FM 493 From Champion Street to US 281

A. Design Survey

1. **The Limit of the Design survey shall be 1000-ft before and after the limits of the project. Set horizontal and vertical control for FM 493 from Bus 83 to US 281. The Basis for the H & V Control shall be the control previously established on US 281.** Set benchmarks at max 1000-ft intervals. The BM's shall be #5 I.R. 2-ft in depth set in concrete. An H&V Book will be provided to the Engineer with 3-pt reference ties.
2. Field Topographic Survey - Verify accuracy of existing topographic information by checking coordinates of Horizontal control points and elevations of benchmarks previously established by TxDOT.
3. Update existing planimetric data with current information of any improvements and apparent changes in the topography since the original planimetric data was obtained as well as field tie all existing drainage structures, driveways, and pavement edges as well as all existing roadway centerline and roadside drainage ditch profiles.
4. Fill all existing planimetric mapping void areas along FM 493, data processing and CADD mapping (2d and 3d) update, (4.7 Miles including additional limits).
5. Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2d and 3d) update.
6. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the surveyor.

6a. The surveyor shall recover and reestablish the existing centerline then coordinate with the Engineer to establish the existing centerline stationing based on the old stationing of the previous plans south of Mile 10.

7. Stake proposed centerline/baseline at 1000-foot stations, PC's and PT's as directed by Engineer. (No. 5 I.R. 2-ft long).—FOR CONSTRUCTION but not until the Engineer directs the surveyor to do so.
8. The Surveyor shall also paint the proposed centerline on the proposed pavement. (500-ft stations and a tick mark at 100-ft stations ---12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.
9. Extend topographic survey 500 feet to each side of the existing Right-of-Way on all the intersecting streets for the limit of the project except at the existing drain ditches, the survey shall be extended 500-ft east and west from the existing FM 493 ROW and the x-sections shall be 50-ft Lt and Rt from the ditch centerline plus tieing in all topo.

B. Utilities

1. Coordinate with engineer to have all existing underground utilities marked by utility companies along FM 493 and intersecting streets. Field tie the marked locations and process the information to include in the planimetric CADD mapping files. Utility lines shall be properly labeled and placed in separate levels in accordance with TxDOT requirements.
2. Collect vertical information of all exposed (by utility companies) utilities that have been identified as possible conflicts by the Engineer and process as above.

C. Miscellaneous

1. Provide the engineer with a copy of all field books developed during this project. The field books shall supplement the graphical information submitted by the surveyor. Accurate sketches of the existing conditions of all irrigation and drainage structures that were tied down by the surveyor shall be included in the field books.

2. A horizontal and vertical. control book shall be submitted to the engineer. This control book shall include the reference sketches to the BM's and Horizontal Control. Points as well as describe the basis of the datum's used.

FC 160 – DESIGN

PS&E for the above work shall be prepared in accordance with the applicable requirements of TxDOT Specifications, Standards, and manuals (updated for revisions). Whenever possible, the Department's standard drawings, standard specifications, or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it shall be in the Departmental format and, to the extent possible, incorporate references to approved Department test procedures.

The Engineer shall furnish three (3) final cross-section plots showing both the original terrain (modified) and the design cross-sections, showing the roadway template. The design cross-sections shall indicate the slope rate on the side slopes.

FC 161 – DRAINAGE

The Engineer will perform a Geopak Drainage generated drainage analysis for all drain systems which will also include contributing runoff from the Adjacent Properties. This drainage analysis will be prepared prior to detailed design of drainage structures and will contain drainage area map(s), hydraulic calculations and Thysys and/or HEC-RAS analysis for TxDOT to approve.

FC 161 - STORM WATER POLUTION PREVENTION PLAN (SW3P)

The **ENGINEER** shall complete the plans adequately addressing a storm water pollution prevention plan for the entire project during all phases of construction. SW3P layouts shall be developed on the TCP plan sheets. SW3P plans shall **generally** include the following drawings:

- **Summary Sheet on TCP's**
- **Details & Standards**

The Engineer shall develop a project specific Storm Water Pollution Prevention Plan (SW3P) to comply with the Federal Regulations (40 CFR part 122) published in the Federal Register on Sept. 9, 1992.

FC 162 - SIGNAL DESIGN

Project Understanding

The Engineer will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the installation of permanent signals along FM 493 after and if warrants are met.

TASK 1 – General Notes for Traffic Signal installation

The Engineer will setup the General Notes sheet(s) and prepare the general notes for the traffic signal design, as well as the signing, pavement marking and wheelchair ramp design at the above intersections.

TASK 2 – Estimate and Quantities

THE ENGINEER will prepare Basis of Estimate sheets with adequate number of columns to reflect the number of the above intersections and one column for the total quantities.

THE ENGINEER will calculate quantities and prepare cost estimates at 60%, 90% and 100% levels of completion.

TASK 3 – Condition Diagram

THE ENGINEER will setup the condition diagram sheets that would show the existing configuration of each intersection and other elements as required by TxDOT.

TASK 4 – Proposed Signal Plan Layout

THE ENGINEER will setup proposed signal layout sheets that would show the proposed geometry of the above intersections along with the basic elements of the signal design, such as location of signal poles, pedestrian poles, wheel chair ramps, cross walks and service pole locations.

THE ENGINEER will contact the local power company for electrical service requirements at each of the above interceptions.

THE ENGINEER will produce submittals for TxDOT's review at the 60%, 90% and 100% completion levels.

TASK 5 – Signal Phasing and Timing

Based on traffic counts furnished by TxDOT, the Engineer will develop optimal phasing and timing charts for each of the AM peak, PM peak and Off-peak time periods, using appropriate software. The charts will be presented to TxDOT for review and approval before their incorporation into the plan sheets.

TASK 6 – Standard Sheets List

The Engineer will prepare a list of standard sheets for the 60%, 90% and 100% submittals. The Engineer will also prepare the drill shaft tables on the TSFD standard sheet as well as the shipping parts list on the SP/SMA standard sheet.

TASK 7 –Specifications List and Cost Estimate

The Engineer will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. The Engineer will also prepare cost estimates at the 60%, 90% and 100% submittals.

TASK 8 – Electrical Schedules

The Engineer will prepare tables, depicting the electrical schedule for each signalized intersection. The electrical schedules will be shown on the same sheets with the loop detector schedules and phasing/timing tables.

TASK 9 – Field Investigation and Meetings

The Engineer will conduct field investigations at the above intersection locations and record pertinent signal design information as well as identify potential design issues.

The Engineer will participate in one project progress meeting with L&G/TxDOT.

TASK 10 – Other services

The Engineer will provide tables with electrical service data for each of the services poles required at the above intersections.

Other services not covered in the above scope will be negotiated separately.

FC 162 – PAVEMENT MARKING AND MARKER LAYOUTS

TASK 1 – Plan Layouts (1"=100')

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the pavement marking and markers along FM 493 and all cross street approaches for the length

shown in the plan and profile layouts. Work will include design of ADA compliant wheelchair ramps that line up with the proposed crosswalks and any signal pole locations.

TASK 2 – Estimate and Quantities

The Engineer will prepare a summary of pavement marking and marker quantities (Basis of Estimate sheet) with adequate number of columns to reflect the types of markings to be installed by each payout sheet and one column for the total quantities.

The Engineer will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

The Engineer will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 –Specifications List and Cost Estimate

The Engineer will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. The Engineer will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 162 – SIGNING AND DELINEATION LAYOUTS

TASK 1 – Plan Layouts (1"=100')

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the signing and delineation along FM 493 and all cross street approaches for the length shown in the plan and profile layouts. The work will include design of flashing beacons near the School. The plans will show the following:

Existing signs to remain in place
Existing signs to be removed
Proposed new signs
Proposed new delineators and object markers.

L&G will prepare signing and delineation plans for all major cross streets.

TASK 2 – Summary of Small Signs

L&G will prepare a summary of small signs sheets along with a descriptive codes sheet. (Basis of Estimate sheet).

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 –Specifications List and Cost Estimate

L&G will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. L&G will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 163 - IRRIGATION SIPHONS AND CANALS

The ENGINEER shall coordinate with the Irrigation District(s) and prepare all necessary drawings needed for maintaining the functionality of irrigation districts irrigation lines.

FC 163: TRAFFIC CONTROL

The Engineer shall determine the project construction sequence and design a traffic control plan based upon the Texas MUTCD and the latest district traffic control design requirements. This shall include field investigations into such items as any Drainage Structures, utilities, R.O.W. restrictions, adjacent properties and cross street access, and other items which may ultimately affect the safe handling of traffic during the construction sequence.

The engineer shall meet with the Pharr District personnel early in the project design as soon as a construction sequence is developed. The construction sequence shall be updated periodically as the design progresses.

The engineer shall prepare drawings for each phase, based upon the agreed sequence of construction. The drawings shall indicate traffic lanes versus work zones per phase, including all required detours. Consideration shall be given to the use of temporary traffic control signals and, if needed, how to utilize and coordinate with the various phases. The drawings will be used by the District to obtain final concept approval of the TCP from the District Traffic Control Review Committee. Based on the results of the safety review team meeting, the detailed Traffic Control PS&E will be completed.

FC 163: UTILITIES

The Engineer shall coordinate the utilities as follows: (L&G will conduct two utility meetings with the owners at the County or at L&G's office in coordination with TxDOT)

A. Determine the ownership of the existing utilities on the subject project.

B. Contact the utility owners and locate (horizontally and vertically) existing utilities on the ground.

C. Evaluate utility conflicts with proposed construction. Prepare and submit drawings to the County, Utility Companies and copies to TxDOT, for required utility adjustment. The following information will be submitted for each required utility adjustment.

   1. A reproducible drawing 8-1\2" x 11", 11" x 17", or 22" x 34" (as appropriate) for each utility adjustment

   2. Drawing will include the following:

      a) Existing and/or proposed R.O.W lines.
      b) Existing and/or proposed roadways.
      c) Proposed drainage structure

d) Existing underground utility in plan and profile.
e) Owner of utility.
f) Benchmark

3. Provide copies to TxDOT of correspondence with utility companies and cities. If initial contact was made by phone, provide name of company and representative's name and telephone number.

4. Prepare a detailed list to TxDOT of all conflicts with existing utilities during the drainage structure design phase. List must include the following:

   a) Highway station number.
   b) Name of utility company and type of facility.
   c) Proposed highway facility - the conflict with: storm sewer, roadway, drainage ditch, drill shaft, etc.

4. The Engineer shall be responsible for notifying all utility owners, early in the design phase, regarding any utility adjustments.

5. Utility agreements to be developed by consultant, sent by consultant to companies and coordinate with them.

FC 163: BIDDING DOCUMENTS

1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

FC 164 – CONTRACT MANAGEMENT

The Engineer will be required to meet with designated TxDOT representatives on a regularly scheduled basis to report on progress. A typewritten progress report will be required, together with evidence of the work accomplished during the period since the previous report. A bar chart indicating the percentage of completion of each task shown on Attachment "C" will also be required. Formal progress reports with bar charts will be required on a monthly basis.

The Engineer will establish a separate cost accounting system for each control-section-job (C-S-J) number to properly allocate all labor and expenses incurred. The Engineer shall invoice monthly according to Function Code breakdowns.

Client: Hidalgo County

ATTACHMENT C
WORK SCHEDULE
FM 493
FROM US 281, North to Business 83

TASK AND DESCRIPTION	FIRM	2008			2009												2010										
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
WORK AUTHORIZATION NO. 1																											
PROJECT PLANNING																											
Obtain Right of Entry (SURVEYING)	L&G																										
[illegible] Planimetric and DTM files	L&G																										
[illegible] SURVEYS	L&G																										
[illegible]NG RIGHT-OF-WAY LAYOUT	L&G																										
[illegible] meetings - w/ Hidalgo County Drainage District No. 1	L&G																										
[illegible] meetings w/ City of Donna	L&G																										
[illegible] meetings - w/ Precinct No.1	L&G																										
Hydrologic Map	L&G																										
Utility Coordination	L&G																										
Coordination with TXDOT AND COUNTY	L&G																										
Coordination with 2 Irrigation Districts	L&G																										
Schematic & Environmental Document Development																											
Develop Schematic with outfalls	L&G																										
Meet w/TxDOT and revise schematic as per comments	L&G																										
TXDOT and COUNTY approves Schematic	TXDOT																										
Schedule and hold public meeting	TXDOT																										
Draft Environmental Document, Field Visits, etc	L&G																										
Submit Draft EA	L&G																										
District Review/Revisions	TXDOT																										
ENV Review/Revisions	TXDOT																										
Revisions as per ENV comments	L&G																										
Agency Coordination	TXDOT																										
Environmental Clearance	TXDOT																										
PS&E DEVELOPMENT																											
TXDOT AND COUNTY REVIEW OF OUTFALL LOCATIONS	L&G																										
COMPLETE INTERSECTION LAYOUTS	L&G																										
DESIGN HYDRAULIC STRUCTURES OUTFALLS, ETC	L&G																										
DESIGN STORM DRAIN SYSTEM	L&G																										
DESIGN ROADWAY	L&G																										
SIGNING, PAVT MARKINGS AND SIGNALS	L&G																										
TXDOT REVIEW PLANS	TXDOT																										
[illegible]le Bidding Documents and recieves bids	L&G																										
[illegible]T COMPLETES ROW MAP																											

ENGINEERING WORK FOR SCHEMATIC & PS&E
ENVIRONMENTAL ASSESSMENT WORK & ROW ACQUISITION PROVIDER SERVICES
TXDOT FUNCTION
CONSTRUCTION MANAGEMENT

Client: Hidalgo County

ATTACHMENT C
WORK SCHEDULE
FM 493
FROM US 281, North to Business 83

TASK AND DESCRIPTION	FIRM	2008			2009											2010										
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
WORK AUTHORIZATION NO. 1																											
PROJECT PLANNING																											
Obtain Right of Entry (SURVEYING)	L&G																										
Update Planimetric and DTM files	L&G																										
DESIGN SURVEYS	L&G																										
EXISTING RIGHT-OF-WAY LAYOUT	L&G																										
□ meetings - w/ Hidalgo County Drainage District No. 1	L&G																										
□ meetings w/ City of Donna	L&G																										
□ meetings - w/ Precinct No.1	L&G																										
Hydrologic Map	L&G																										
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Schematic & Environmental Document Development																											
Develop Schematic with outfalls	L&G																										
Meet w/TxDOT and revise schematic as per comments	L&G																										
TXDOT and COUNTY approves Schematic	TXDOT																										
Schedule and hold public meeting	TXDOT																										
Draft Environmental Document, Field Visits, etc	L&G																										
Submit Draft EA	L&G																										
District Review/Revisions	TXDOT																										
ENV Review/Revisions	TXDOT																										
Revisions as per ENV comments	L&G																										
Agency Coordination	TXDOT																										
Environmental Clearance	TXDOT																										
PS&E DEVELOPMENT																											
TXDOT AND COUNTY REVIEW OF OUTFALL LOCATIONS	L&G																										
COMPLETE INTERSECTION LAYOUTS	L&G																										
DESIGN HYDRAULIC STRUCTURES OUTFALLS, ETC	L&G																										
DESIGN STORM DRAIN SYSTEM	L&G																										
DESIGN ROADWAY	L&G																										
SIGNING, PAVT MARKINGS AND SIGNALS	L&G																										
TXDOT REVIEW PLANS	TXDOT																										
Complete Bidding Documents and recieves bids	L&G																										
TXDOT COMPLETES ROW MAP																											

ENGINEERING WORK FOR SCHEMATIC & PS&E
ENVIRONMENTAL ASSESSMENT WORK & ROW ACQUISITION PROVIDER SERVICES
TXDOT FUNCTION
CONSTRUCTION MANAGEMENT

2:56 PM 12/23/2008

EXHIBIT "D" FEE SCHEDULE FOR WORK AUTHORIZATION #1

ENGINEERING BUDGET ESTIMATE AND FEE FOR FM 493 SOUTH PROJECT

ROADWAY PROJECT ENTIRE LENGTH (Miles) Section 1: From BUS 83 to Champion St. (0.78 mi) Section 2: From Champion St to US 281 (5.87 mi)	6.65 Miles
LIMITS:	US 281 Military North 6.65 miles to BUS 83
EXISTING ROADWAY SECTION:	64' F-F urban roadway and a 28'/32' Rural
EXISTING ROW WIDTH:	80' - 60' (varies)
PROPOSED INITIAL ROADWAY SECTION:	40' Rural
PROPOSED ULTIMATE ROADWAY SECTION:	84' F-F Urban
PROPOSED ROW WIDTH:	120' max
ESTIMATED CONSTRUCTION COST **ULTIMATE ROADWAY SECTION** (3.6 Mil/mi) (5.87 Miles)	$21,140,000.00
ESTIMATED CONSTRUCTION COST **INITIAL ROADWAY SECTION** (BUS 83 South to US 281) (0.78 miles of 64' F-F overlay, 5.87 miles of reconstruction to 40-ft rural roadway)	$5,198,864.93

ESTIMATED PROJECT COSTS	***COUNTY***
TOTAL ROADWAY CONSTRUCTION COST	$ -
Section 1: From BUS 83 to Champion St. (0.78 mi)	
Section 2: From Champion St to US 281 (5.87 mi)	
WORK AUTHORIZATION NO. 1	
Schematic based on ultimate construction design (15% of 8% PS&E)	$ 254,000.00
Preliminary ROW Ownership	$ 35,000.00
Environmental Assessment & PI Support and Hist and Archeological	$ 90,000.00
Design Surveys	$ 150,000.00
Outfall Identification & Hydrologic Map Fed/state/county requirements	$ 67,000.00
Utility Coordination on State Project w/Fed funds	$ 102,000.00
PS&E Development (8% of est initial construction cost)	$ 416,000.00
SUB-TOTAL WORK AUTHORIZATION NO. 1	**$ 1,114,000.00**
TOTAL PROJECT COST	**$ 1,114,000.00**

3. **A. Requesting approval of a professional engineering services contract (as approved as to form by legal counsel) with L & G CONSULTING ENGINEERS INC. d/b/a L & G ENGINEERING for the provision of engineering services for "FM 493 from US 281 (MILITARY HIGHWAY) North 6.65 Miles to Business 83 Project" for Hidalgo County Precinct No. 1. (as selected through the County's protocol from the "POOL" of engineers for negotiations on 09/30/08)**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

   B. Presentation for consideration, discussion, acceptance, and approval of WORK AUTHORIZATION NO. 1 in the amount of $ 1,144,000.00 with L & G CONSULTING ENGINEERS INC. d/b/a L & G ENGINEERING to provide engineering services for the (Preparation of Schematics, Environmental Assessment, Public Involvement, ROW Mapping, Surveying, and Roadway Design for the Reconstruction of "FM 493 from US 281 (MILITARY HIGHWAY) North 6.65 Miles to Business 83" within Hidalgo County Precinct No. 1, in connection with Contract No. C-08-417-12-09.

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

C. **Pct 2**

1. **Requesting authority to purchase computer equipment, software and/or peripherals through our membership/participation with (DIR) Department of Information Resources awarded vendor-Calence LLC, DIR-SDD-236, requisition # 144376 in the total amount of $21,761.60 for Precinct #2 South Tower Road Community Resource Center.**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

2. **Presentation for discussion, consideration, acceptance, and approval of request for payment of Invoice No. 2616 in the amount of $51,328.00 (South Tower Estates Subdivision) from R. Gutierrez Engineering Corporation, contracted engineer for Precinct No. 2, after Auditor's review and processing procedures completed and authority for County Treasurer to issue payments/checks;**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

   At this time Commissioner Palacios returns.

3. **Approval of Request for Payment No. 1 in the amount of $9,838.40, Payment No. 3(Reimbursable) in the amount of $1,112.93 and Payment No. 4 in the amount of $1,019.50, from V-A Architecture, contracted architect for "South Tower CRC/Park Project" C-07-042-04- 17.**

   On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

AI-12662 **15.B.3.**

Pct1- Prof Engineering Svc Agreement-L&G Engineering-"FM 493 from US 281 (Military Hwy) to Bus 83"

CC REGULAR

Date: 12/09/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Requesting approval of a professional engineering services contract (as approved as to form by legal counsel) with L & G CONSULTING ENGINEERS INC. d/b/a L & G ENGINEERING for the provision of engineering services for "FM 493 from US 281 (MILITARY HIGHWAY) North 6.65 Miles to Business 83 Project" for Hidalgo County Precinct No. 1. (as selected through the County's protoccol from the "POOL" of engineers for negotiations on 09/30/08)

B. Presentation for consideration, discussion, acceptance, and approval of WORK AUTHORIZATION NO. 1 in the amount of $ 1,144,000.00 with L & G CONSULTING ENGINEERS INC. d/b/a L & G ENGINEERING to provide engineering services for the (Preparation of Schematics, Environmental Assessment, Public Involvement, ROW Mapping, Surveying, and Roadway Design for the Reconstruction of "FM 493 from US 281 (MILITARY HIGHWAY) North 6.65 Miles to Business 83" within Hidalgo County Precinct No. 1, in connection with Contract No. C-08-417-12-09.

BACKGROUND

Professional Engineering Agreement-L&G Engineering (as approved by legal counsel)
Work Authorization No. 1-L&G Engineering ($1,144,000.00)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

To be funded from 2009 C.O. Issuance.

Attachments

Link: Prof Eng Agreement-L&G Engineering-C-08-417-12-09
Link: Exhibit "C" to agreement
Link: WA#1-FM 493 Proj-L&G Engineering

C. **Fire Marshal's Office:**
Approval of 2008 interdepartmental transfer from County Wide Administration - Contingency to Emergency Services - Various Fire Departments (1100) in the total amount of $54,281.00 to fund fire call expenditures.

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

D. **Court Reporter Fund *(1239):***
Approval of inter-fund transfer from Countywide Administration - Contingency (1100) to Court Reporter (1239) in the amount of $15,000.00

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

E. **PCT.1 FM 493(US 281-BUS 83) (1201):**
Approval of interfund transfer of $1,144,000.00 of new source of General Fund revenue as certified by the County Auditor and approved by Commissioners Court on 8/26/08 (AI-10753 16.A.) from the General Fund (1100) fund balance to PCT.1 FM 493(US 281-BUS 83)-Aid to Governmental Agency (1201).

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

F. **Pct. 1 Drainage Improvement Project:**
Approval of 2008 interdepartmental transfer from Pct. 1 Paved/Unpaved Roads, to Pct. 1 Drainage Improvement Project, (1201) in the amount of $358,840.03 to fund pending drainage project(s).

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

G. **Approval of 2008 interdepartmental transfer from County Wide Administration to Financial Advisor (1100) in the amount of $18,700.00 to pay for pending invoice from Estrada Hinojosa.**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

H. **Pct. 2 Val-Mex Project (1202):**
Approval of 2008 interdepartmental transfer from Pct. 2 Paved/Unpaved Roads to Pct.2 Intergovernmental Expense-Hidalgo-Val-Mex Drive (1202) in the total amount of $77,700.00, to fund the Val-Mex Drive project.

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

AI-12689 **16.E.**

2008 interfund for PCT.1 FM493(US281-BUS83) (1201)
CC REGULAR

Date:	12/09/2008
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Pct.1-FM493 (1201)
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

PCT.1 FM493(US281-BUS83) (1201):
Approval of interfund transfer of $1,144,000.00 of new source of General Fund revenue as certified by the County Auditor and approved by Commissioners' Court on 8/26/08 (AI-10753 16.A.) from the General Fund (1100) fund balance to PCT.1 FM493(US281-BUS83)-Aid to Governmental Agency (1201).

BACKGROUND

Funds are subject to reimbursement from Pct 1 C.O. series 2009 allotment as per reimbursement resolution approved on October 7, 2008.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1201-431-00-121-053-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of $1,144,000.00 from G/F fund balance. Funding available for transfer as of 12/5/08.

Attachments

Link: 2008 Interfund for PCT.1 FM493(US281-BUS83) (1201)

Form Routing/Status

Form Started By: Dale Kennan Started On: 12/05/2008 04:13 PM
Final Approval Date: 12/05/2008

AI-22170 **20.B.1.**

Work Authorization #2-L&G Engineering Consulting Engineers (C-08-417-12-09)

CC REGULAR

Date: 07/27/2010
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

Requesting approval of Work Authorization #2 in the amount of $451,665.50 from L&G Engineering Consulting Engineers, Inc. d/b/a, L&G Engineering for Professional Engineering Management Services to complete the Right-Of-Way Map and Additional Surveying Services in support of TxDOT's Construction of FM 493 from US 281 (Military Highway) North 6.65 Miles to Business Highway 83 Project through Contract #C-08-417-12-09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1342-431-00-121-053-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding for WA #2 in relation to ROW Mapping and Surveying services for the Pct. 1 FM 493 (US 281-BUS 83) road project is pending interdept transfer from the CO's 2010 A& B issuance (fund 1342) in the amount of $451,665.50.

Refer to AI #22175, CC 7-27-10, consent agenda.

Attachments

Link: Work Authorization #2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	07/22/2010 05:04 PM	CREATED
1	Purchasing Department	Marty Salazar	07/23/2010 03:39 PM	APRV
2	Budget & Management	Erika Zamora	07/23/2010 04:02 PM	APRV
3	Ivan Cantu			PEND
4	Auditor's Office			

Form Started By: Vangie Garcia Started On: 07/22/2010 05:04 PM

COUNTY of HIDALGO

A.C. CUELLAR, JR.
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

Memorandum

To: **MARTHA SALAZAR – COUNTY PURCHASING AGENT**

From: **RAUL LOZANO – CHIEF ADMINISTRATOR PRECINCT I**

Date: **07/15/10**

Re: **WORK AUTHORIZATION...**

Martha,

Please facilitate our request to process work authorization for FM 493 South Road Project.

The funding source will be on our new debt issuance. The account number will be provided for by the Department of Budget & Management.

Also, this work authorization request is to be placed on the agenda for the Commissioners' Court meeting on Tuesday, July 20, 2010.

If you have any further questions, please feel free to contact me at 973-7823.

Best Regards.

L&G Engineering
Transportation Consultants

June 28, 2010

Hon. A.C. Cuellar, Jr
Commissioner, Hidalgo County Pct. No. 1
1902 Joe Stephens
Weslaco, Texas 78596

Attn: Raul Lozano

Re: FM 493 South (Work Authorization No. 2)
Limits: from US 281 (Military Highway) North 6.65 Miles to Business 83)

Dear Commissioner Cuellar:

As discussed and as per Contract No. C-08-417-12-09, previously approved on December 9, 2008, L&G Engineering is completing Work Authorization No. 1 of the above referenced project and limits and is now in the process of initiating Work Authorization No. 2. Your office has informed us to split Work Authorization No. 2 to exclude the Right-of-Way Acquisition.

Based on the Public Meeting and approved TxDOT schematic we are attached a revised Exhibit D - Fee Schedule with the new estimates for the Project. Originally we had estimated $150,000.00 for Surveying and Work Authorization No. 2 clarifies the new estimates for Survey and Right-of-Way Mapping.

Attached for your review and execution in duplicate form are two original, Work Authorizations No. 2 with attachments, for L&G Engineering (L&G) to perform engineering management and surveying services for the FM 493 South project. This Work Authorization is to provide a Right-of-Way Map and Additional Surveying Services in support of TxDOT's Construction of the FM 493 South from US 281 (Military Highway) North 6.65 Miles to Business 83. Please reference the attached Exhibit "D" – Cost Proposal for funding distributions.

Attached you will find the following:

- Two signed original Work Authorizations No. 2 with attachments
  - Exhibit "B" – Services to be Provided by the Engineer
  - Exhibit "C" – Work Schedule
  - Exhibit "D" –Fee Schedule

We look forward to working with you and your staff on this project. Should you have any questions regarding this submittal, do not hesitate to call me at (956) 565-9813.

Sincerely,
L& G ENGINEERING

Jacinto Garza, P.E.
CEO/Project Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-417-12-09
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and **L&G Consulting Engineers, Inc.** *d/b/a* **L&G Engineering,** professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Management Services required to complete the Right-of-Way Map and Additional Surveying Services in support of TxDOT's Construction of the FM 493 from US 281 (Military Highway) North 6.65 Miles to Business 83.**

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 **$451,665.50**. 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, 6, 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No 0-1342-431-0121-0530-841
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, **A.C. Cuellar, Jr.** as to content and detail of this Work Authorization No. 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1

A.C. Cuellar, Jr., County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 7/27/10 as indicated below and effective as of 27th day of July, 2010.

THE ENGINEER:
L&G ENGINEERING

Jacinto Garza, P.E., President

THE OWNER:
HIDALGO COUNTY

Rene Ramirez, Hidalgo County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

EXHIBIT "A" - Service to be provided by the Owner - OMITTED
EXHIBIT "B" - Services to be provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

SURVEYOR shall mean J.E. Saenz & Associates, Inc.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services Provided by the Engineer" shall include the performance of all engineering services for the following described facility:

County/City: Hidalgo County

Control: 0863-01-047, etc.

Project/Description: Design Surveys, Right-of-Way Mapping for FM 493 South

Length: 6.5 Miles

Highway: FM 493

Limits: US 281 (Military Highway) North 6.65 Miles to Business 83)

Existing Facility

Project Classification

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 For All Tasks)

NOTES

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By: Engineer	County	
		NOTE: No work involving right-of-way (ROW) data is to be performed until the state has given the engineer written approval of the final location of the proposed ROW lines.
YES		1. Ownership Data in a .dgn file a. Ownership Information shall be determined (Preliminary Title Data) for a distance of 3/4 miles before and after each existing or proposed overpass. b. Compensable utility ownership rights on TxDOT ROW shall be researched and provided. c. For each drainage outfall property preliminary ROW identification will be shown. d. For each irrigation structure pipe. e. Mailing list of owners on both side of the expressway for the project limits.
YES		2. Parcel plats & Right-of-Way Map a. A ROW map, parcel plats and field notes shall be prepared and furnished. b. ROW map and field notes shall be revised as required due to changes in Highway Ownership Changes or Revised Parcel Numbering. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS). c. ROW map must depict all improvements affecting ROW.
YES		3. Utility Adjustments a. Highway Design Data shall be furnished by the Engineer to the County and TxDOT for joint coordination with Utility Companies of the needed Utility Adjustments.
YES		4. Field Notes a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map (metric and english units) b. Control of Access Descriptions for all parcels on Designated Controlled Access Highways. c. Computation Sheets for Survey Closure and Area for Each Parcel. d. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.
YES		5. Survey and Stake Right-of-Way
YES		6. Records as Required by the County and TxDOT a. Records used to establish ownership

Services Provided By: Engineer	County
YES	

7. General Guidelines for Preparation of Right-of-Way Maps

a. All procedures involving ROW maps, surveys and field notes shall be in conformance with the State's Right-of-Way, Book I and Book II, except as provided herein and in accordance with the Texas Board of Professional Land Surveying Practices Act.

b. The **engineer** shall be responsible for completing the title sheet as required and formatted by TxDOT and as discussed in Book II of the Right of Way Manual.

c. Preliminary and completed work shall be submitted as requested by the district.

d. The **engineer** shall maintain a direct line of communication and coordinate very closely with the district's design staff, through the district engineer, throughout the project.

e. (1) Minimum mathematical calculations relative to field note data are: (a) area of taking, if expressed in metric, will be carried to three decimal places or, if expressed in square feet, will be rounded to the square foot, (b) distances will be given to the nearest metric units and hundredth of a foot and (c) bearings will be carried to the nearest second. Data contained in the field notes and shown on the map shall be identical. More precise calculations may be requested by TxDOT.

(2) Calls within the body of the field notes shall be written to identify property lines and the existing and proposed ROW lines.

f. Project base line is to be drawn and stationed on the ROW map.

g. Minimum size lettering is to be 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD) on all ROW maps, unless otherwise authorized in writing by TxDOT.

h. As soon as property lines and parent tracts can be determined, the engineer shall submit a preliminary map for review of parcel numbers and guidance early in the development process.

i. Zip-a-tone or similar products shall not be used on map sheets.

j. All field notes and plats shall be signed, dated and sealed by a Registered Professional Land Surveyor or Licensed State Land Surveyor.

k. The ROW map sheets shall be ink or Mylar type tracing film or as otherwise authorized by TxDOT.

l. Field note data for all parcels shall be furnished on diskettes or tapes that are compatible with TxDOT.

m. THE SURVEYOR SHALL BE LIABLE FOR ALL SURVEYING MISTAKES AND SHALL BE RESPONSIBLE AT HIS SOLE EXPENSE FOR CORRECTION OF ALL ERRORS.

n. TxDOT Plan Checklist will be adhered to.

FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

ADDITIONAL SURVEYS TO SUPPLEMENT WORK AUTHORIZATION NO. 1

Services Provided By: Engineer	County	
		1. Field Surveying
NO	YES	a. Primary Project Control - 3 to 5 miles spacing Precision shall be 1 part in 20,000 or better, unless otherwise directed by the district engineer. (1) Establish horizontal control points (2) Establish vertical control points
NO	YES	b. Secondary Project Control (Surveyor shall H&V Control Points and create Survey Data Sheets for inclusion in the Project Plans). • No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW. • The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds. • The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.) • The unadjusted vertical error should not exceed 0.03 foot per mile of traverse. (1) Project control base lines
NO		(2) Photogrammetric ground control
NO		(a) Establish horizontal control
NO		(b) Establish vertical control points
NO		(c) Place and maintain control point targets
YES	NO	c. Other Field Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Recover and/or re-establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals and along each outfall identified on Exhibit A & B. The BM's shall be #5 I.R. 2-ft in depth set in concrete. A H&V Book will be provided by the Engineer to the Surveyor and the surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.

(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D 3D).

(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines.

(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

Services Provided By: Engineer	County	
YES	NO	(10) Tie to existing underground and overhead utilities (location, elevation and direction) Horizontally – the surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down. Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
YES	NO	(11) Additional Field Surveying as shown below: (A) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer. (B) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on Exhibit A and B **Driveways and Turnouts** (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
YES	NO	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
NO	NO	(14) Soil core hole staking -
YES	NO	(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
YES	NO	(16) Profiles of existing drainage facilities
NO	NO	(17) Measurement of hydraulic opening under existing bridges
YES	NO	(18) Obtain elevations of manholes and valves of utilities
YES	NO	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
YES	NO	(20) Ties to existing bridges or culverts that may conflict with new construction.
N/A	N/A	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
YES	N/A	(22) Inventory signs, mailboxes, and driveways
YES	N/A	(23) Survey controlled data sheets per TxDOT guidelines.

Services Provided By: Engineer	County	
N/A	N/A	2. Photogrammetric Products
		a. Uncontrolled Photography
		(1) Contact Prints
		(2) Mosaics
		(3) Digital ortho plots
		b. Mapping
		(1) Planimetric Maps
		(2) Contour Maps
		(3) Cross Sections
		(4) Profiles
		(5) Digital Terrain Models (DTM)

ADDITIONAL RESPONSIBILITIES

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the **COUNTY**. The **ENGINEER** shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Whenever possible, use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and, to the extent possible, incorporate references to approved State test procedures.

The **Engineer** shall promptly make necessary revisions or corrections resulting from the **Engineer's** errors, omissions or negligent acts without additional compensation. Acceptance of the work by the **COUNTY** will not relieve the **Engineer** of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the **COUNTY** shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the Company.

If required, the **engineer** shall provide to the **COUNTY**, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the **COUNTY's** computer system.

CD Tape Required (YES or NO): **YES**

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The **engineer** will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E ROW Mapping & Management	Mission Office

The work effort will be managed out of the Mission (City) office located at 900 South Stewart Rd. (Address), Mission (City), Texas (State).

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE FIRM REGISTRATION No. 1273

June 28, 2010

Mr. Robert Macheska, P.E.
L & G Engineering
2100 W. Expressway 83
Mercedes, Tx 78570
Via E-Mail: rmacheska@lgengineers.com

Re: FM 493 Design Survey
From: BUS 83 South to US 281 (Military Highway)

Dear Mr. Macheska:

We are pleased to submit this proposal for the above referenced project. The services to be provided along with associated costs are as follows:

1.) ADDITIONAL DESIGN SURVEY FOR FM 493 $58,420.00

(This work will be in addition to survey work approved on Work Authorization #1) In reference to the irrigation lines and structures J. E. Saenz & Associates, Inc. (JES) will not be able to provide locations of any irrigation lines by probing except at standpipes that have Irrigation District mapping provided. Any requested line locations that are not at standpipes will need to be exposed/pothole by a SUE provider. After a count of irrigation line locations needed, JES will submit a per pothole cost to provide these locations.

2.) R.O.W. MAPPING AND PARCELS $367,500.00

Our site visits and preliminary research on FM 493 has led us to the understanding that there are approximately 105 parcels for right-of-way acquisition. Based on this information our basic fee for right-of-way mapping and re-staking proposed right-of-way is $367,500.00 (Estimated at $3,500 per parcel). We are prepared to move forward and expedite all necessary documentation and coordinate the acquisition procedures with Hidalgo County Right-of-Way Department for L&G Engineering. We will be conducting services for the parcel as follows:

- Property Owner Investigation
- Property Map
- Right-of-Way Map
- Aerial map
- Metes and Boundary Description
- Set all Parcel Lot Corners
- Re-staking Proposed Right-of-Way

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE FIRM REGISTRATION No. 1273

Our total estimated fee for the above mentioned professional survey services are **$425,920.00.** The work schedule, Attachment "C", is based on right of entry to be provided by L&G in a timely manner.

Should you have any questions, or need additional information, please contact our office.

Sincerely,

Jose E. Saenz, P.E.
President

Cc: File
JES/fq

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

PROJECT: FM 493 South
CLIENT: Hidalgo County Precinct No. 1

EXHIBIT C
WORK SCHEDULE

6/29/2010

TASK AND DESCRIPTION	2010 JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2011 JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2012 JAN	FEB	MAR	APR	M
ROW Mapping																													
Design Surveys																													
Final ROW Map, Parcel Sketches and Field Notes																													
ROW Acquisition (Anticipated FONSI Nov. 2010)																													
Project Administration																													
Coordination with County and TxDOT																													
Preliminary Administrative & Acquisition Process																													
Title Commitments																													
Appraisal Reports																													
Appraisal Review Reports																													
Appraisal Update Reports																													
Approved Values by TxDOT																													
Acquisition Negotiation Offers																													
Title Curative Process																													
Title Commitment Updates																													
Payments for Parcels																													
L&G Condemnation Support Process																													
Eminent Domain Proceedings by County																													
Title Insurance Policies - Negotiations/ED																													
Consummation of Outstanding Cases																													
PS&E																													
Complete Intersection Layouts																													
Roadway Design, x-sections, earthwork, etc.																													
Design Hydraulic Structures, Outfalls, etc.																													
Design Storm Drain System																													
Signing and Pav't Markings																													
Traffic Control Plan																													
Utility Coordination																													
Specifications, General Notes, Estimates																													
TxDOT Review																													
REVISIONS BY L&G AS RECEIVED FROM TXDOT																													
TxDOT PROCESS FOR LETTING AT AUSTIN																													
Estimated Construction Letting																													
Construction																													
Construction Inspection assisting TxDOT																													
																									ESTIMATED 9 MONTHS CONSTRUCTI				

L&G ENGNEERING TASK
TxDOT TASK
COUNTY TASK

Exhibit D - Cost Proposal
& Estimated Local & State Participation for FM 493 South
Limits: From Business 83 to US 281 (Military)

	Pct. #1-L&G WA #1 Executed (12/9/08)				Funds Required by 11/15/10			WA #2 Pending			WA #3 Pending	WA #4 Pending	
	Schematics (Submitted to TxDOT)	PS&E Development (In Process)	Env. Doc. (Submitted to ENV)	Des. Surveys (Pending Surveyor)	* ROW Land Cost	* Compensable Utilities	* Relocations	ROW Map	Additional Design Surveys Requested	ROW Mapping Management	ROW Acquisition Services	Construction & Inspection	ESTIMATED TOT PARTICIPATIOI
CITY	$0.00	$0.00	$0.00	$0.00	$3,560.00 (2)	$10,211.00 (5)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13,771.00
COUNTY	$254,000.00	$650,000.00 (1)	$90,000.00	$150,000.00	$18,847.50 (3)	$0.00	$0.00	$367,500.00 (7)	$58,420.00 (9)	$25,745.50	$1,352,054.50 (8)	$60,000.00	$3,026,567.50
TXDOT	$0.00	$0.00	$0.00	$0.00	$1,590,092.50 (4)	$1,010,914.00 (6)	$25,000.00	$0.00	$0.00	$0.00	$0.00	$6,300,000.00	$8,926,006.50
TOTALS	$254,000.00	$650,000.00	$90,000.00	$150,000.00	$1,612,500.00	$1,021,125.00	$25,000.00	$367,500.00	$58,420.00	$25,745.50	$1,352,054.50	$6,360,000.00	**$11,966,345.0(**
					TOTAL FUNDS REQUIRED:		**$2,658,625.00**						

[redacted]	Work Authorization No. 1	$1,144,000.00	ISSUED
[redacted]	Work Authorization No. 2	$451,665.50	PENDING
[redacted]	Work Authorization No. 3	$1,352,054.50	PENDING
[redacted]	Work Authorization No. 4	$60,000.00	PENDING

(1) Cost includes: Utility Coordination, Outfall Identification, Prelim. ROW Ownership & PS&E Design

(2) City Participation: 11 Parcels (8.9 acres) @ $40,000/acre = $356,000 @ 1% = $3,560 (Pending TxDOT Release of ROW est. Date: 11/15/10, 1 month after est. FONSI Date: 10/15/10)

(3) County Participation: 94 Parcels - Undeveloped = 17.8 acres @ $40,000/acre = $712,000 @ 1.5% Participation = $10,680; Developed = 5 acres = 217,800 sf @ $2.50/sf = $544,500 @ 1.5% = $8,167.50 (Total=$712,000 + $544,500 = $1,256,500)
Total County Participation = $10,680 + $8,167.50 = $18,847.50 (Pending TxDOT Release of ROW est. Date: 11/15/10, 1 month after est. FONSI Date: 10/15/10)

(4) State Participation: City - $356,000 @ 99% Participation = $352,440; County (Undeveloped) - $712,000 @ 98.5% = $701,320; County (Developed) - $544,500 @ 98.5% = $536,332.50
Total State Participation = $352,440 + $701,320 + $536,332.50 = $1,590,092.50

(5) City Participation: San. Sewer - 13,615 l.f. @ $75/l.f. = $1,021,125 @ 1% Participation = $10,211.00 (Pending TxDOT Release of ROW est. Date: 11/15/10, 1 month after est. FONSI Date: 10/15/10)

(6) State Participation: San. Sewer - $1,021,125 @ 99% = $1,010,914.00

(7) County Participation: 105 parcels @ $3,500/parcel = $367,500.00 (Pending approval of schematic by TxDOT/FHWA; was submitted to TxDOT 4/5/10, est. approval date 10/5/10)

(8) County Participation: 105 parcels @ $12,500/parcel (Pending TxDOT Release of ROW est. Date: 11/15/10, 1 month after est. FONSI Date: 10/15/10)

(9) After Completion of Schematic with Public Involvement the proposed survey work by J.E. Saenz & Associates requesting additional $58,420.00

* Pending Execution of ROW Agreement Between TxDOT & County/City

Revised 6/28/201

EXHIBIT "D"

Work Authorization No. 2
FM 493 Right of Way Mapping and Surveys
L & G ENGINEERING

3.1

Task	Project Manager	Engineer	Admin/ Clerical	Total Hours	Direct Labor	Total Cost
	$50.00	$44.00	$17.50			
PROJECT MANAGEMENT						
Project Management of Contract/Progress Reports	20	40	16	76	$3,040.00	$9,424.00
Provide a review of submittals and coordinate revisions	20	40	6	66	$2,865.00	$8,881.50
Processing of Invoices	20	0	80	100	$2,400.00	$7,440.00
Total for L&G Engineering	60	80	102	242	$8,305.00	$25,745.50
SERVICES PROVIDED BY SUB-CONSULTANT						
See Att. D-1 from J.E. Saenz and Associates Additional Design Field Surveys						$58,420.00
See Att. D-1 from J.E. Saenz and Associates Field Surveys ROW Mapping and Parcels						$367,500.00
Total for J.E. Saenz & Associates						$425,920.00
			TOTAL LABOR			$451,665.50

TOTAL	**$451,665.50**

L&G Engineering
Transportation Consultants

September 27, 2011

The Honorable Joel Quintanilla
Commissioner, Hidalgo County Pct. No. 1
1902 Joe Stephens
Weslaco, Texas 78596

RE: FM 493 South (Work Authorization No. 2), Supplemental No. 1
Limits: from US 281 (Military Highway) North 6.65 Miles to Business 83)

Dear Commissioner Quintanilla:

As discussed, this letter serves to formally request an increase to Work Authorization No. 2 for the FM 493 South Project. Attached in duplicate for your review and approval is Supplemental No. 1. This Supplemental is being requested for the completion of the Right-of-Way Map with the additional 25 parcels.

I have received a revised proposal utilizing a different surveyor, Guzman & Muñoz, and have brought down the previously submitted cost proposal by $8,000.00. The new revised proposal for the additional 25 parcels is $115,014.00, which includes the Right-of-Way Map, Parcel Sketches, Field Note descriptions and area computation sheets.

I have also included for your use and information, a copy of the Preliminary Right-of-Way Map clearly identifies the increase in parcels from 105 to 130 parcels for this project and the verbiage needed to place the item on the next Commissioner's court agenda.

We look forward to working with you and your staff on this project. If you have any questions regarding this submittal or require additional information, please feel free to give me a call at (956) 565-9813.

Sincerely,
L& G ENGINEERING

Jacinto Garza, P.E.
CEO/Project Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

EXHIBIT "F"
Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.1
TO WORK AUTHORIZATION NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-08-417-12-09

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between the **HIDALGO COUNTY,** hereinafter called the **"Owner"**, and **L&G Engineering,** professional engineers of Mercedes, Texas, hereinafter called the **"Engineer"**.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Main Contract Agreement on the 9th day of December, 2008 concerning professional engineering services for the **"FM 493 from US 281 (Military Highway) to Business 83" (for preparation of Schematics, Environmental Assessments, Public Involvement, ROW Mapping, Surveying, Outfall Identification and Hydrologic Map, Roadway Design, ROW Acquisition Services and Construction Inspection and Construction Material Testing) project for Hidalgo County Precinct No. 1** hereinafter referred to as the ("Project"); and,

WHEREAS, Work Authorization No. 2, Section Part 1 of the Agreement, Scope of Work, establishes the scope of work is for the Engineer to Provide Management Services required to complete the Right-of-Way Map and Additional Surveying Services in support of TxDOT's Construction of the FM 493 from US 281 (Military Highway) North 6.65 Miles to Business 83; and,

WHEREAS, it has become necessary to amend *"Exhibit B – Services to be Provided by Engineer"* of Work Authorization No. 2, Part 1 of the Agreement, Scope of Work, in order to increase the amount of estimated parcels from 105 Parcels to 130 Parcels; and,

WHEREAS, it has become necessary to amend *"Exhibit D – Fee Schedule"* of Work Authorization No. 2, Part 2 of the Agreement, Estimated Cost, to increase the original Work Authorization amount of **$451,665.50** to **$566,679.50;** therefore the **amount of Supplemental No. 1 is $115,014.00.**

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement is** amended as follows:

I. Sections of the **Agreement**, EXHIBIT "B" – SERVICES TO BE PROVIDED BY THE ENGINEER and EXHIBIT "D" – FEE SCHEDULE, are revised to reflect the above listed modifications of this Supplemental.

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 executed as of the ___day of _____, 2011.

THE ENGINEER:
L&G Engineering

BY:_____
Jacinto Garza, P.E., President

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTACHMENTS:
Exhibit A – Services to be provided by County - OMITTED
Exhibit B – Services to be provided by the Engineer
Exhibit C – Revised Work Schedule
Exhibit D – Revised Fee Schedule

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

SURVEYOR shall mean Guzman & Muñoz Engineering and Surveying, Inc.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services Provided by the Engineer" shall include the performance of all engineering services for the following described facility:

County/City: Hidalgo County

Control: 0863-01-047, etc.

Project/Description: Design Surveys, Right-of-Way Mapping for FM 493 South

Length: 6.5 Miles

Highway: FM 493

Limits: US 281 (Military Highway) North 6.65 Miles to Business 83)

Existing Facility

Project Classification

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 For All Tasks)

NOTES

RIGHT-OF-WAY DATA
(Function Code 130)

SCOPE OF WORK ASSOCIATED WITH SUPPLEMENTAL NO. 1 TO WORK AUTHORIZATION NO. 2 FOR 25 ADDITIONAL PARCELS

Services Provided By:
Engineer County

NOTE: No work involving right-of-way (ROW) data is to be performed until the state has given the engineer written approval of the final location of the proposed ROW lines.

YES 1. Ownership Data in a .dgn file
   a. Ownership Information shall be determined (Preliminary Title Data) for a distance of 3/4 miles before and after each existing or proposed overpass.
   b. Compensable utility ownership rights on TxDOT ROW shall be researched and provided.
   c. For each drainage outfall property preliminary ROW identification will be shown.
   d. For each irrigation structure pipe.
   e. Mailing list of owners on both side of the expressway for the project limits.

YES 2. Parcel plats & Right-of-Way Map
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. ROW map and field notes shall be revised as required due to changes in Highway Ownership Changes or Revised Parcel Numbering. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.

YES 3. Utility Adjustments
   a. Highway Design Data shall be furnished by the Engineer to the County and TxDOT for joint coordination with Utility Companies of the needed Utility Adjustments.

YES 4. Field Notes
   a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map (metric and english units)
   b. Control of Access Descriptions for all parcels on Designated Controlled Access Highways.
   c. Computation Sheets for Survey Closure and Area for Each Parcel.
   d. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.

YES 5. Survey and Stake Right-of-Way

YES 6. Records as Required by the County and TxDOT
   a. Records used to establish ownership

Services Provided By:
Engineer County

YES

7. General Guidelines for Preparation of Right-of-Way Maps

a. All procedures involving ROW maps, surveys and field notes shall be in conformance with the State's Right-of-Way, Book I and Book II, except as provided herein and in accordance with the Texas Board of Professional Land Surveying Practices Act.

b. The **engineer** shall be responsible for completing the title sheet as required and formatted by TxDOT and as discussed in Book II of the Right of Way Manual.

c. Preliminary and completed work shall be submitted as requested by the district.

d. The **engineer** shall maintain a direct line of communication and coordinate very closely with the district's design staff, through the district engineer, throughout the project.

e. (1) Minimum mathematical calculations relative to field note data are: (a) area of taking, if expressed in metric, will be carried to three decimal places or, if expressed in square feet, will be rounded to the square foot, (b) distances will be given to the nearest metric units and hundredth of a foot and (c) bearings will be carried to the nearest second. Data contained in the field notes and shown on the map shall be identical. More precise calculations may be requested by TxDOT.

(2) Calls within the body of the field notes shall be written to identify property lines and the existing and proposed ROW lines.

f. Project base line is to be drawn and stationed on the ROW map.

g. Minimum size lettering is to be 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD) on all ROW maps, unless otherwise authorized in writing by TxDOT.

h. As soon as property lines and parent tracts can be determined, the engineer shall submit a preliminary map for review of parcel numbers and guidance early in the development process.

i. Zip-a-tone or similar products shall not be used on map sheets.

j. All field notes and plats shall be signed, dated and sealed by a Registered Professional Land Surveyor or Licensed State Land Surveyor.

k. The ROW map sheets shall be ink or Mylar type tracing film or as otherwise authorized by TxDOT.

l. Field note data for all parcels shall be furnished on diskettes or tapes that are compatible with TxDOT.

m. THE SURVEYOR SHALL BE LIABLE FOR ALL SURVEYING MISTAKES AND SHALL BE RESPONSIBLE AT HIS SOLE EXPENSE FOR CORRECTION OF ALL ERRORS.

n. TxDOT Plan Checklist will be adhered to.

Client: Hidalgo County

EXHIBIT C
WORK SCHEDULE
FM 493 SOUTH
FROM US 281, North to Business 83

TASK AND DESCRIPTION	FIRM	2011							2012													2013			
		JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
Environmental																									
Revisions as per ENV comments	L&G																								
Agency Coordination	TXDOT																								
FHWA Review/Revisons	TXDOT																								
Afford an Opportunity for Public Hearing	TXDOT																								
Fonsi	TXDOT																								
TxDOT Release of ROW	TXDOT																								
ROW Map																									
Complete 90% ROW Map	JES/G&M																								
L&G/TxDOT Review	L&G																								
Submit Final ROW Map	JES/G&M																								
PS&E																									
Turn in 90% Plan Submittal	L&G																								
TxDOT Review Plan Submittal	TXDOT																								
Turn in 100% Mylars	L&G																								
ROW Acquisition For Entire Project																									
Project Administration	L&G																								
Title Commitments	L&G																								
Appraisal Reports	L&G																								
Appraisal Review Reports	L&G																								
Appraisal Update Reports	L&G																								
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Eminent Domain Proceedings by COUNTY	L&G																								
Title Insurance Policies - Negotiations/ED	L&G																								
Consummation of Outstanding Cases	L&G																								
Construction Letting																									
Let Project	TxDOT																								

1:52 PM9/19/2011

EXHIBIT "D"

Supplemental No. 1 to Work Authorization No. 2
FM 493 Right of Way Mapping and Surveys
L & G ENGINEERING

3.1

Task	Project Manager	Engineer	Admin/ Clerical	Total Hours	Direct Labor	Total Cost
	$50.00	$44.00	$17.50			
Project Management of Contract/Progress Reports	80				$4,000.00	$12,400.00
Provide a review of submittals and coordinate revisions	80	125	80		$10,900.00	$33,790.00
Processing of Invoices	24		48		$2,040.00	$6,324.00
Total for L&G Engineering					$16,940.00	$52,514.00
See Exhibit D-1 from Guzman & Muñoz Surveying Additional Design Field Surveys & ROW Map Amendment						$62,500.00
Total for Guzman & Muñoz & Associates						$62,500.00
			TOTAL LABOR			$115,014.00

TOTAL	**$115,014.00**

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.

2020 E. Expressway 83
Mercedes , TX 78570
TEL: (956)565-4637 FAX: (956)565-4636

FM 493 South Project - Hidalgo Co. Pct. #1
GUZMAN-MUNOZ - MANHOUR BREAKDOWN
August 30, 2011

Work Description	Sheets	*Sr. Project Manager*	*Project Manager*	*Sr. Engineer*	*Project Engineer*	*EIT*	*Sr. Eng. / Survey Tech.*	*Eng. / Survey Tech*	*CADD Operator*	*Admin / Clerical*	*Inspector*	*RPLS*	*2 Person Survey*	*3 Person Survey Crew*	*4 Person Survey Crew*	*GPS Crew and Equipment*	TOTAL HRS	% Total per Code
FUNCTION CODE 130		4	3	0	0	0	47	30	80	0	0	50	94.00	0	0	0	308	57.55%
FUNCTION CODE 150		0	0	0	0	0	40	0	62	4	0	43	78	0	0	0	227	42.45%
TOTAL GUZMAN-MUNOZ LABOR HOURS		4	3	0	0	0	87	30	142	4	0	93	172.0000	0	0	0	535	
RATE PER HOUR		$ 137.20	$ 137.20	$ 109.76	$ 96.04	$ 82.32	$ 96.04	$ 82.32	$ 68.60	$ 41.16	$ 54.88	$ 109.76	$ 120.00	$ 130.00	$ 150.00	$ 200.00		
TOTAL GUZMAN-MUNOZ DIRECT LABOR COST		$ 548.80	$ 411.60	$ -	$ -	$ -	$ 8,355.48	$ 2,452.60	$ 9,741.20	$ 164.64	$ -	$10,207.68	$20,640.00	$ -	$ -	$ -		
% of Total Hours by Labor Classification		0.75%	0.56%	0.00%	0.00%	0.00%	16.27%	5.57%	26.55%	0.75%	0.00%	17.39%	32.16%	0.00%	0.00%	0.00%		

N-MUNOZ - TOTAL LABOR COST W/ OH & PROFIT $ 52,522.00

DIRECT EXPENSE COST

Printing and Reproduction	$370.00
Travel	$858.00
Telephone, Fax, & Misc.	$0.00
Photos & Miscellaneous	$8,750.00

TOTAL GUZMAN-MUNOZ DIRECT COSTS $9,978.00

TOTAL PROJECT COST $ 62,500.00

Purchase Order Inquiry - FUINQ01A 12/29/10 10:00 am

PO Number 644483
PO Date 08-18-2010
Requisition No 00180465
Owner AWEBBER
PO Type

Vendor No 280046
Vendor Name L & G CONSULTING ENGINEERS, INC.
Address 2100 W. EXPRESSWAY 83
MERCEDES, TX 78570

PO Total 451,665.50
Payment Total 311,108.58

Detail | Header | Payment Info | Journals

Line No	Ordered	Quantity Received	Canceled	Description	Unit Price	Amount
1	1			WORK AUTHORIZATION # 2 ENGINEERING SERVICES REQUIRED F	451,665.500	451,665.50

C. 08-W.7.12-09

Total 451,665.50

Account Number	Description	Amount	Amount Liq
1-1342-431-00-121-053-0-841	CO2010A&B-PCT1 FM493(US281-BUS83)-AID	451,665.50	311,108.58

AI-28859 **21. C. 1.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to award the best valued proposal from job order contractor, Alpha Building Corp. (awarded JOC through HCDE-Choice Facility Partners) in the amount of $28,823.51 which includes a $5,000.00 Contingency allowance for Repairs & Replacement to Boat Dock & Floating Dock at Anzalduas Park Pct. #3 aka project #2011-164-08-04-OGG.

BACKGROUND

As reviewed and recommended by ERO Architects, project has been cleared by the Army Corp of Engineers to include funding for proposed project in the amount of $94, 171.00 (Fema: 75% $70,628.25 and 25% County Funds in the amount of $23, 542.75).

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1280-452-00-123-987-1-431

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

BUDGETARY IMPACT:

Available funds as of 9/29/11 are $94,171.00.

Attachments

agenda backup

drawings

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/28/2011 04:31 PM
Budget & Management	Merlen P. Munoz	09/29/2011 08:12 AM
Perla Lopez	Perla Lopez	09/29/2011 10:04 AM
Auditor's Office	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Oscar Garza Started On: 09/28/2011 03:43 PM

Final Approval Date: 09/30/2011

ero
architects

August 15, 2011

Oscar Garza, Program Coordinator
Hidalgo County
2812 S. Bus. 281
Edinburg, Texas 78539

Mr. Garza,

ERO Architects supports the Evaluation of the proposals for "Repair & Replacement to Anzaldua Boat Dock & Floating Dock". Furthermore, Alpa Building Corporation has successfully completed previous projects for Hidalgo County. We look forward to working with Hidalgo County and Alpha Building Corporation.

Sincerely,

Eli R. Ochoa, P.E., AIA
President/CEO

ERO International, LLP
austin | mcallen
1209 West 5th Street., Ste. 300, Austin, TX 78703 | ph 512.358.0100 | fax 512.358.0103
300 South 8th Street McAllen, TX 78501 | ph 956.661.0400 | fax 956.661.0401

Alpha Building Corporation

5541 Bear Lane #201
Corpus Christi, TX 78504
361-299-6292 Fax 361-299-6374

Scope of Work Proposal

Delivery Order Work Proposal

For

Hidalgo County
Edinburg, TX

Date: 8-6-11

Location: Mission, TX

Title: Boat Ramp and Dock Improvements
Anzalduas Park
Attn. Mr. Oscar Garza

Dear Oscar,

We are pleased to provide you with our proposal for ***JOC Proposal No. 2011-164-08-04-OGG*** "Repair & Replacement To Anzaldua Boat Dock & Floating Dock" Located on FM 1016 and FM 494, South of Mission TX. Please see accompanying scope of work. We hope that this project will serve to establish a working relationship between Hidalgo County and Alpha.

If you have any questions concerning this proposal or we may be of assistance in any other way please don't hesitate to call on me. We look forward to working with you.

Warmest Regards,

Gus Grajales
956-202-9079

Description of Work

Project Cost:	**$ 23,823.51**
Owner Contingency Allowance:	**$ 5,000.00**
Total Project Cost:	**$ 28,823.51**

Unit price LF treated 2"x6" replacement; **$ 4.00**

Scope of Work:

All work is to be performed per this scope of work and ERO Architects plans and specifications "Boat Ramp and Dock Improvements Anzaldua Park Hidalgo County Pct. 3 Edinburg Texas 100% Construction Documents" Sheets (G1001, AE101, AE102, AE103, AE104, AE105, and AE106) Eli R. Ochoa RA dated 07/29/2011

Staging and Protection:

- Establish with the owner's direction an area for storage of materials and spoils.
- Provide protection to existing construction during all phases.
- Dispose of all construction spoils by dumpster or direct haul off.

Safety:

- Provide for safety of all personnel working in and around water as required by OSHA. May include but not limited to safety boat, flotation jackets, gig poles, throw lines, etc.

Demolition:

- Remove 18'x 67' deck to include sub floor.
- Remove damaged 2"x6"deck boards on boat ramp/boat dock.
- Remove 2"x6" top cap hand rail at boat ramp/boat dock.
- Remove existing 2"x6"/2"x4" side rails. To include back walls at boat dock.
- Remove steel hand rails at boat dock.

Construction:

- Provide and install new 18'x67' sub floor and deck.
- Re-construct handrails at each end of dock.
- Install new 2"x6" deck boards.
- Install new 2"x6"/2"x4" along back wall and below stairs entering dock.
- Replace 3/8 galvanized chain on floating dock walk way.
- Re-fasten and attach loose or uneven boards threw out dock ramp area.

- Sand blast/paint/ and re mount existing hand rails.
- Evaluate boat ramp/boat dock area and fasten loose boards.

Assumption:

Material and labor associated with unforeseen or unexpected conditions are not included with this scope of work and proposal. Any costs associated with unforeseen or unexpected conditions are above and beyond this scope of work and will incur additional cost above and beyond those proposed with this scope of work.

Exclusions:

- *Hazardous material surveys, work, and clearances are not included in this scope of work and are to be completed by others.*
- *Electrical work*
- *Plumbing work*
- *Landscaping*
- *Concrete work*
- *Framing work of any kind not listed above*

Clarifications:

No work on change variances (orders) will be performed without written and documented authorized documentation.

General Assumptions:

- Hazardous material work or clean up is neither expected nor priced in this proposal.
- Special lead time equipment and materials. None expected
- Interface with existing structure: *Yes*
- Possible disruption to building personnel and plans to minimize: Area to be inaccessible to general public during installation time of section.
- Outages: *None*
- Special training/Orientation Requirements: *None*
- Work to be performed during non-normal hours: *None*
- Outage Coordination: *Alpha supt. and Idea designates*
- Schedule Issues: *None*

- Special Issues: *None*
- Special Security Requirements: *Protection of general public*
- Significant Milestones: *None*
- Hazardous Materials: *None*

Quality Assurance Considerations: A pre-final inspection will be held 1 day prior to final completion date. Any items identified will be corrected before request for final inspection.

I. STAFFING PLAN:

A. Project Manager: *Gus Grajales*
B. Superintendent: *TBA*
C. Quality Control Coordinator:
D. Subcontractors:

II. PERMITS: To be provided by General Contractor and Transporter.

A. Demo:
B. Burning: Welding: Cutting:

SUBMITTAL REQUIREMENTS: TBD

III. CONSTRUCTIBILITY & VALUE ENGINEERING SUGGESTIONS:

None

Submitted By:
Gustavo Grajales

Approved By:
_____ *Date*_____

RSMeans
JOCWorks

Final Estimate

Gus Grajales
Alpha Building Corporation
RFP# 10/030JC - HCDE Statewide
Anzalduas Boat Dock 2011-164-08-04-OGG - 01110715

Estimator: Gus Grajales

Anzalduas Boat Dock 2011-164-08-04-OGG

Project Scope: Repair and Replacment to Anzalduas Boat Dock & Floating Dock

Division Summary (MF04)

01 - General Requirements		26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals	$4,712.50	32 - Exterior Improvements	
06 - Wood, Plastics, and Composites	$27,397.00	33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternates	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		**MF04 Bare Total (Without totalling components)**	**$32,109.50**
23 - Heating, Ventilating, and Air-Conditioning (HVAC)			

Totalling Components

RSMeans Subtotal	$32,109.50	CCI Installation Adjustment (McAllen) (6.0000%)	$731.82
RSMeans MCALLEN, TX CCI 2011Q2, 77.50%	$(7,224.64)	JOC Coefficient Standard (-7.0000%)	$(1,793.17)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$10,556.90
Labor:	$12,197.00
Equipment:	$327.50
Other:	$9,028.10
Laborhours:	306.59
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	9	$32,109.50	
Total Non-Priced Items:	0	$0.00	0.00%
	9	$32,109.50	

Grand Total **$23,823.51**

Estimator: Gus Grajales — **Anzalduas Boat Dock 2011-164-08-04-OGG**

	Item	Description	UM	Quantity	Unit Cost	Total	Book
05 - Metals							
1	05-01-10-51-6270	Cleaning of structural metal framing, near white blast (SSPC-SP10), existing coat badly pitted, nodules, 11.3 lb sand per S.F.	S.F.	250.0000	$18.85	$4,712.50	RSM11FAC M, L, E, O&P
		05 - Metals Total				**$4,712.50**	
06 - Wood, Plastics, and Composites							
2	06-05-05-10-2970	Selective demolition wood framing, beams, 2" x 12" Allows for 20% add due to conditions working as dock	L.F.	960.0000	$1.63	$1,564.80	RSM11FAC L, O&P
3	06-05-05-10-3188	Selective demolition wood framing, bracing, let in, 2" x 4", studs 16" O.C. allows 20% working condition	L.F.	4,800.0000	$0.56	$2,688.00	RSM11FAC L, O&P
4	06-05-05-10-3190	Selective demolition wood framing, bracing, let in, 2" x 6", studs 16" O.C. allows 20% working condition	L.F.	600.0000	$0.56	$336.00	RSM11FAC L, O&P
5	06-05-05-10-5400	Selective demolition wood framing, posts, 4" x 4" allows for 20% due to conditions	L.F.	60.0000	$1.12	$67.20	RSM11FAC L, O&P
6	06-11-10-14-0100	Posts and columns, wood, 4" x 4" allows waste and condition	L.F.	100.0000	$4.51	$451.00	RSM11FAC M, L, O&P
7	06-11-10-28-0170	Porch or deck framing, treated lumber, girder, double, 2" x 6" allows waste and conditions	L.F.	4,800.0000	$3.28	$15,744.00	RSM11FAC M, L, O&P
8	06-11-10-28-0200	Porch or deck framing, treated lumber, girder, double, 2" x 12" allows waste and condition	L.F.	960.0000	$6.00	$5,760.00	RSM11FAC M, L, O&P
9	06-11-10-28-0310	Porch or deck framing, treated lumber, joists, 2" x 4" allows waste and condition	L.F.	600.0000	$1.31	$786.00	RSM11FAC M, L, O&P
		06 - Wood, Plastics, and Composites Total				**$27,397.00**	
		Estimate Grand Total				**23,823.51**	

JOC TABULATION SHEET

HIDALGO COUNTY –PRECINCT NO. 3

"REPAIR & REPLACEMENT TO ANZALDUA BOAT DOCK & FLOATING DOCK"

LOCATED ON FM 1016 AND FM 494, SOUTH OF MISSION, TX

"JOC PROPOSAL #-2011-164-08-04-OGG

PROPOSAL DATE EXTENDED TO AUGUST 09, 2011

	Job Order Contractor	e-mail	Total Proposal
1	Herrera & Hunt	KeithF54@aol.com	
2	CAS COMPANIES	rmoses@caslp.com	97,360.84
3	ALPHA BUILDING CORP	ggrajales@alphabuilding.com	28,823.51

SIGN – IN LOG
"HIDALGO COUNTY – PRECINCT NO. 3 "REPAIR & REPLACEMENT TO ANZALDUA BOAT DOCK & FLOATING DOCK"
LOCATED ON FM 1016 AND FM 494, SOUTH OF MISSION, TX
PROJECT NO: #-2011-164-08-04-OGG
TUESDAY August 9, 2011 @ 2:00 PM
JOC PROPOSAL OPENING

NAME	COMPANY	TELEPHONE	E-MAIL ADDRESS
OSCAR GARZA	PURCHASING DEPT.	318-2626	oscarg.garza@co.hidalgo.tx.us
OCTAVIO CANTÚ	ERO ARCHITECTS	661-0400	OCANTÚ@EROARCHITECTS.COM
Fred Lozano	Alpha Builders Co.	202-9079	ggraigler@alphabuilders.com
BILL BOWLIN	CAS	216-8200	RMOSES@CASLP.COM

BOAT RAMP AND DOCK IMPROVEMENTS
ANZALDUAS PARK

HIDALGO COUNTY PRECINCT No.03

EDINBURG, TEXAS

100% CONSTRUCTION DOCUMENTS

JULY 29, 2011

INDEX OF DRAWINGS:

GENERAL

GI001 COVER SHEET

ARCHITECTURAL

AE101 SITE PLAN - PHOTO LOCATIONS
AE102 ENLARGED BOAT DOCK FRAMING & DECKING PLAN
AE103 EXISTING BOAT RAMP FLOOR PLAN
AE104 BOAT DOCK PHOTOS
AE105 BOAT RAMP PHOTOS
AE106 DETAILS

PROJECT TEAM

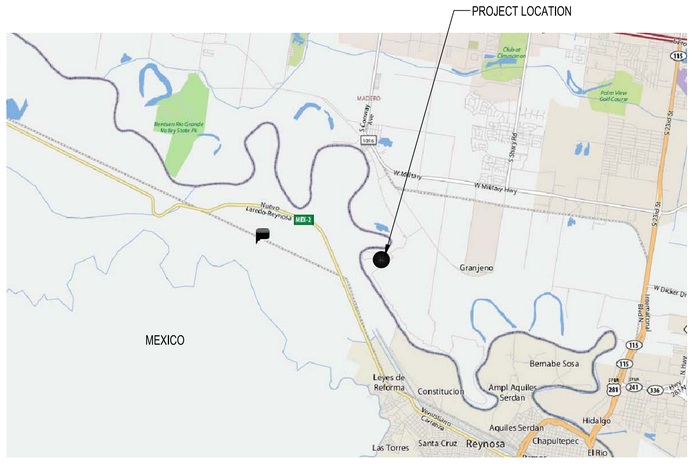
Owner
Hidalgo County
Precinct No.03
Edinburg, Texas
Tel: 956.318.2626 ext.4857

Contact:
Oscar Garza
Email: oscarg.garza@co.hidalgo.tx.us

Architect
ERO Architects
300 S. 8th Street
McAllen, Texas 78501
Tel: 956.661.0400
Fax: 956.661.0401

Eli R. Ochoa, AIA, P.E.
Email: eochoa@eroarchitects.com

AREA MAP:



LOCATION MAP:

SUMMARY OF WORK:
THE SCOPE OF THIS PROJECT INVOLVES THE REMOVAL AND RECONSTRUCTION OF A PORTION OF THE EXISTING ANZALDUAS PARK BOAT DOCK AND MISCELLANEOUS REPAIRS TO THE RAILING AND DECKING OF THERE OF.

GENERAL NOTES:
1. POTENTIAL CONTRACTORS ARE TO FIELD VERIFY EXISTING CONDITIONS, CONTRACTOR SHALL VERIFY EXISTING SITE CONDITIONS, QUANTITIES AND DIMENSIONS OF ALL WORK INDICATED IN THE FIELD PRIOR TO SUBMITTING A PROPOSAL. CONTRACTOR SHALL NOT SCALE DRAWINGS FOR THE SOLE PURPOSE OF COMPLETING PROPOSALS.
2. ALL WOOD UTILIZED ON THE PROJECT IS TO BE PRESSURE TREATED WOLMANIZED.
3. ALL, FASTENERS, SCREWS, BOLTS, NUTS, WASHER, NAILS ETC. SHALL BE HOT DIPPED GALVANIZED MEETING ASTM A 153 OR BETTER.
4. ALL MATERIALS USED ON PROJECT SHALL BE OF SAME , LIKE KIND, SIZE AND QUALITY OF MATERIALS USED ON EXISTING STRUCTURE TO REMAIN.
5. EXISTING AREAS REQUIRING MINOR DEMOLITION OF REPAIR FOR EXECUTIONS OF WORK SHALL BE REPAIRED BY THE CONTRACTOR TO MATCH EXISTING ADJACENT SURROUNDING MATERIALS U.N.O.
6. CONTRACTOR SHALL PROVIDE SHORING OF EXISTING STRUCTURE AS REQUIRED.
7. MATERIALS REMOVED BECAUSE THEIR EXISTING CONDITION DOES NOT ALLOW FOR RE-INSTALLATION SHALL NOT BE REUTILIZED ELSEWHERE UNLESS SPECIFICALLY NOTED AS ALLOWANCE OR PRIOR APPROVAL IS OBTAIN FROM OWNED/ARCHITECT ON A PER CASE BASIS.

NOTES:
ALL OFFERERS ARE STRONGLY ENCOURAGED TO VISIT THE SITE TO ASSERTION EXACT EXISTING CONDITIONS AND COMPONENTS RELATED TO THE EXECUTION OF THE SCOPE OF WORK DESCRIBED HEREIN. NOTIFY ARCHITECT IN WRITING OF ANY DISCREPANCIES.

AFTER AWARD OF CONTRACT, CHANGE ORDER REQUESTS FOR ADDITIONAL MONIES WILL NOT BE APPROVED IF THE ADDITIONAL WORK IN QUESTION COULD HAVE BEEN ANTICIPATED DURING A SITE VISIT BY THE OFFERERS.

ALLOWANCE AMOUNT:
CONTRACTOR TO INCLUDE THE SUM OF $5,000.00 IN THEIR PROPOSAL AS A CONSTRUCTION CONTINGENCY ALLOWANCE, ANY UNUSED PORTION OF THE ALLOWANCE WILL BE RETURNED TO THE OWNER UPON COMPLETION OF THE WORK.

UNIT PRICES :

QTY	ITEM	COST
LF	TREATED 2X6	$_____

(TO BE USED IN THE EVENT ADDITIONAL REPAIRS NOT NOTED ARE NEEDED)

ero architects
300 South 8th Street
McAllen, Texas 78501
956.661.0400
www.eroarchitects.com

REGISTERED ARCHITECT ELI R. OCHOA 18160 STATE OF TEXAS

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ELI R. OCHOA, AIA 18160 DATED 07.29.11

CONSULTANTS

PROJECT NAME: ANZALDUA'S PARK BOAT DOCK & BOAT RAMP REPAIRS
PROJECT LOCATION: PROJECT STREET, PROJECT TOWN
PROJECT OWNER: CLIENT'S NAME, CLIENT'S ADDRESS

MARK	DATE	DESCRIPTION

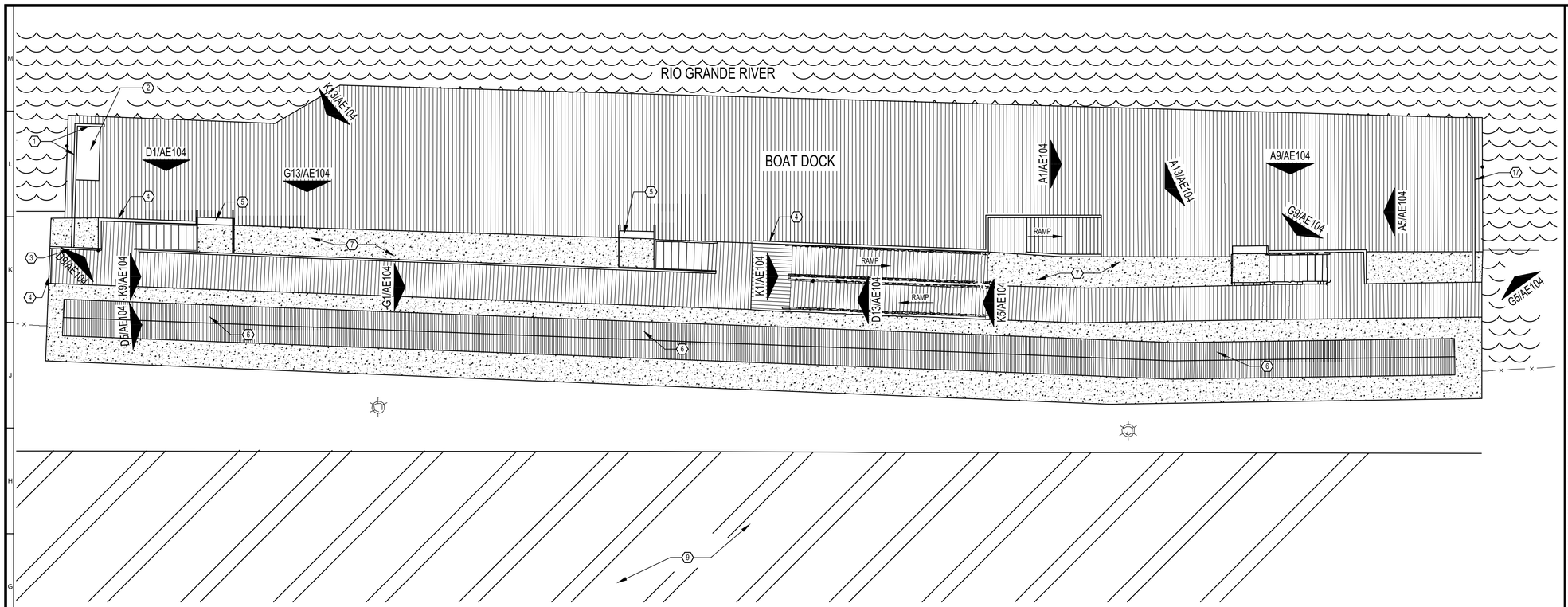
PROJECT NO: 11013
CAD DWG FILE: GI001
DRAWN BY: AGC, TT
CHECKED BY: ERO

SHEET TITLE

COVER SHEET

GI001

P:\11013 Anzalduá's Park Repair of Dock and Boat Ramp for Precinct No. 3\ANZALDUA'S PARK BOAT DOCK & BOAT RAMP REPAIRS\Sheets\GI000 COVER SHEET.dwg Jul 29,2011 - 3:28PM achronis



BOAT DOCK - SITE PLAN PHOTO LOCATIONS

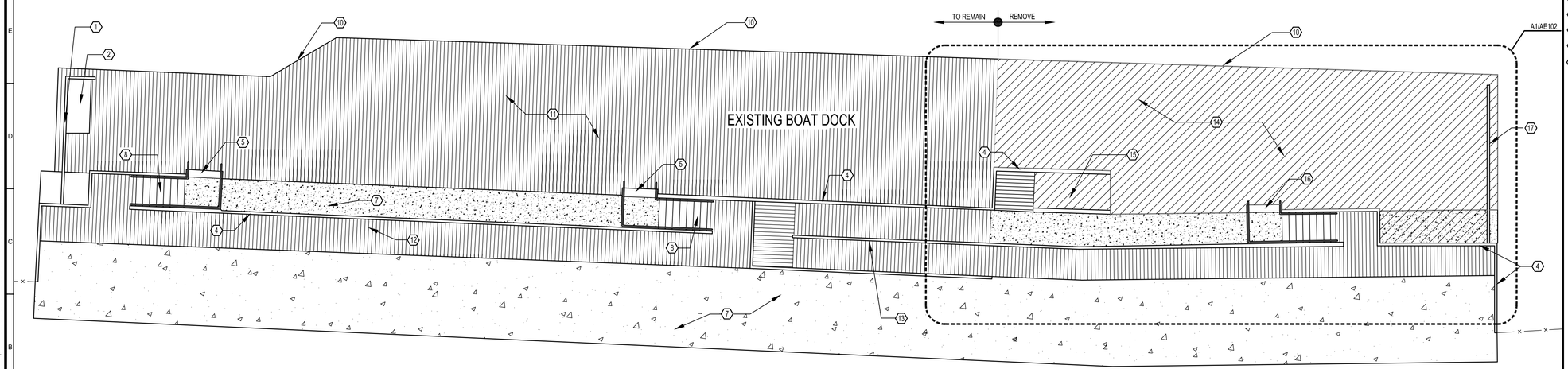
F1

NOT TO SCALE

N

NOTE:
1. REMOVE ALL GALVANIZED STEEL HANDRAILS, NOTE LOCATIONS. SANDBLAST RAILING TO REMOVE ALL PAINT AND RUST, THEN RE-PAINT. (COLOR PROVIDED BY OWNERS). RE-INSTALL IN PREVIOUS LOCATIONS.

2. REPLACE ANY BOWED, TWISTED,OR WARPED 2 X 6 DECK BOARDS, WHICH CANNOT BE RE-FASTENED FLUSH WITH ADJACENT SURFACES. FIELD VERIFY QUANTITY



BOAT DOCK - DECKING PLAN

A1

SCALE: 1/8" = 1'-0"

N

NOTE:
1. REMOVE ALL GALVANIZED STEEL HANDRAILS, NOTE LOCATIONS. SANDBLAST RAILING TO REMOVE ALL PAINT AND RUST, THEN RE-PAINT. (COLOR PROVIDED BY OWNERS). RE-INSTALL IN PREVIOUS LOCATIONS.

2. REPLACE ANY BOWED, TWISTED,OR WARPED 2 X 6 DECK BOARDS, WHICH CANNOT BE RE-FASTENED FLUSH WITH ADJACENT SURFACES. FIELD VERIFY QUANTITY

KEYNOTES:

1. EXISTING WOOD RAILING TO BE REMOVED AND REBUILT, REFER TO DETAIL G1/AE106
2. EXISTING FISH CLEANING STATION TO REMAIN
3. EXISTING WOOD RAILING WITH CHAIN LINK FENCING TO REMAIN
4. EXISTING WOOD RAILING TO REMAIN
5. EXISTING WOOD STEP TO REMAIN
6. EXISTING CANOPY COVER
7. EXISTING CONCRETE
8. EXISTING WOOD STAIR TO REMAIN
9. EXISTING ASPHALT PAVING
10. EXISTING BOAT BUMPER REFER TO K3/AE104
11. EXISTING WOOD DECKING BOARDS TO REMAIN
12. EXISTING WOOD DECKING BOARD, REFER TO D5 AND K9/AE104
13. EXISTING TOP WOOD RAIL, REFER TO K5 AND D13/AE104
14. REMOVE EXISTING WOOD DECKING BOARDS AND SUB-FRAMING
15. REMOVE LOWER RAMP TO FACILITATE THE RE-INSTALLTION OF BOAT DOCK DECK AND STRUCTURE. RE-INSTALL AFTER REPAIRS TO DECK ARE COMPLETE
16. EXISTING WOOD STEP TO BE REMOVED AND REPLACED WHEN DECK WORK IS COMPLETE
17. NEW TREATED WOOD RAILING TO MATCH EXISTING, REFER TO DETAIL G1/AE106
18. NEW TREATED TOE BOARD, MATCH EXISTING
19. NEW BUMPER, MATCH EXISTING
20. EXISTING WOOD DECKING BOARD REFER TO D5 AND K9/AE104
21. REPLACE WITH NEW 4X4 TREATED WOOD POST
22. EXISTING POST
23. NEW TREATED 2X12
24. NEW TREATED (2) 2X12
25. EXISTING CHAIN LINK FENCE TO REMAIN
26. EXISTING CONCRETE SLOPING WALL
27. EXISTING 6'x20' FLOATING PIER
28. RE-HANG WARNING SIGN. COORDINATE EXACT LOCATION WITH OWNER.
29. REMOVE CORNER RAILING POST AND REPLACE WITH NEW 4X4 TREATED POST
30. EXISTING CONCRETE SIDEWALK
31. EXISTING CONCRETE CURB
32. EXISTING CONCRETE WALK
33. REPLACE EXISTING BROKEN CHAIN LINK AND EYELETS REFER TO D9/AE103
34. EXISTING LANDSCAPE
35. WATER
36. REMOVE TOP WOOD RAIL AND REPLACE WITH NEW TREATED 2x'S
37. RE-FASTEN RAISED DECK BOARD. MAKE FLUSH WITH ADJACENT EXISTING CONCRETE WALK. REPLACE IF NECESSARY- FIELD VERIFY QUANTITY
38. REMOVE ALL SAND FROM EXISTING CONCRETE STAIRS
39. REMOVE & REPLACE 2X'S
40. REMOVE EXISTING BOARDS & SUB-FRAMING, REFER TO PLANS FOR EXTENTS
41. NOT USED
42. REMOVE ALL GALVANIZED STEEL RAILS, NOTE LOCATIONS. SANDBLAST RAILING TO REMOVE ALL PAINT & RUST, THEN RE-PAINT. (COLOR PROVIDED BY OWNER) RE-INSTALL IN PREVIOUS LOCATIONS
43. REMOVE ALL DEBRIS FROM EXISTING CONCRETE STAIRS
44. PAINT WITH YELLOW & BLACK DIAGONAL STRIPES, REFER TO DETAIL A13/AE103
45. REMOVE DEBRIS FROM BELOW RAMP
46. TIGHTEN ALL RAILING FASTENERS AND REPLACE ANY SPLIT OR DAMAGED POST
47. RE-FASTEN/RE-NAIL ANY RAISED/WARPED DECK BOARDS AND FASCIA BOARDS.
48. RE-ATTACH BOAT BUMPER , REPLACE IF NEEDED-FIELD VERIFY FASTENER TYPE AND QUANTITY

ero architects
300 South 8th Street
McAllen, Texas 78501
956.661.0400
www.eroarchitects.com

REGISTERED ARCHITECT ELI R. OCHOA 18160 STATE OF TEXAS

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ELI R. OCHOA, AIA 18160 DATED 07.29.11

CONSULTANTS

PROJECT NAME: ANZALDUA'S PARK BOAT DOCK & BOAT RAMP REPAIRS
PROJECT LOCATION: PROJECT STREET, PROJECT TOWN
PROJECT OWNER: CLIENT'S NAME, CLIENT'S ADDRESS

MARK	DATE	DESCRIPTION

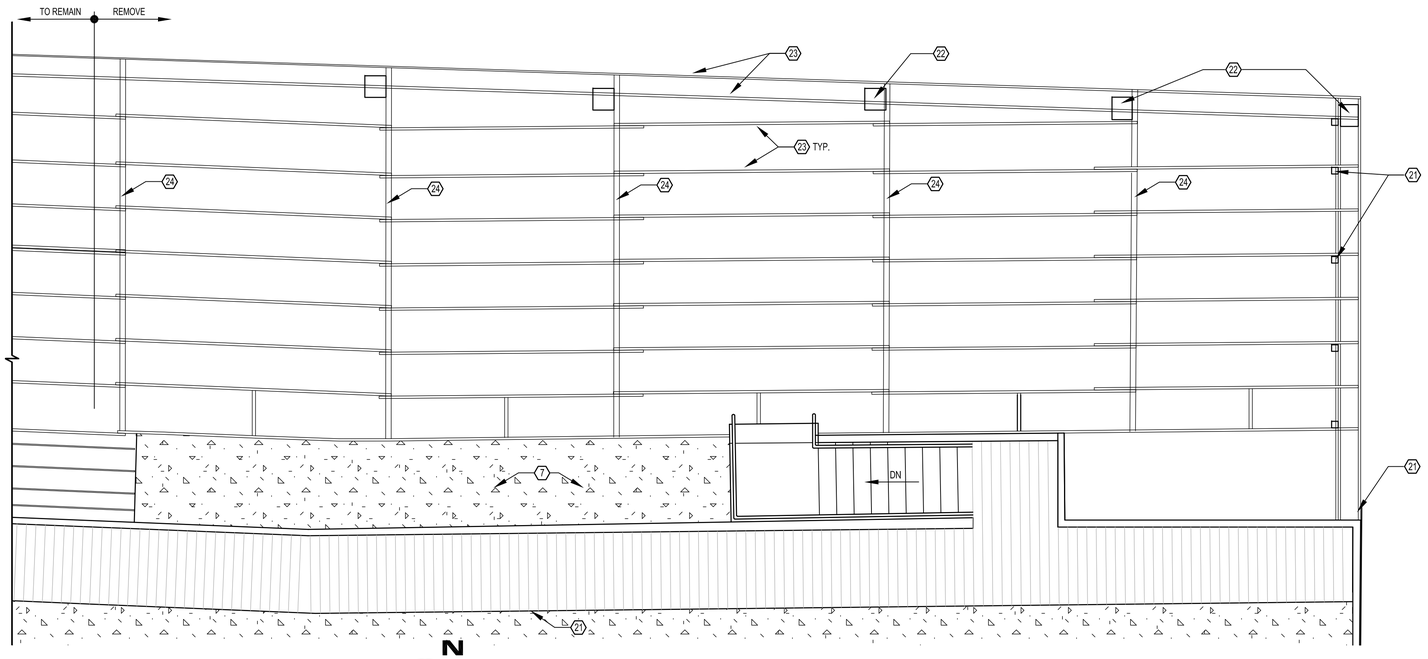
PROJECT NO.	11013
CAD DWG FILE:	AE101
DRAWN BY:	AGC, TT
CHECKED BY:	ERO

SHEET TITLE

SITE PLAN - PHOTO LOCATIONS

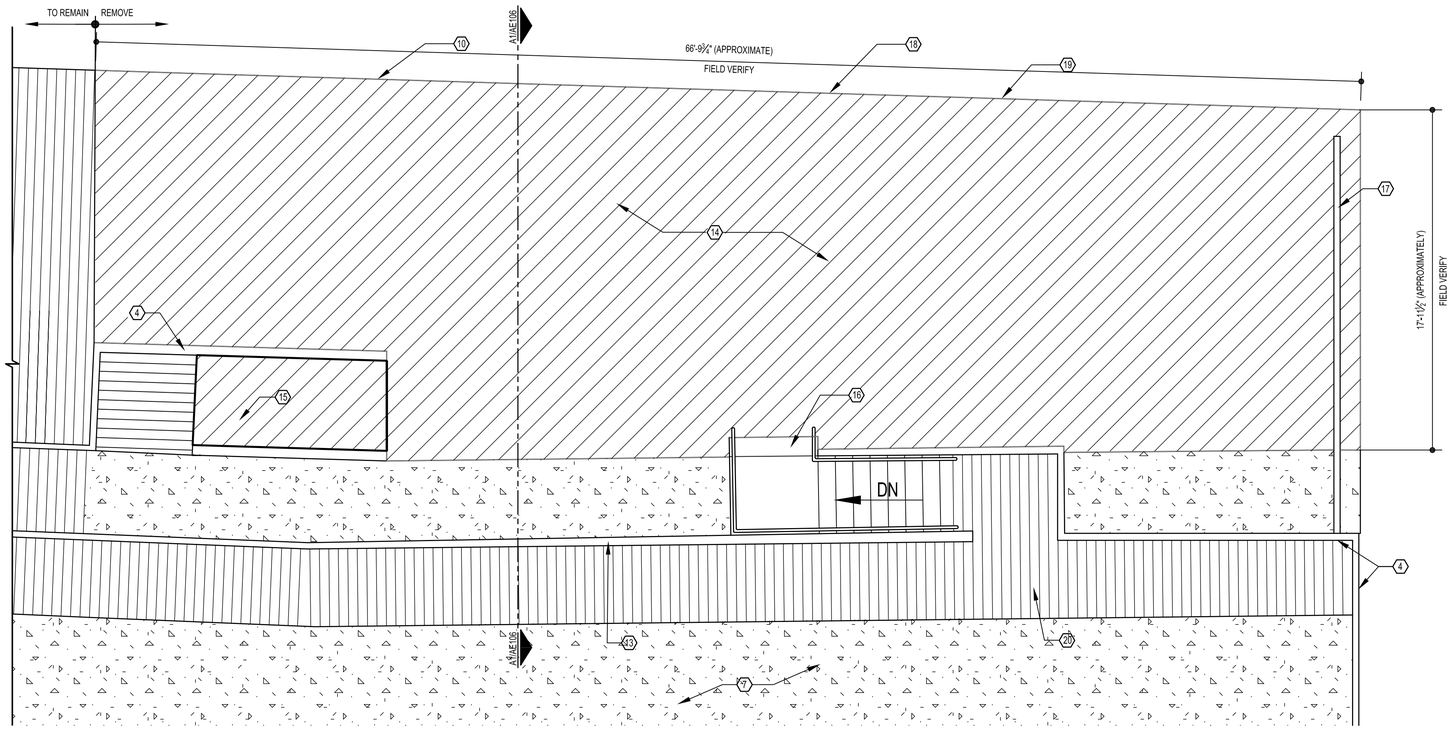
AE101

P:\11013 Anzaldua's Park Repair of Dock and Boat Ramp for Precinct No. 3\ANZALDUA'S PARK BOAT DOCK & BOAT RAMP REPAIRS\Sheets\AE101 SITE PLAN - PHOTO LOCATIONS.dwg, Jul 29, 2011 - 3:30PM, achronis



G1 BOAT DOCK - FRAMING PLAN

SCALE: ¼" = 1'-0"



A1 BOAT DOCK - DECKING PLAN

SCALE: ¼" = 1'-0"

NOTE:
1. REMOVE ALL GALVANIZED STEEL HANDRAILS, NOTE LOCATIONS. SANDBLAST RAILING TO REMOVE ALL PAINT AND RUST, THEN RE-PAINT. (COLOR PROVIDED BY OWNERS). RE-INSTALL IN PREVIOUS LOCATIONS.

2. REPLACE ANY BOWED, TWISTED,OR WARPED 2 X 6 DECK BOARDS, WHICH CANNOT BE RE-FASTENED FLUSH WITH ADJACENT SURFACES.

KEYNOTES:

1. EXISTING WOOD RAILING TO BE REMOVED AND REBUILT, REFER TO DETAIL G1/AE106
2. EXISTING FISH CLEANING STATION TO REMAIN
3. EXISTING WOOD RAILING WITH CHAIN LINK FENCING TO REMAIN
4. EXISTING WOOD RAILING TO REMAIN
5. EXISTING WOOD STEP TO REMAIN
6. EXISTING CANOPY COVER
7. EXISTING CONCRETE
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10. EXISTING BOAT BUMPER REFER TO K3/AE104
11. EXISTING WOOD DECKING BOARDS TO REMAIN
12. EXISTING WOOD DECKING BOARD, REFER TO D5 AND K9/AE104
13. EXISTING TOP WOOD RAIL, REFER TO K5 AND D13/AE104
14. REMOVE EXISTING WOOD DECKING BOARDS AND SUB-FRAMING
15. REMOVE LOWER RAMP TO FACILITATE THE RE-INSTALLTION OF BOAT DOCK DECK AND STRUCTURE. RE-INSTALL AFTER REPAIRS TO DECK ARE COMPLETE
16. EXISTING WOOD STEP TO BE REMOVED AND REPLACED WHEN DECK WORK IS COMPLETE
17. NEW TREATED WOOD RAILING TO MATCH EXISTING, REFER TO DETAIL G1/AE106
18. NEW TREATED TOE BOARD, MATCH EXISTING
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REGISTERED ARCHITECT ELI R. OCHOA 18160 STATE OF TEXAS

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ELI R. OCHOA, AIA 18160 DATED 07.29.11

CONSULTANTS

PROJECT NAME: ANZALDUA'S PARK BOAT DOCK & BOAT RAMP REPAIRS
PROJECT LOCATION: PROJECT STREET, PROJECT TOWN
PROJECT OWNER: CLIENT'S NAME, CLIENT'S ADDRESS

MARK	DATE	DESCRIPTION
-	-	-

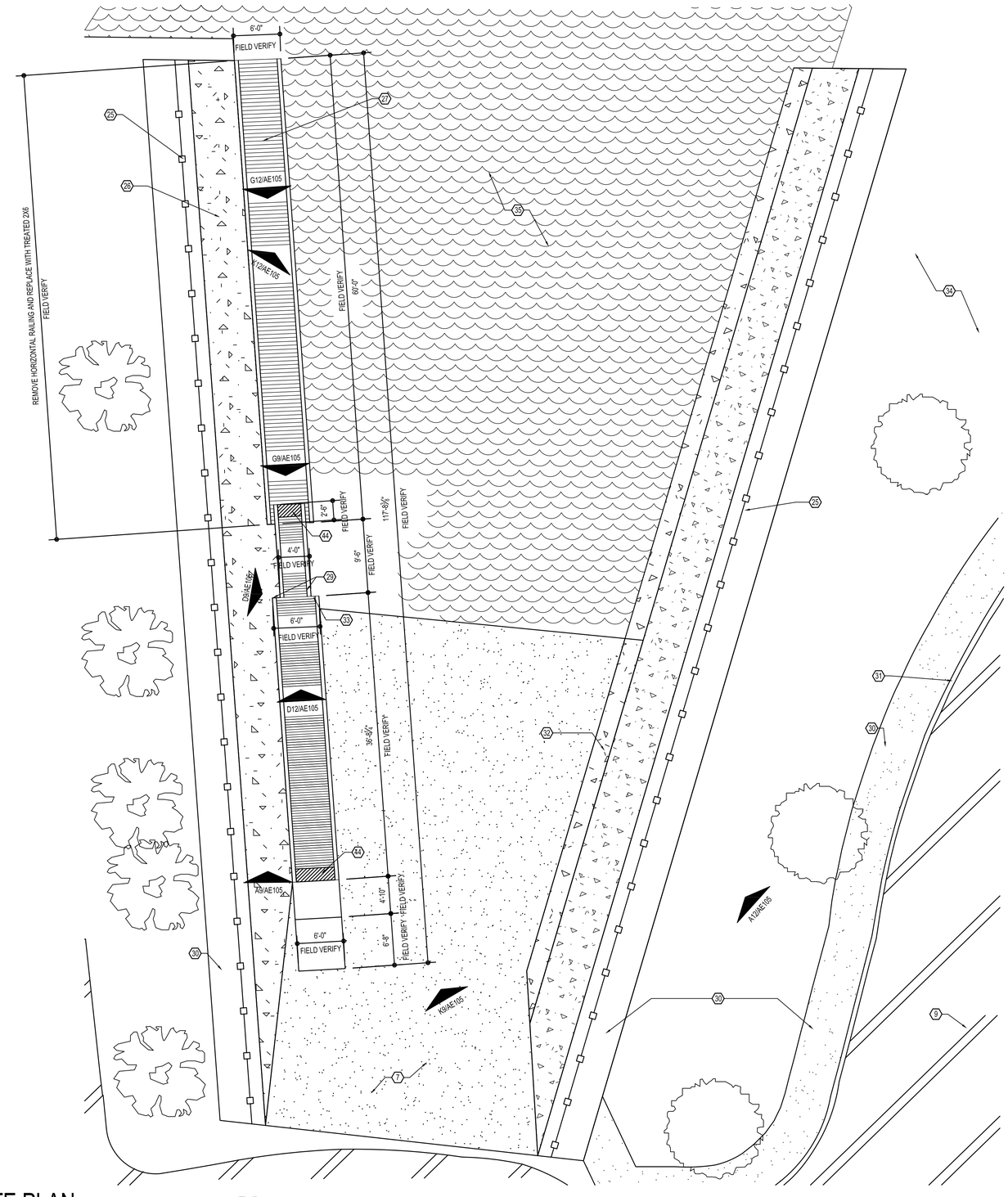
PROJECT NO:	11013
CAD DWG FILE:	AE102
DRAWN BY:	AGC, TT
CHECKED BY:	ERO

SHEET TITLE

ENLARGED BOAT DOCK FRAMING & DECKING PLAN

AE102

P:\11013 Anzalduá's Park Repair of Dock and Boat Ramp for Precinct No. 3\ANZALDUA'S PARK BOAT DOCK & BOAT RAMP REPAIRS\Sheets\AE102 ENLARGED BOAT DOCK FRAMING & DECKING PLAN.dwg Jul 29,2011 - 3:35PM adrionis



BOAT RAMP - SITE PLAN
PHOTO LOCATIONS

A1 SCALE: 1/8" = 1'-0"

N

KEYNOTES:

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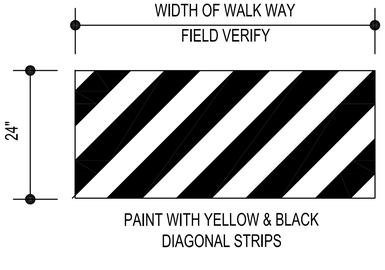

PAINT WITH YELLOW & BLACK DIAGONAL STRIPS

A13 DETAIL
SCALE: NTS

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REGISTERED ARCHITECT ELI R. OCHOA 18160 STATE OF TEXAS

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ELI R. OCHOA, AIA 18160 DATED 07.29.11

CONSULTANTS

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PROJECT LOCATION: PROJECT STREET, PROJECT TOWN
PROJECT OWNER: CLIENT'S NAME, CLIENT'S ADDRESS

MARK	DATE	DESCRIPTION
-	-	-

PROJECT NO:	11013
CAD DWG FILE:	AE103
DRAWN BY:	AGC, TT
CHECKED BY:	ERO

SHEET TITLE

EXISTING BOAT RAMP FLOOR PLAN

AE103

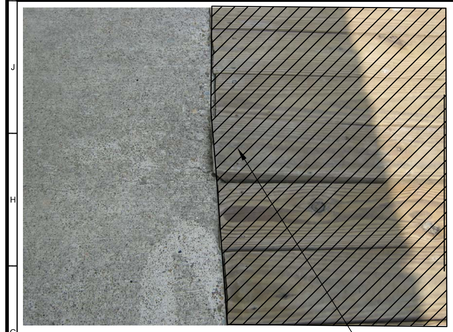
P:\11013 Anzaldua's Park Repair of Dock and Boat Ramp for Precinct No. 3\ANZALDUA'S PARK BOAT DOCK & BOAT RAMP REPAIRS\Sheets\AE103 EXISTING BOAT RAMP FLOOR PLAN.dwg, Jul 29,2011 - 3:37PM, acmorris

K1 BOAT DOCK PHOTOS
NOT TO SCALE

K4 BOAT DOCK PHOTOS
NOT TO SCALE

K7 BOAT DOCK PHOTOS
NOT TO SCALE

K10 BOAT DOCK PHOTOS
NOT TO SCALE



G1 BOAT DOCK PHOTOS
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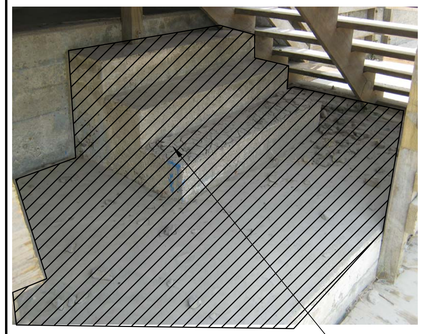
G4 BOAT DOCK PHOTOS
NOT TO SCALE



G7 BOAT DOCK PHOTOS
NOT TO SCALE

G10 BOAT DOCK PHOTOS
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D1 BOAT DOCK PHOTOS
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D4 BOAT DOCK PHOTOS
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D7 BOAT DOCK PHOTOS
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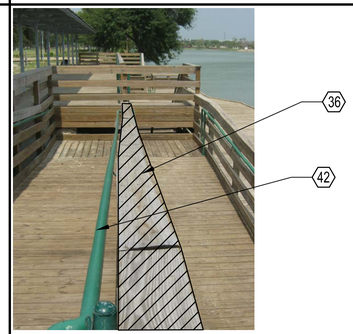

D10 BOAT DOCK PHOTOS
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A1 BOAT DOCK PHOTOS
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A4 BOAT DOCK PHOTOS
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REGISTERED ARCHITECT ELI R. OCHOA 18160 STATE OF TEXAS

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ELI R. OCHOA, AIA 18160 DATED 07.29.11

CONSULTANTS

PROJECT NAME: ANZALDUA'S PARK BOAT DOCK & BOAT RAMP REPAIRS
PROJECT LOCATION: PROJECT STREET, PROJECT TOWN
PROJECT OWNER: HIDALGO COUNTY PRECINCT No.03, CLIENT'S ADDRESS

MARK	DATE	DESCRIPTION
-	-	-

PROJECT NO:	11013
CAD DWG FILE:	AE104
DRAWN BY:	AGC, TT
CHECKED BY:	ERO

SHEET TITLE
BOAT DOCK PHOTOS

AE104

P:\11013 Anzaldua's Park Repair of Dock and Boat Ramp for Precinct No. 3\ANZALDUA'S PARK BOAT DOCK & BOAT RAMP REPAIRS\Sheets\AE104 PHOTOS.dwg Jul 29,2011 - 4:03PM achronis

K1 BOAT RAMP PHOTOS
NOT TO SCALE

K5 BOAT RAMP PHOTOS
NOT TO SCALE

K9 BOAT RAMP PHOTOS
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G1 BOAT RAMP PHOTOS
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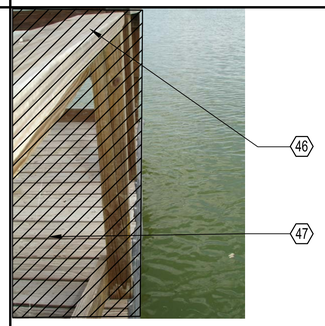

A9 BOAT RAMP PHOTOS
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PROJECT LOCATION: PROJECT STREET, PROJECT TOWN
PROJECT OWNER: CLIENT'S NAME, CLIENT'S ADDRESS

MARK	DATE	DESCRIPTION

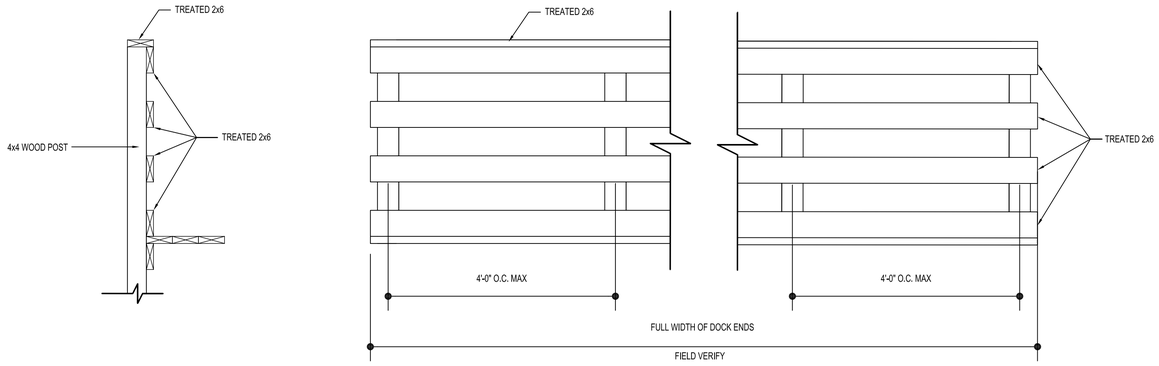
PROJECT NO:	11013
CAD DWG FILE:	AE105
DRAWN BY:	AGC, TT
CHECKED BY:	ERO

SHEET TITLE

BOAT RAMP PHOTOS

AE105

P:\11013 Anzaldua's Park Repair of Dock and Boat Ramp for Precinct No. 3\ANZALDUA'S PARK BOAT DOCK & BOAT RAMP REPAIRS\Sheets\AE105 BOAT RAMP PHOTOS.dwg Jul 29,2011 - 4:04PM adhorvis

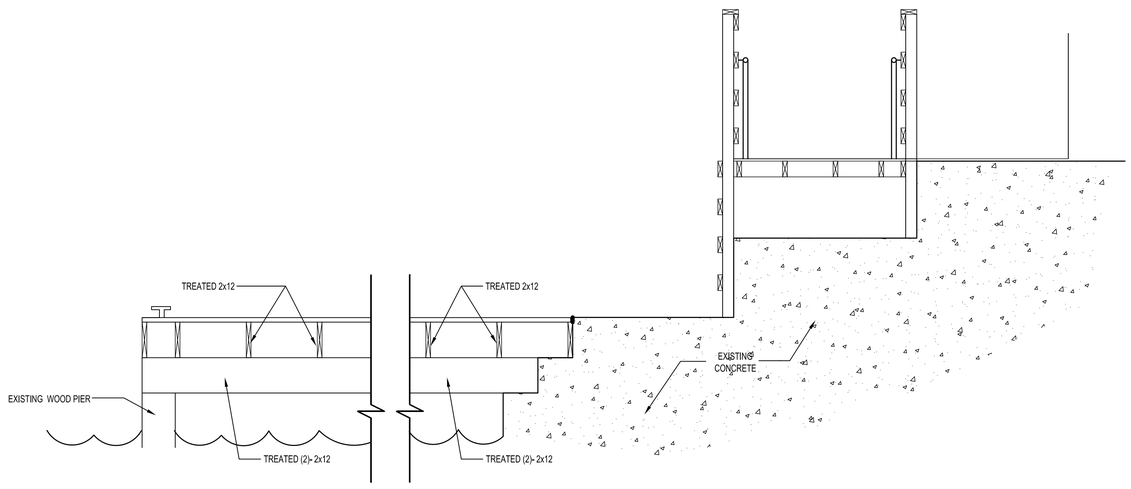


A

ELEVATION

G1 RAIL DETAIL

SCALE: ¾" = 1'-0"



A1 BOAT DOCK SECTION

SCALE: ½" = 1'-0"

SECTION 061000

ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Exposed timber structural framing.
B. Preservative treated wood materials.
C. Miscellaneous framing and sheathing.

1.02 REFERENCE STANDARDS

A. AWPA P5 - Waterborne Preservatives.
B. AWPA E13 - Standard Method of Testing to Determine Water Repellents in Pressure Treated Lumber
C. AWPA M4 - Care of Preservative - Treated Wood Products
D. AWPA U1 - Use Category System: User Specification for Treated Wood; American Wood Protection Association; 2010.
E. PS 1 - Structural Plywood; 2007.
F. PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce); 2005.

1.03 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide technical data on wood preservative materials and application instructions.
C. Samples: For rough carpentry members that will be exposed to view, submit two samples, ___x___ inch in size illustrating wood grain, color, and general appearance.

1.04 QUALITY ASSURANCE

A. Lumber: Comply with PS 20 and approved grading rules and inspection agencies.

1.05 DELIVERY, STORAGE, AND HANDLING

A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
   1. Species: Southern Pine, unless otherwise indicated.
B. Lumber fabricated from old growth timber is not permitted.

2.02 EXPOSED DIMENSION LUMBER

A. Sizes: Nominal sizes as indicated on drawings, S4S.
B. Moisture Content: S-dry or MC19.

2.03 TIMBERS

A. Sizes: Nominal sizes as indicated on drawings, S4S.
B. Moisture Content: S-dry (23 percent maximum).
C. Beams and Posts 5 inches and over in thickness:
   1. Grade: Select Structural.

2.04 EXPOSED BOARDS

A. Submit manufacturer's certificate that products meet or exceed specified requirements, in lieu of grade stamping.
B. Moisture Content: Kiln-dry (15 percent maximum).
C. Surfacing: S4S.
D. Species: Douglas Fir.
E. Grade: No. 2, 2 Common, or Construction.

2.05 ACCESSORIES

A. Fasteners and Anchors:
   1. Metal and Finish: Hot-dipped galvanized steel per ASTM A 153/A 153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
B. Die-Stamped Connectors: Hot dipped galvanized steel, sized to suit framing conditions.
C. Joist Hangers: Hot dipped galvanized steel, sized to suit framing conditions.

2.06FACTORY WOOD TREATMENT

C. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
   1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
D. Preservative Treatment:
   1. Manufacturers:
      a. Arch Wood Protection, Inc; Product ___: www.wolmanizedwood.com.
      b. Osmose, Inc: www.osmose.com.
E. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A using waterborne preservative to 0.25 lb/cu ft retention.
   1. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
      a. Treat lumber exposed to weather.
   2. Treat lumber less than 18 inches above grade.

PART 3 EXECUTION

3.01 PREPARATION

A. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

A. Select material sizes to minimize waste.
B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

3.03 FRAMING INSTALLATION

A. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.
B. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.
C. Install structural members full length without splices unless otherwise specifically detailed.
D. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes and AFPA Wood Frame Construction Manual.

3.04 BLOCKING, NAILERS, AND SUPPORTS

A. Specifically, provide the following non-structural framing and blocking:
   1. Handrails.
   2. Grab bars.

3.05 CLEANING

A. Waste Disposal: Comply with the requirements of Section 017419.
   1. Comply with applicable regulations.
   2. Do not burn scrap on project site.
   3. Do not burn scraps that have been pressure treated.
   4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

ero architects
300 South 8th Street
McAllen, Texas 78501
956.661.0400
www.eroarchitects.com

REGISTERED ARCHITECT ELI R. OCHOA 18160 STATE OF TEXAS

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ELI R. OCHOA, AIA 18160 DATED 07.29.11

CONSULTANTS

PROJECT NAME: ANZALDUA'S PARK BOAT DOCK & BOAT RAMP REPAIRS
PROJECT LOCATION: PROJECT STREET, PROJECT TOWN
PROJECT OWNER: CLIENT'S NAME, CLIENT'S ADDRESS

MARK	DATE	DESCRIPTION

PROJECT NO: 11013
CAD DWG FILE: AE106
DRAWN BY: LA
CHECKED BY: ERO

SHEET TITLE: DETAILS

AE106

P:\11013 Anzalduа's Park Repair of Dock and Boat Ramp for Precinct No. 3\ANZALDUA'S PARK BOAT DOCK & BOAT RAMP REPAIRS\Sheets\AE106 SECTION.dwg, Jul 29, 2011 - 4:10PM, achtonis

AI-28878 **21. C. 2.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of the following in connection with the, "Drainage Improvements to 2 Mile Line Dry Bore Method to Abram Rd Canal Crossing," in Precinct No. 3 and as submitted by awarded contractor Valley Boring Service, LLC:

a. Certificate of Construction Completion from Valley Boring Service, LLC, reflecting the date of September 14, 2011;

b. Approval of Request for Final Payment in the amount of $73,160.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1339-431-00-123-092-0-733

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

BUDGETARY IMPACT:

Available funds in P.O. #662874 as of 9/29/11 are $73,160.00.

Attachments

Certificate of Completion

Final Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/29/2011 11:04 AM
Budget & Management	Merlen P. Munoz	09/29/2011 11:05 AM
Perla Lopez	Perla Lopez	09/29/2011 11:23 AM
Auditor's Office	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Rocio Villarreal Started On: 09/28/2011 05:25 PM

Final Approval Date: 09/30/2011

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 14th DAY OF SEPTEMBER , 2011 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: July 19, 2011
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Valley Boring Service, LLC
OF THE CITY OF Edinburg STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Drainage Improvements to 2 Mile Line Dry Bore Method to Abram Road Canal Crossing.

CONTRACT NO: C-11-174-08-16
Located in or near the City/Precinct Of Hidalgo County Precinct No. 3

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$73,160.00
Present Amount of Contract	$73,160.00
Total Amount of earned to Date	$73,160.00
Less: previous payments	$ 0.00
Balance	$73,160.00
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$73,160.00

Exhibit E-L

6. That the final payment in the amount of Seventy-Three Thousand One Hundred Sixty Dollars and No Cents ($73,160.00) is now due and payable.

Javier Hinojosa Engineering
By: Javier Hinojosa, P.E.

CONCURRED BY:

Valley Boring Service, LLC

By: C.W. Downing

Title: Owner

CONCURRED BY:

Hidalgo County Judge

By: Ramon Garcia

Title: County Judge

VALLEY BORING SERVICE. LTD.

5130 S. Hwy. 281
Edinburg, Texas 78539

Office: (956) 787-0080
Fax: (956) 787-6510

SIGN: _____
REQ# 20032
PO# 662874

SEPT. 14, 2011

HIDALGO COUNTY PURCHASING DEPT.
2802 S. BUS. HWY 281
EDINBURG, TX. 78539

ATTN: MARTHA L. SALAZAR,CPPB, PURCHASING AGENT.
RE: P.O. # 662874

FINAL INVOICE

HIDALGO COUNTY PRECINCT NO.3 BID NO. 2010-174-07-06-0GG
DRAINAGE IMPROVEMENTS TO 2 MILE LINE DRY BORE METHOD TO ABRAM RD CANAL CROSSING.
C-11-174-08-16
1 LOT CC 36" DRY BORE UNDER H.C.I.D. NO.6 CANAL
FOR DRAINAGE IMPROVEMENTS TO 2 MILE LINE ABRAM RD.

	DESCRIPTION	QUANITY	UNIT PRICE	TOTAL
1.	36" BORE W/ STEEL CASING	80 L.F.	$ 690.00	$ 55,200.00
2.	TRENCH PROTECTION	80 L.F.	$ 62.00	$ 4,960.00
3.	TRAFFIC CONTROL	LUMP SUM	$ 3,000.00	$ 3,000.00
4.	HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 PERMIT FEE	STATED AMT.	$ 10,000.00	$ 10,000.00

TOTAL: $ 73,160.00

THANKS

APPROVED
By: _____
JAVIER HINOJOSA ENGINEERING
Date: 9/19/11

INVOICE RECEIVED BY
_____ ON 9/20/11
GOODS/SERVICES RECEIVED BY
_____ ON 9/14/11

1-1339-431-00-123-092-0-135

AI-28686 **21. D. 1.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Martha L. Salazar **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: "Lease of Office Space-City of McAllen"-Hidalgo WIC Program- through project No.: 2011-212-08-31-SGS.

BACKGROUND

1. Contract will commence on November 02, 2011.
2. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1292-441-00-350-001-2-441

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

BUDGETARY IMPACT:

2012 grant funds will be used for this contract. Amount appropriated for 2012 is $327,300.00.

Attachments

Packet to award

contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/28/2011 04:20 PM
Budget & Management	Merlen P. Munoz	09/29/2011 08:05 AM
Auditor's Office	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Sandy Suarez Started On: 09/20/2011 02:40 PM

Final Approval Date: 09/30/2011

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Norma Longoria, Director
Hidalgo County WIC Program

ATTN: Margarita Gonzalez
Administrative Assistant

FROM: Sandy Suarez Buyer II (sgs)
Hidalgo County Purchasing Department

DATE: September 02, 2011

RE: **Memo of Concurrence/Recommendation**
Bid No. 2011-212-08-31-SGS
HIDALGO COUNTY WIC PROGRAM-"LEASE OFFICE SPACE - CITY OF MCALLEN"

Attached you will find copies of one (1) bid responses received for the above referenced project. Please review. We will need to present this on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please acknowledge by signing below, of your Concurrence/Recommendation to award to the ~~low~~ Sole bidder meeting all specifications/requirements and return to the Purchasing Dept. via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Thursday, September 08, 2011 @ 10:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, September 20, 2011.

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860.

COMMENTS/CONCERNS: A.J. Martinez L.P.

BUDGET ACCOUNT #: 1.1292.441.00.350.001.1.441

Norma Longoria Norma Longoria WIC 9/7/11

Authorized Signature --Printed Name Department Date

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM	
BID OPENING DATE: AUGUST 31, 2011	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: LEASE OFFICE SPACE-CITY OF McALLEN	
BID NO: 2011-212-08-31-SGS	**BUYER: SANDY SUAREZ**

	SOLE BIDDER NAME / LOCATION	UNIT PRICE		TOTAL MONTHLY PRICE
#1	A & J MARTINEZ, LP 3001 N. 23Rd Ste 8 McAllen, TX. 78501	Price Per Sq. Foot Total Square ft: 2546	$ 1.10	**Monthly Charge $ 2,800.60**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: AUGUST 31, 2011 **BID OPENING TIME:** 9:30 A.M.
DEPARTMENT/BID DESCRIPTION "HIDALGO COUNTY WIC PROGRAM-LEASE OFFICE SPACE-CITY OF McALLEN" BID NO.:2011-212-08-31-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. A & J Martinez Attn: Agustin Martinez Contact person: Mari	E-mail	Sandy Suarez	08/15/11	5111 North McColl Rd. McAllen, TX. 78504 P#380-3441(Woman's Health Clinic) F# 380-3715 C#821-5840 marimb@wcstrgv.com
2 Trendsetter Realty Attn: Francine Garcia	E-mail	Sandy Suarez	08/15/11	324 Nolana McAllen, TX. 78501 P#687-2222 secretary@trendsettersre.com
3. First American Realty Co. Attn: Charles Marina	E-mail	Sandy Suarez	08/15/11	3827 N, 10th Ste. 105 McAllen, TX, 78503 P# 956-682-3000 cm@firstamrlty.com
4. Cardenas Commercial Properties Attn: Mr. Cardenas	E-mail	Sandy Suarez	08/15/11	7600 N. 10th Str McAllen, TX. 78503 P# 631-2201 cccardenas@sbcglobal.net
5. Remax In the Valley Attn: EJ or Annie	E-mail	Sandy Suarez	08/15/11	5017 S. McColl Rd. P#687-5449 F#866-324-9737 ej@yallcome2tx.com c/c annie@yallcome2tx.com

IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAILOUT (BLM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
COMPARISON SHEET

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM	
BID OPENING DATE: AUGUST 31, 2011	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: LEASE OFFICE SPACE-CITY OF McALLEN	
BID NO: 2011-212-08-31-SGS	**BUYER: SANDY SUAREZ**

CURRENT CONTRACT HOLDER		**PROPOSED VENDOR**		**DIFFERENCE**	
A & J Martinez		**A & J Martinez**			
Price Per Square Ft	$1.10	Price Per Square Ft	$ 1.10	Price Per Square Ft	**$ 0.00**
Monthly Lease amt.	$2,800.60	Monthly Lease amt.	2,800.60	Monthly Lease amt.	**$ 0.00**
Total Sq. Ft. of Building: 2546 sq. ft.		Total Sq. Ft. of Proposed Building: 2546 sq ft		**NONE**	

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-11-212-10-04

THIS LEASE is made and entered into by and between A & J Martinez, LP, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A " attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." And in accordance with specification on the Request for Bid (RFB), A copy of such as Request for Bid (RFB) Procurement packet and Bid Page attached hereto as Exhibtit "B".

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for three (3) years commencing on **November 2, 2011** (as hereinafter defined) and ending on **November 1, 2014** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee, which date shall be ten(10) days following the date the Lessor provides Lessee written notice that the Lessor's negotiated remodeling obligation is complete. The "Termination Date" is the date twelve (12) months following the Commencement Date, unless the Commencement

date is other than the first day of a calendar month, in which event the Term shall be extended by the number of days remaining in the month which includes the Commencement Date, and the Termination Date shall be likewise extended. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year terms under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion

of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor ninety (90) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to Two Thousand Eight Hundred and 60/100ths ($2,800.60) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 910 S. Closner Blvd., Edinburg, Texas 78539 or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or

property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintainance).

(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written

notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee

with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as "Exhibit C."

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or

other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to

Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:	Lessee:
A&J Martinez, LP	County of Hidalgo
Agustin Martinez, President	Attn: County Judge
910 S. Closner Blvd.	1615 S. Closner, Suite J
Edinburg, Texas 78539	Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

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

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and

supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

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

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the_____ day of _____, 2011.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

A & J Martinez, LP

_____
Agustin Martinez, President

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

_____
Stephen L. Crain

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

EXHIBIT “A”

LEGAL DESCRIPTION

EXHIBIT "A"

RFB NO: 2011-212-08-31-SGS

Unit 8 of Daffodil Medical Plaza Condos official records of Hidalgo County, Texas.

Property ID NO: 64737 and Geographic ID NO: D0630-00-000-0008-00

Hidalgo CAD

Property Search Results > 647737 A & J MARTINEZ L P for Year 2011

Property

Account

Property ID:	647737	Legal Description:	DAFFODIL MEDICAL PLAZA CONDOS UNIT 8
Geographic ID:	D0630-00-000-0008-00	Agent Code:	A1092
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	N 23RD ST TX	Mapsco:	
Neighborhood:	DAFFODIL MEDICAL PLAZA CONDOS	Map ID:	CML DOC 1073878
Neighborhood CD:	D063000		

Owner

Name:	A & J MARTINEZ L P	Owner ID:	469004
Mailing Address:	7603 N 2ND LN MCALLEN, TX 78504-5676	% Ownership:	100.0000000000%
		Exemptions:	

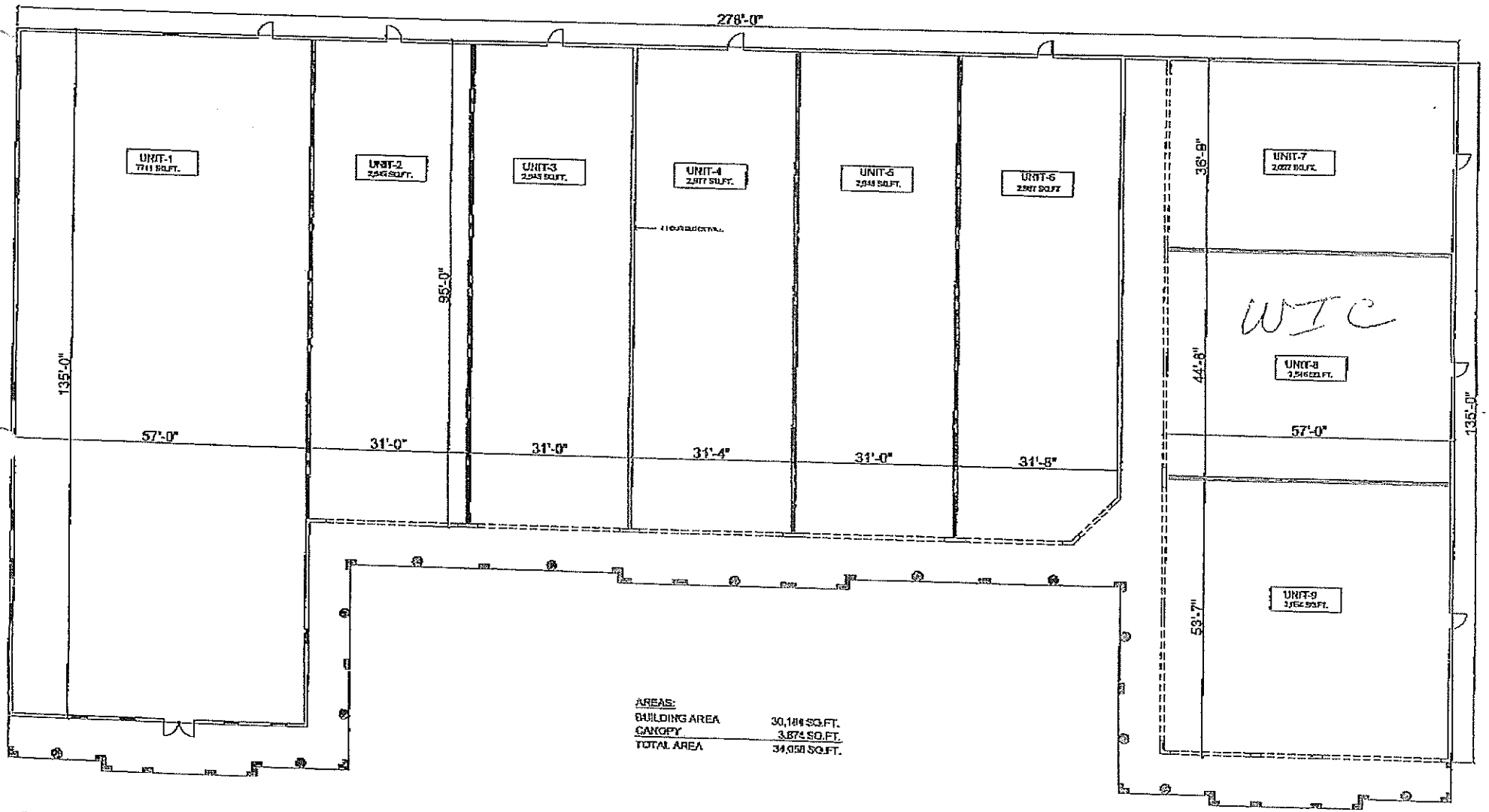
Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$167,733	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$66,768	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$234,501	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$234,501	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$234,501	

Taxing Jurisdiction

Owner: A & J MARTINEZ L P
% Ownership: 100.0000000000%
Total Value: $234,501

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$234,501	$234,501	$0.00
CML	CITY OF MCALLEN	0.421300	$234,501	$234,501	$987.95
DR1	DRAINAGE DISTRICT #1	0.072500	$234,501	$234,501	$170.01
GHD	HIDALGO COUNTY	0.590000	$234,501	$234,501	$1,383.56
JCC	SOUTH TEXAS COLLEGE	0.149700	$234,501	$234,501	$351.05
R12	ROAD DIST 12	0.000000	$234,501	$234,501	$0.00
SML	MCALLEN ISD	1.165000	$234,501	$234,501	$2,731.94
SST	SOUTH TEXAS SCHOOL	0.049200	$234,501	$234,501	$115.37



AREAS:

BUILDING AREA	30,186 SQ.FT.
CANOPY	3,874 SQ.FT.
TOTAL AREA	34,060 SQ.FT.

EXHIBIT "B"

REQUEST FOR BID (RFB)
&
BID PAGE

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE-CITY OF McALLEN"
RFB NO: 2011-212-08-31-SGS

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit A Specifications, consisting of 3 pages.
4. Exhibit B Bid Page, consisting of 1 page.
5. Exhibit C Insurance Requirements, consisting of 4 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
7. Vendor/Bidder Application and W-9 form(s) consisting of 6 pages.
8. Draft Service Agreement consisting of 17 pages
9. Certification Regarding Debarment, consisting of 1 page.

The above mentioned items shall be found in this Request for Bids (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

08/15/11
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

August 15, 2011

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY WIC PROGRAM**
Request for Bids -**"LEASE OFFICE SPACE-CITY OF MCALLEN"**
Bid No: 2011-212-08-31-SGS

Dear Respondents:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM

"LEASE OFFICE SPACE-CITY OF McALLEN"

RFB No.: 2011-212-08-31-SGS

Bid No: 2011-212-08-31	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM

"LEASE OFFICE SPACE-CITY OF McALLEN"

BID OPENING DATE:

AUGUST 31, 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

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM- LEASE OFFICE SPACE-CITY OF McAllen"** 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-2011-212-08-31-SGS-HIDALGO COUNTY WIC PROGRAM-LEASE OFFICE SPACE-CITY OF McALLEN "**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, AUGUST 31, 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-2011-212-08-31-SGS-HIDALGO COUNTY WIC PROGRAM-LEASE OFFICE SPACE-CITY OF McALLEN". 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. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes procession)

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. <u>DELIVERY INSTRUCTIONS:</u>

- 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 WIC PROGRAM –LEASE OFFICE SPACE-CITY OF McALLEN"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County WIC Program
Attn: Margarita Gonzalez
3105 W. University Dr.
Edinburg, TX. 78539
(956) – 381-4646

17. **Schedule of Events**

Bid Opening, 9:30 AM	**AUGUST 31, 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- 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. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

31. 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 WIC PROGRAM
"LEASE OFFICE SPACE-CITY OF McALLEN"
BID NO.: 2011-212-08-31-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/REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM

"LEASE OFFICE SPACE-CITY OF McALLEN"

RFB No.: 2011-212-08-31-SGS

EXHIBIT "A"
HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE-CITY OF McAllen"
RFB NO.: 2011-212-08-31-SGS

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

Scope of Services: Building should be in good working condition to provide as follows:

1. Said office space should be located in a major thoroughfare in the north side of the City of McAllen, Texas, within the location of North 23rd Street.
   Parameters: North 23rd, past Harvey Drive to Trenton Rd., also North Ware Rd. past Nolana up to 4 Mile Line and on Nolana between North Ware Road in the vicinity to Bicentennial Ave.

2. Said office space shall have the designated rooms or areas for conducting the following functions:

   Reception area, Nutrition Education, Counseling room, Issuance of food cards via computes, lab and Immunization area, lactation room, lounge area and two (2) storage rooms.

3. Must provide a minimum of 2,000 square feet to a maximum of 3,000 square feet of available floor space to perform WIC Services.

4. The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities.

5. Building must have handicapped accessible bathroom facilities for both men and women and separate bathroom facilities for employees.

6. Parking area should have thirty (30) paved parking spaces and have at least two (2) designated Handicap parking spaces, with ramp access available from such spaces to the building.

7. Bid premises must have water, sewer and electricity, including garbage pickup.

8. The Bid premises shall have a central cooling and heating system throughout the entire building. Maintenance of the air/heating system, electrical and keeping the entire building mold free at all times, will be the responsibility of the Lessor

9. Floors should have commercial tile, no carpeting. The lessor shall be responsible for floor maintenance.

10. Building shall be free from rodents and insects prior to occupancy by the WIC Program staff. The Lessor shall be responsible at his own expense for pest control throughout the term of this contract.

11. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local and building codes and regulations. Floor area exits of Exit access doorways must comply with the City Fire Code under Federal state and local Building codes and regulations.

Requirements:

1. Bidder will maintain liability insurance on the building throughout the term of contract plus insure building for fire, accident and natural disaster, Bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached.**

2. The floor plans of the building will be constructed according to the Program Director. If present building needs a renovation; the renovation work will be made by lessor and at lessor's cost and to be completed at least 45 days from the date of award;

3. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, and ninety (90) days from the date of awarding bid or the award will become void/null.

4. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.

5. If renovations or additions are made to an existing building, The Lessor must provide documented proof the building is free of asbestos. (If Applicable)

6. Bidder must charge by the square foot for the rental space.

7. Provide the **legal description** of the property along with your bid and include a proposed "Floor Plan Layout" of your facility.

8. Hidalgo County is requesting that all interested vendor(s) submitting bids for this project **must provide the following**: A) **Property ID number** and /or **Geographic ID number**. B) **Legal Description** as listed in your local Hidalgo County Appraisal District for proposed property.

9. If a new building is proposed in this project, Hidalgo County may consider accepting as main option, or whichever is in the best interest of the County.

Terms and Conditions:

1. Term of contract shall be for a period of **Three** (3) years with the County's option to renew contract for **One** (1) additional year under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause.

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 term.

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

5. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

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

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

8. 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, or
(c) terminated by County with thirty (30) day's written notice prior to cancellation.

9. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

10. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.

Additional Information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is requesting that any or all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or via e-mail to sandy.suarez@co.hidalgo.tx.us, by no later than, *WEDNESDAY AUGUST 24, 2011* by 5:00 P.M. Reponses to said inquires will be sent to all applicants via facsimile or via e-mail by no later than ., *FRIDAY, AUGUST 26, 2011*, by 5:00 P.M.

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM

"LEASE OFFICE SPACE-CITY OF McALLEN"

RFB No.: 2011-212-08-31-SGS

EXHIBIT "B"
HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE – CITY OF MCALLEN"
RFB NO.: 2011-212-08-31-SGS

BID PAGE

Initial Three (3) Year Term:
Monthly charge for "Lease Office Space - City of McAllen" as requested , but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial three (3) year term of the contract.

Price $_____per square foot.

Total Sq. Ft. of Proposed Building: _____sq. ft.

Total Monthly Bid Price: $_____

Property ID No. or Geographic ID No. **(Local Appraisal District Info)**: _____

Legal Description: _____

Proposed (address) Location:_____ Donna, TX. _____ (Zip-Code)

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY:_____STATE: _____ZIP CODE:_____

PHONE No: _____FAX No: _____ CELL No:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM

"LEASE OFFICE SPACE-CITY OF McALLEN"

RFB No.: 2011-212-08-31-SGS

EXHIBIT "C"

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

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

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

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

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

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

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

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM

"LEASE OF OFFICE SPACE-CITY OF McALLEN"

RFB No.: 2011-212-08-31-SGS

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

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM

"LEASE OFFICE SPACE- CITY OF McALLEN"

RFB No.: 2011-212-08-31-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: _____ **Disadvantaged Business (At Least 51% Ownership)**

Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

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

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

			–			–				

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

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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

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

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

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

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

2. The treaty article addressing the income.

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

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

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

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

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

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

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

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

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

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

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

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

10. A real estate investment trust,

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

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

13. A financial institution,

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

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

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

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

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

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

EXHIBIT "B"
HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE – CITY OF MCALLEN"
RFB NO.: 2011-212-08-31-SGS

BID PAGE

Initial Three (3) Year Term:
Monthly charge for "Lease Office Space - City of McAllen" as requested , but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial three (3) year term of the contract.

Price $ $1.10 **per square foot.**

Total Sq. Ft. of Proposed Building: 2546 **sq. ft.**

Total Monthly Bid Price: $ 2,800.00 $2800.60

Property ID No. or Geographic ID No. (Local Appraisal District Info): Property ID # 64737

Legal Description: Daffodil Medical Plaza Condos Unit 8

Proposed (address) Location: 3001 N. 23rd St. Ste. 8 McAllen ~~Donna~~, TX. 78501 (Zip-Code)

BIDDER/COMPANY NAME: A & J Martinez LP.

ADDRESS: 910 S. Closner Blvd.

CITY: Edinburg STATE: TX ZIP CODE: 78539

PHONE No: 956.380.3441 FAX No: 956.380-3715 CELL No: 956.821.8789

AUTHORIZED SIGNATURE:

PRINTED NAME: Agustin Martinez

TITLE: President

A&J MARTINEZ,LP
910 SOUTH CLOSNER BLVD
EDINBURG,TX 78539

September 2, 2011

Sandy Suarez, Buyer II
Purchasing Department County of Hidalgo
2812 S. Business Highway 281
Edinburg, Texas 78539

RE: RFB:NO: 2011-212-08-31-SGS

Dear Ms: Suarez:

Attached is the correction regarding the total Monthly Bid Price. The total monthly rent is $2800.60.

Thank you for your time and attention to this matter.

Sincerely,

Agustin Martinez, MD

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY): 8/9/2011

PRODUCER

MOSELEY INSURANCE
2409-A E Griffin Pkwy
Mission, TX 78572
(956)585-0587

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

A & J Martinez, LP
Agustin Martinez, MD
3001 N 23rd St
McAllen, TX 78501

COMPANIES AFFORDING COVERAGE

COMPANY A: FARMERS INS GROUP
COMPANY B:
COMPANY C:
COMPANY D:

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
A	[X] PROPERTY CAUSES OF LOSS [ ] BASIC [ ] BROAD [X] SPECIAL [ ] EARTHQUAKE [ ] FLOOD	60367 18 37	08/12/11	08/12/12	[X] BUILDING [ ] PERSONAL PROPERTY [ ] BUSINESS INCOME [ ] EXTRA EXPENSE [ ] BLANKET BUILDING [ ] BLANKET PERS PROP [ ] BLANKET BLDG & PP	$2,637,400 $ $ $ $ $ $
	[ ] INLAND MARINE TYPE OF POLICY CAUSES OF LOSS [ ] NAMED PERILS [ ] OTHER					$ $ $ $ $ $
	[ ] CRIME TYPE OF POLICY					$ $ $
	[ ] BOILER & MACHINERY					$ $
A	[X] OTHER GENERAL LIABILTY	SAME	SAME	SAME		$1,000000

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY
3001 N 23RD ST SUITE 8, MCALLEN, TX 78501

SPECIAL CONDITIONS/OTHER COVERAGES

CERTIFICATE HOLDER

W I C
County Of Hidalgo
EDINBURG, TX 78539
fax318-2629ATT:Rocio Villarreal

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1995

AI-28678 **21. D. 2.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Martha L. Salazar **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bids received as detailed in tabulation sheet contained herein for the purpose of award and approval of contract to the lowest bidder meeting all specifications and/or requirements for the request for bid titled:"Lease Office Space-Edinburg-WIC Administration Offices"-Hidalgo County WIC Program, through project No.: 2011-148-08-17-SGS.

BACKGROUND

1. The current contract will expire on October 30, 2011.
2. New contract will commence on October 31, 2011.
3. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1292-441-00-350-001-2-441

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

BUDGETARY IMPACT:

2012 grant funds will be used for this lease. Amount to be appropriated for 2012 is $327,300.00.

Attachments

Tabulation, Participation etc.

CONTRACT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/28/2011 04:34 PM
Budget & Management	Merlen P. Munoz	09/29/2011 08:04 AM
Erika Zamora	Erika Zamora	09/29/2011 11:53 AM
Auditor's Office	Arcilia Duran	09/30/2011 09:06 AM

Form Started By: Sandy Suarez Started On: 09/20/2011 01:14 PM

Final Approval Date: 09/30/2011

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Norma Longoria, Director
Hidalgo County WIC Program

ATTN: Margarita Gonzalez, Administrative Assistant

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: August 17, 2011

RE: **Memo of Concurrence/Recommendation**
Bid No. 2011-148-08-17-SGS
HIDALGO COUNTY WIC PROGRAM-"LEASE OFFICE SPACE – EDINBURG-WIC ADMINISTRATION OFFICES"

Attached you will find copies of two (2) bid responses received for the above referenced project. Please review. We will need to present this on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please acknowledge by signing below, of your Concurrence/Recommendation to award to the low bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Tuesday, August 23, 2011 @ 3:00 P.M. in order to place this item on the agenda for next Commissioner's Court Meeting, Tuesday, August 30, 2011.**

Any concerns should be written in the space provided below.

Any questions or additional information needed, please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS:
Award to BIC Investments

BUDGET ACCOUNT #: 1.1292.441.00.350.001.1.441

N Longoria — Norma Longoria — WIC — 8/18/11
Authorized Signature — Printed Name — Department — Date

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

BID OPENING DATE: AUGUST 17, 2011	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: LEASE OFFICE SPACE-EDINBURG-WIC ADMIN. OFFICES

BID NO: 2011-148-08-17-SGS	**BUYER: SANDY SUAREZ**

	NAME /LOCATION	OPTION 1 - 5 YEAR TERM	OPTION 2 - 5 YEAR TERM W/ OPTION 1 ADDITIONAL YEAR RENEWAL
#1	BIC INVESTMENTS 3105 W. University Edinburg, TX. 78539	Price Per Square Foot ~~NO BID~~ Total Sq. Ft. of Proposed Building: sq. ft _____ Total Amount $_____	Price Per Square Foot **$ 0.84** Total Sq. Ft. of Proposed Building: sq. ft : 6,000 **Total Amount $ 5,040.00**
#2	REYNA FAMILY DEVELOPMENT 3894 S. Jackson Ave. Edinburg, TX. 78539	Price Per Square Foot $ 1.35 Total Sq. Ft. of Proposed Building: sq. ft 6,000 Total Amount $ 8,100.00	Price Per Square Foot $1.35 Total Sq. Ft. of Proposed Building: sq. ft 6,000 Total Amount $ 8,100.00

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: AUGUST 17, 2011 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION "HIDALGO COUNTY WIC PROGRAM-LEASE OFFICE SPACE-EDINBURG-WIC ADMINISTRATION OFFICES" RFB NO. : 2011-148-08-17-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. Richard Garza BIC INVESTSMENTS	I/P & E-mailed	Sandy Suarez	08/01/11	3910 W. Freddy Gonzalez Dr. Edinburg, TX. 78539 956-383-6295 bmenchaca@bicinvestments.com
2. Preston Henrichson	E-mail	Sandy Suarez	08/01/11	222 W. Cano ST. Edinburg, TX 78539 P#965-383-3535 F# 956-383-3585 receptionist@henrichsonlaw.com
3. Law Office of Roberto M. Garcia Attn: Frank Prado Marisol@rgarcialaw.com	E-mail	Sandy Suarez	08/01/11	1939 Owassa- P.O. Box 1624 Edinburg, TX 78539 P# 956-223-2550 F#956-223-2552 marisol@rgarcialaw.com
4. Maxima Business Center Attn: Jose Garcia	E-mail	Sandy Suarez	08/01/11	308 W. University Edinburg, TX. 78539 Sylvia@gvlaw.net
5. Reyna Land Co. Attn: J. Edgar Ruiz	IP	Sandy Suarez	08/11/11	702 W. Exp. 83 Weslaco, TX. 78596 P# 956-969-3664 C# 956-624-4990 silverbusiness36@hotmail.com
6. Davis Equity Realty Attn: Keith Kinsolving	E-mail	Sandy Suarez	08/11/11	2200 W. Pike Ste 200 Weslaco, TX. 78589 P# 956-969-8648 C# 956-330-8211 keithk@davisequity.com
7. Prime Vendor Inc.	E-mail	Sandy Suarez	08/11/11	4622 Cedar Ave. Ste#123 Wilmington, N. C. 28403-4429 P#800-746-9554 F#800-746-8307 Bids17@prime-vendor.com

IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAILOUT (BLM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
COMPARISON SHEET

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM	
BID OPENING DATE: AUGUST 17, 2011	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: LEASE OFFICE SPACE-EDINBURG-WIC ADMIN. OFFICES	
BID NO: 2011-148-08-17-SGS	**BUYER: SANDY SUAREZ**

CURRENT CONTRACT HOLDER BIC Investments OPTION 2 - 5 YEAR TERM W/ OPTION 1 ADDITIONAL YEAR RENEWAL		PROPOSED BIDDER BIC Investments OPTION 2 - 5 YEAR TERM W/ OPTION 1 ADDITIONAL YEAR RENEWAL		**DIFFERENCE**
Price Per Square Foot	**$ 0.84**	Price Per Square Foot	**$ 0.84**	**NONE**
Total Sq. Ft. of Proposed Building: sq. ft 6,000 Total Amount $ 5,040.00		Total Sq. Ft. of Proposed Building: sq. ft : 6,000 Total Amount $ 5,040.00		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-11-148-10-04

THIS LEASE is made and entered into by and between **Richard A. Garza dba BIC Investments**, referred to in this Lease as Lessor, and THE COUNTY OF HIDALGO, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A " attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." And in accordance with specification on the Request for Bid (RFB), A copy of such as Request for Bid (RFB) Procurement packet and Bid Page attached hereto as Exhibtit "B".

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for five (5) years commencing on **October 31, 2011** (as hereinafter defined) and ending on **October 30, 2016** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2,hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year terms, under the same rates, terms and conditions. Hidalgo County reserves the right to extend this agreement for an additional sixty (60) days grace period at the end of the contract term (subject to the same terms, and conditions) for unforeseen delay in award of new bid for next contract term. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor ninety (90) days written notice. Upon Lessee's

electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to Five Thousand Forty Dollars and no/100ths ($5,040.00) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **3910 W. Freddy Gonzalez, Edinburg, Texas 78539** or such other location or locations as Lessor shall from time to time designate

by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all

such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee=s negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintainance).

(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee=s notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFV, such evidence of insurance is attached hereto as "Exhibit C."

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may

terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable

diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Richard A. Garza
Dba BIC Investments
3910 W. Freddy Gonzalez
Edinburg, Texas 78539

Lessee:
County of Hidalgo
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

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

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee

agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

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

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the_____ day of _____, 2011.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

RICHARD A. GARZA DBA BIC INVESTMENTS

_____
Richard A. Garza, Owner

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

By: _____
Stephen L. Crain

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

EXHIBIT “A”

LEGAL DESCRIPTION

EXHIBIT "A"

Legal Description

METES AND BOUNDS

Being a 1.10 acre tract of land out of Lot 5, Section 276, Texas-Mexican Railway company Survey, Hidalgo County, Texas, as per map recorded in Volume 24, Pages 170-171, Deed records of Hidalgo County, Texas, said 1.10 acre tract to be known as Lot 2, West University Business Park Subdivision and being more particularly described by metes and bounds as follows:

BEGINNING at a Half (½) inch iron rod set for the Northwest corner of this tract of land, said Northwest corner bears North 80° 53' West, 350.0 feet, Thence South 08° 59' West, 688.5 feet from a three-quarter (¾) inch pipe found at the Northeast corner of Lot 5;

THENCE South 80° 53' East, 250.0 feet to a half (½) inch iron rod set for the Northeast corner of this tract of land;

THENCE South 08° 59' West, 192.0 feet to a half (½) inch iron rod set for the Southeast corner of this tract of land;

THENCE North 80° 53' West, 250.0 feet to a half (½) inch iron rod set for the Southwest corner of this tract of land;

THENCE north 08° 59' East, 192.0 feet to the PLACE OF BEGINNING, containing 1.1 acres, more or less.

EXHIBIT "B"

REQUEST FOR BID (RFB)
&
BID PAGE

PURCHASING DEPARTMENT
County Of Hidalgo

August 01, 2011

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY WIC PROGRAM**
Request for Bids -**"LEASE OFFICE SPACE- EDINBURG –WIC ADMINISTRATION OFFICES"**
Bid No: 2011-148-08-17-SGS

Dear Respondents:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY WIC PROGRAM

"LEASE OF OFFICE SPACE-
EDINBURG-WIC ADMINISTRATION OFFICES"

RFB NO: 2011-148-08-17-SGS

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit A Specifications, consisting of 3 pages.
4. Exhibit B Bid Page, consisting of 1 page.
5. Exhibit C Insurance Requirements, consisting of 4 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
7. Vendor/Bidder Application and W-9 form(s) consisting of 6 pages.
8. Draft Service Agreement consisting of 17 pages
9. Certification Regarding Debarment, consisting of 1 page.

The above mentioned items shall be found in this Request for Bids (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

08/01/11
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

LEGAL NOTICE

HIDALGO COUNTY
WIC PROGRAM

REQUEST FOR BIDS

"LEASE OFFICE SPACE-EDINBURG-WIC ADMINISTRATION OFFICES"

RFB: 2011-148-08-17-SGS

Bid No: 2011-148-08-17	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM

"LEASE OF OFFICE SPACE-EDINBURG - WIC ADMINISTRATION OFFICES"

BID OPENING DATE:

AUGUST 17, 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

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM- LEASE OFFICE SPACE-EDINBURG-WIC ADMINISTRATION OFFICES"** 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-2011-148-08-17-SGS-HIDALGO COUNTY WIC PROGRAM-LEASE OFFICE SPACE-EDINBURG-WIC- ADMINISTRATION OFFICES "**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, AUGUST 17, 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-2011-148-08-17-SGS-HIDALGO COUNTY WIC PROGRAM-LEASE OFFICE SPACE-EDINBURG –WIC ADMINISTRATION OFFICES". 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. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes procession)

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 otheir Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

. **Invoices must include:**

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation – **"HIDALGO COUNTY WIC PROGRAM –LEASE OFFICE SPACE-EDINBURG-WIC ADMINISTRATION OFFICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County WIC Program
Attn: Margarita Gonzalez
3105 W. University Dr.
Edinburg, TX. 78539
(956) – 381-4646

17. **Schedule of Events**

Bid Opening, 9:30 AM	**AUGUST 17, 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- 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. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

31. 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 WIC PROGRAM
"LEASE OFFICE SPACE-EDINBURG-WIC ADMINISTRATION OFFICES"
BID NO.: 2011-148-08-17-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
WIC PROGRAM

REQUEST FOR BIDS

"LEASE OFFICE SPACE-EDINBURG-WIC ADMINISTRATION OFFICES"

RFB: 2011-148-08-17-SGS

EXHIBIT "A"
HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE-EDINBURG-WIC ADMINISTRATION OFFICES"
RFB NO.: 2011-148-08-17-SGS

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

Scope of Services: Building should be in good working condition to provide as follows:

1. Said office space should be located as following parameter:
   West 107 Rd. between McColl and Mon Mack

2. Must provide a maximum of 6,000 square feet of available space.

3. The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities.

4. Building must have handicapped accessible toilet, facilities for both men and women and separate bathroom facilities for employees.

5. Parking area should have thirty (30) paved parking spaces and have at least two (2) designated handicap parking spaces, with ramp access available from such spaces to the building.

6. Bid premises must have water, sewer, natural gas and electricity, including garbage pickup.

7. The Bid premises shall have a central cooling and heating system throughout the entire building. Maintenance of the air/heating system, electrical and keeping the entire building mold free at all times, will be the responsibility of the Lessor

8. Floors should have commercial tile, no carpeting. The lessor shall be responsible for floor maintenance.

9. Building shall be safe from rodents and insects prior to occupancy by the WIC Program staff. The Lessor shall be responsible at his own expense for pest control throughout the term of this contract.

10. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local and building codes and regulations. Floor area exits of Exit access doorways must comply with the City Fire Code under Federal state and local Building codes and regulations.

Requirements:

1. Bidder will maintain liability insurance on the building throughout the term of contract plus insure building for fire, accident and natural disaster, Bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached.**

2. The floor plans of the building will be constructed according to the Program Director. If present building needs a renovation; the renovation work will be made by lessor and at lessor's cost and to be completed at least 45 days from the date of award;

3. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, and ninety (90) days from the date of awarding bid or the award will become void/null.

4. If renovations or additions are mead to an existing building, The Lessor must provide documented proof the building is free of asbestos. (If Applicable)

5. Bidder must charge by the square foot for the rental space.

6. Provide the **legal description** of the property along with your bid and include a proposed "Floor Plan Layout" of your facility.

7. Hidalgo County is requesting that all interested vendor(s) submitting bids for this project **must provide the following**: A) **Property ID number** and /or **Geographic ID number**. B) **Legal Description** as listed in your local Hidalgo County Appraisal District for proposed property.

8. If a new building is proposed in this project, Hidalgo County may consider accepting as main option, or whichever is in the best interest of the County.

Terms and Conditions:

1. Term of contract shall be for a period of five (5) years under **Option I.**
Option II: shall include the County's option to renew contract for one (1) additional year under the same terms and conditions as the initial five (5) year period. Lease will have a sixty (60) day cancellation clause.

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 term.

3. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.

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

5. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

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

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

8. 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, or
(c) terminated by County with thirty (30) day's written notice prior to cancellation.

9. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

10. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.

Additional Information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is requesting that any or all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or via e-mail to sandy.suarez@co.hidalgo.tx.us, by no later than, *WEDNESDAY August 10, 2011* by 5:00 P.M. Reponses to said inquires will be sent to all applicants via facsimile or via e-mail by no later than *FRIDAY, AUGUST 12, 2011*, by 5:00 P.M.

EXHIBIT "B"

Bid Page

HIDALGO COUNTY
WIC PROGRAM

REQUEST FOR BID

"LEASE OFFICE SPACE-EDINBURG-WIC ADMINISTRATION OFFICES"

RFB: 2011-148-08-17-SGS

EXHIBIT "B"
HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE-EDINBURG-WIC ADMINISTRATION OFFICES"
RFB NO.: 2011-148-08-17-SGS

BID PAGE

OPTION I. Initial Five (5) year term:

Charge for "Lease office space WIC Administration Offices in the City of Edinburg" as requested , but not limited to, in the Specifications as listed Exhibit "A" of this document and under the terms and conditions described for the initial five (5) year term of the contract.

Price at $_____per square foot.

Sq. ft of proposed building _____

Total monthly cost $_____

OPTION II. Initial Five (5) year term with an additional One (1) year-renewal at County's option:

Charge for "Lease space WIC Administration Building in the City of Edinburg" as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial (5) years term with an additional one-year (1) renewal at the County's option to renew.

Price at $_____per square foot.

Sq. ft of proposed building: _____

Total monthly cost: $_____

Proposed (address) Location: _____, Edinburg, TX. _____(zip code)

Property ID No. or Geographic ID No. **(Local Appraisal District Info)**: _____

Legal Description: _____

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY:_____STATE: _____ZIP CODE:_____

PHONE No: _____FAX No. _____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY
WIC PROGRAM

REQUEST FOR BIDS

"LEASE OFFICE SPACE-EDINBURG-WIC ADMINISTRATION OFFICES"

RFB: 2011-148-08-17-SGS

EXHIBIT "C"

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

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

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

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

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

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

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

Revised 03/11/11

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURED

INSURERS AFFORDING COVERAGE

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

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

INSR LTR		POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	
A	GENERAL LIABILITY			
B	AUTOMOBILE LIABILITY			
	GARAGE LIABILITY			
	EXCESS LIABILITY			
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			
	OTHER			

SAMPLE

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

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

CERTIFICATE HOLDER

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

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

HIDALGO COUNTY
WIC PROGRAM

"LEASE OFFICE SPACE-EDINBURG-WIC ADMINISTRATION OFFICES"

RFB: 2011-148-08-17-SGS

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

BIDDER/VENDOR APPLICATION AND W-9

HIDALGO COUNTY
WIC PROGRAM

REQUEST FOR BIDS

"LEASE OFFICE SPACE- EDINBURG-WIC ADMINISTRAION OFFICES"

RFB: 2011-148-08-17-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

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

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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

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

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

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

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

2. The treaty article addressing the income.

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

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

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

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

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

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

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

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

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

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

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

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

10. A real estate investment trust,

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

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

13. A financial institution,

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

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

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

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

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

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

HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE-EDINBURG-WIC ADMINISTRATION OFFICES"
RFB NO.: 2011-148-08-17-SGS

BID PAGE

OPTION I. Initial Five (5) year term:

Charge for "Lease office space WIC Administration Offices in the City of Edinburg" as requested , but not limited to, in the Specifications as listed Exhibit "A" of this document and under the terms and conditions described for the initial five (5) year term of the contract.

Price at $_____per square foot.

Sq. ft of proposed building _____

Total monthly cost $_____

OPTION II. Initial Five (5) year term with an additional One (1) year-renewal at County's option:

Charge for "Lease space WIC Administration Building in the City of Edinburg" as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial (5) years term with an additional one-year (1) renewal at the County's option to renew.

Price at $ .84¢ per square foot.

Sq. ft of proposed building: 6,000

Total monthly cost: $ 5,040.00

Proposed (address) Location: 3105 W. University, Edinburg, TX. 78539 (zip code)

Property ID No. or Geographic ID No. **(Local Appraisal District Info)**: W-390000000000300

Legal Description: Lot 3, West University Business Park, Hidalgo County, Texas

BIDDER/COMPANY NAME: RICHARD A. GARZA DBA BIC INVESTMENTS

ADDRESS: 3910 W. Freddy Gonzalez

CITY: Edinburg STATE: Texas ZIP CODE: 78539

PHONE No: (956) 383-6295 FAX No. (956) 381-1176

AUTHORIZED SIGNATURE: _____

PRINTED NAME: Richard A. Garza

TITLE: Owner

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
AUG 22 2011

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Phone: 956-383-0117 Fax: 956-383-0195
MARBURGER-HOLT INSURANCE AGENCY
1305 SOUTH CLOSNER
P O BOX 1198
EDINBURG TX 78539

CONTACT NAME:
PHONE (A/C, No, Ext): 956-383-0117 FAX (A/C, No): 956-383-0195
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID: 1473

INSURED
RICHARD A GARZA DBA BIC INVESTMENTS
3910 W FREDDY GONZALEZ
EDINBURG TX 78539

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great Lakes Reinsurance (UK)	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 7444 REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
2524 NORTH CLOSNER BLVD, EDINBURG TX 78539 (Amt of Ins $478,422)
3105 West University, Edinburg, Tx 78539 (Amt of Ins $236,500)
3109 West University, Edinburg, Tx 78439 (Amt of Ins $195,000)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	[X] PROPERTY	GC1031061585	SEP 30 2010	SEP 30 2011	[ ] BUILDING	$
	CAUSES OF LOSS / DEDUCTIBLES				[ ] PERSONAL PROPERTY	$
	[X] BASIC — BUILDING				[ ] BUSINESS INCOME	$
	[ ] BROAD — CONTENTS				[ ] EXTRA EXPENSE	$
	[ ] SPECIAL				[ ] RENTAL VALUE	$
	[ ] EARTHQUAKE				[ ] BLANKET BUILDING	$
	[ ] WIND				[ ] BLANKET PERS PROP	$
	[ ] FLOOD				[ ] BLANKET BLDG & PP	$
						$
						$
	[ ] INLAND MARINE	TYPE OF POLICY				$
	CAUSES OF LOSS					$
	[ ] NAMED PERILS	POLICY NUMBER				$
						$
	[ ] CRIME					$
	TYPE OF POLICY					$
						$
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$
						$
						$
						$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County is hereby named as an Additional Insured on this policy in regard to the following properties:
2524 North Closner Blvd, Edinburg, Tx 78539
3105 West University, Edinburg, Tx 78539
3109 West University, Edinburg, Tx 78539

CERTIFICATE HOLDER

ATTENTION:
Hidalgo County
Attn: Purchasing Department
2812 S Bus Hwy 281
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

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/30/2011

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 Phone: 956-383-0117 Fax: 956-383-0195
MARBURGER-HOLT INSURANCE AGENCY
1305 SOUTH CLOSNER
P O BOX 1198
EDINBURG TX 78539

CONTACT NAME: Jack Holt
PHONE (A/C, No, Ext): 956-383-0117 FAX (A/C, No): 956-383-0195
E-MAIL ADDRESS: almag59@sbcglobal.net
PRODUCER CUSTOMER ID: 1086

INSURED
RICHARD A GARZA DBA BIC INVESTMENTS
3910 WEST FREDDY GONZALEZ DRIVE
EDINBURG TX 78539

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : PENN-AMERICA	
INSURER B : PENN-AMERICA	
INSURER C : PENN-AMERICA	
INSURER D:	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 7458 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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PAC6877871	08/26/11	08/26/12		
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED. EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY							$
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	ALL OWNED AUTOS						BODILY INJURY (Per person)	$
	SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	$
	NON-OWNED AUTOS							$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE-EA EMPLOYEE	$
							E.L. DISEASE-POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County is hereby added as an additional insured on the following premises:
3105 West University Drive, Edinburg, Texas
3109 West University Drive, Edinburg, Texas
2524 North Closner, Edinburg, Texas

CERTIFICATE HOLDER

County of Hidalgo
Attn. Purchasing Department
2802 S. Business Highway 281
Edinburg, TX 78539

Attention:

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

Jack Holt

ACORD 25 (2009/09)

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ACORD®

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 9/21/2011

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER
FNB Insurance
212 N. 23rd St

McAllen TX 78501

CONTACT NAME: Alma Gomez
PHONE (A/C, No, Ext): (956)971-6693 FAX (A/C, No): (956)994-3256
E-MAIL ADDRESS: pat.cantu@fnbinsurance.com
PRODUCER CUSTOMER ID: 00000149

INSURED
Richard A. Garza
3910 W. Freddy Gonzalez

Edinburg TX 78539

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: U.S. Risk, Inc.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: CP1192100030 REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
Loc# 00001 Bldg# 00001: 3109 W. University Drive Edinburg TX 78539
See Attached Overflow Pages

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	X PROPERTY				X BUILDING	$ 195,000
	CAUSES OF LOSS / DEDUCTIBLES				PERSONAL PROPERTY	$
	BASIC / BUILDING				BUSINESS INCOME	$
	BROAD / 1,000 CONTENTS				EXTRA EXPENSE	$
A	X SPECIAL	TBA	9/30/2011	9/30/2012	RENTAL VALUE	$
	EARTHQUAKE				BLANKET BUILDING	$
	WIND				BLANKET PERS PROP	$
	FLOOD				BLANKET BLDG & PP	$
						$
						$
	INLAND MARINE	TYPE OF POLICY				$
	CAUSES OF LOSS					$
	NAMED PERILS	POLICY NUMBER				$
						$
	CRIME					$
	TYPE OF POLICY					$
						$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$
						$
						$
						$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Elena Gomez
2812 S Business Highway 281
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
Melba Luna/ALMA

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
2	00001,3105 W. University Drive,Building,236,500	SPCDT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
236,500			1,000	Flat	

Ref #	Description	Coverage Code	Form No.	Edition Date
3	00001,2524 North Closner Blvd,Building,478,422	SPCDT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
478,422			1,000	Flat	

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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COMMENTS/REMARKS

Property insurance coverage on all three locations.

COPYRIGHT 2000, AMS SERVICES INC.

AI-28865 **21. E. 1.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code 262.024 (a)(7)(A) ...items for which competition is precluded because of proprietary or secret processes...;

b. Approval of the Sole Source Declaration for Appraisal and Collection Technologies, LLC for the Data Conversion Assistance including authority to purchase services on an as needed basis commencing with the City of Hidalgo through requisition #202853 in the amount of $5,000.00;(1-1100-415-15-140-001-0-336).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-15-140-001-0-336

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

BUDGETARY IMPACT:

Available funds in Requisition #00202853 as of 9/29/11 are $5,000.00.

Attachments

ACT-TAX

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/29/2011 10:39 AM
Budget & Management	Merlen P. Munoz	09/29/2011 10:46 AM
Perla Lopez	Perla Lopez	09/29/2011 11:03 AM
Auditor's Office	Arcilia Duran	09/30/2011 02:10 PM

Form Started By: Blanca Mayorga Started On: 09/28/2011 04:10 PM

Final Approval Date: 09/30/2011

Requisition

Req # 00202853

PO #

Date: 09/19/11

Consent #28865 10/4/11

Bill To: x
x

Vendor : 316156
APPRAISAL & COLLECTION TECHNOLOGIES
911 CENTRAL PKWY N., #200
SAN ANTONIO TX 78232
FAX (210)403-8905

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: TAX COLLECTION
956-289-7472

Contract No:

Special Instructions:
C-182

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	DATA CONVERSION ASSISTANCE FOR THE CITY OF HIDALGO INVOICE NUMBER: 596-11-0914 TIME PERIOD OCTOBER 1, 2011	5,000.00	5,000.00
		Account No	Encumbrance	
		1-1100-415-15-140-001-0-336	5,000.00	
			Freight	.00
			Total	5,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

SOLE SOURCE DECLARATION

"ORDER"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Date: September 28, 2011

Re: "Sole Source Declaration" Appraisal and Collection Technologies , LLC

Hidalgo County currently contracts with Appraisal and Collection Technologies, LLC (ACT) for the implementation of an automated tax collection system. The contract term is from July 1, 2010 through June 30, 2015.

The Hidalgo County Tax Office currently collects for 37 tax jurisdictions for billing, collecting, and distribution of their respective tax revenues and all information at the term of contracting was converted.

The City of Hidalgo requested that Hidalgo County collect its ad valorem taxes and Commissioner's Court has approved the request. The City of Hidalgo does not contract with ACT and thus Hidalgo County requires the "conversion" of data from the City to the County's format/platform.

ACT advises Hidalgo County that the work cannot be performed by any other vendor as these data structures and code sets are proprietary to their company's system.

Therefore, Hidalgo County requires the contracting with the sole provider Appraisal and Collection Technologies, LLC for data conversion services in order to collect ad valorem taxes for the City of Hidalgo and any other jurisdiction/political subdivision that requests such tax collection services with Commissioner's Court approval.

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

#202853

ACT / APPRAISAL & COLLECTION TECHNOLOGIES, LLC

911 Central Parkway North, Suite 200 · San Antonio, TX 78232
(210) 403-8670 · 1-877-4ACTTAX · FAX (210) 403-8905
www.acttax.com

INVOICE

Appraisal & Collection Technologies
A Division of Linebarger Goggan Blair & Sampson, LLP
911 Central Park North, Suite 200
San Antonio, Texas 78232
210-403-8670/Fax 210-403-8905

INVOICE NO: 596-11-0914

DATE: September 14, 2011

TO: Fernando Cantu
Hidalgo County Tax Office
2804 South Business Hwy 281
Edinburg, TX 78539

RE: Hidalgo County

Time Period	DESCRIPTION	UNIT PRICE	AMOUNT
10/01/2011	Data Conversion Assistance- City of Hidalgo	**$5,000.00**	**$5,000.00**
	PLEASE REMIT PAYMENT TO: **APPRAISAL & COLLECTION TECHNOLOGIES** **ATTN: BLAIR RILEY** **911 CENTRAL PARKWAY NORTH, SUITE 200** **SAN ANTONIO, TX 78232**		
		SUBTOTAL	$5,000.00
		SALES TAX	$0.00
		SHIPPING & HANDLING	$0.00
		TOTAL DUE	**$5,000.00**

INVOICE RECEIVED BY:
Courtyo Hidalgo 9/16/11
GOODS/SERVICES RECEIVED BY:
Tax Office on _____
1-1100-415-15-140-001-0-336
PO#
B
9/19/11

Make all checks payable to: Linebarger Goggan Blair & Sampson, LLP.
If you have any questions concerning this invoice, call Daisy Power, 210-253-5669.

THANK YOU FOR YOUR BUSINESS!

PLEASE RETURN A COPY OF THIS INVOICE ALONG WITH YOUR PAYMENT FOR PROPER CREDIT TO YOUR ACCOUNT.

ACT!
APPRAISAL & COLLECTION TECHNOLOGIES

911 Central Parkway North, Suite 200 · San Antonio, TX 78232
(210) 403-8670 · 1-877-4ACTTAX · FAX (210-403-8905
www.acttax.com

September 28, 2011

Ms. Mary Garcia Jackson
Administrative Assistant
Hidalgo County Tax Office
2804 S. Bus. Hwy 281
Edinburg, Texas 78539

Dear Ms. Jackson:

This letter is written to explain our invoice related to the conversion costs quoted for the consolidation of the City of Hidalgo tax records into the record set for Hidalgo County. Mr. Armando Barrera contacted me to request I quote an amount for ACT to perform the task of integrating the tax records for the City of Hidalgo into the records for Hidalgo County. The work involves accepting data files from the City of Hidalgo tax office and transforming them into the data structures and codes used to process taxes for Hidalgo County. This work cannot be performed by any other vendor as these data structures and code sets are proprietary. Please let me know if I can provide any additional information.

Thank You

Jim Brod
Chief Executive Officer

#202853

ACT / APPRAISAL & COLLECTION TECHNOLOGIES, LLC

911 Central Parkway North, Suite 200 · San Antonio, TX 78232
(210) 403-8670 · 1-877-4ACTTAX · FAX (210) 403-8905
www.acttax.com

INVOICE

Appraisal & Collection Technologies
A Division of Linebarger Goggan Blair & Sampson, LLP
911 Central Park North, Suite 200
San Antonio, Texas 78232
210-403-8670/Fax 210-403-8905

INVOICE NO: 596-11-0914

DATE: September 14, 2011

TO: Fernando Cantu
Hidalgo County Tax Office
2804 South Business Hwy 281
Edinburg, TX 78539

RE: Hidalgo County

Time Period	DESCRIPTION	UNIT PRICE	AMOUNT
10/01/2011	Data Conversion Assistance- City of Hidalgo	**$5,000.00**	**$5,000.00**
	PLEASE REMIT PAYMENT TO: **APPRAISAL & COLLECTION TECHNOLOGIES** **ATTN: BLAIR RILEY** **911 CENTRAL PARKWAY NORTH, SUITE 200** **SAN ANTONIO, TX 78232**		
		SUBTOTAL	$5,000.00
		SALES TAX	$0.00
		SHIPPING & HANDLING	$0.00
		TOTAL DUE	**$5,000.00**

INVOICE RECEIVED BY: Courtney Hicks 9/16/11
GOODS/SERVICES RECEIVED BY: Tax Office on _____
1-1100-415-15-140-001-0-336
PO# _____ B [illegible] 9/19/11

Make all checks payable to: Linebarger Goggan Blair & Sampson, LLP.
If you have any questions concerning this invoice, call Daisy Power, 210-253-5669.

THANK YOU FOR YOUR BUSINESS!

PLEASE RETURN A COPY OF THIS INVOICE ALONG WITH YOUR PAYMENT FOR PROPER CREDIT TO YOUR ACCOUNT.

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

SOLE SOURCE DECLARATION

"ORDER"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Date: October 4, 2011

Re: "Sole Source Declaration" Appraisal and Collection Technologies, LLC

Hidalgo County currently contracts with Appraisal and Collection Technologies, LLC (ACT) for the implementation of an automated tax collection system. The contract term is from July 1, 2010 through June 30, 2015.

The Hidalgo County Tax Office currently collects for 37 tax jurisdictions for billing, collecting, and distribution of their respective tax revenues and all information at the term of contracting was converted.

The City of Hidalgo requested that Hidalgo County collect its ad valorem taxes and Commissioner's Court has approved the request. The City of Hidalgo does not contract with ACT and thus Hidalgo County requires the "conversion" of data from the City to the County's format/platform.

ACT advises Hidalgo County that the work cannot be performed by any other vendor as these data structures and code sets are proprietary to their company's system.

Therefore, Hidalgo County requires the contracting with the sole provider Appraisal and Collection Technologies, LLC for data conversion services in order to collect ad valorem taxes for the City of Hidalgo and any other jurisdiction/political subdivision that requests such tax collection services with Commissioner's Court approval.

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

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) 318-2553

9/29/11

To: Martha "Marty" Salazar
Hidalgo County Purchasing Agent, CPPB

From: Armando Barrera Jr.
Hidalgo County Tax Assessor – Collector

Date: September 29, 2011

Subject: Appraisal Collection & Technologies

This letter is written to explain our invoice: 596-11-0914 dated: 9/14/2011 related to the Conversion quoted for the consolidation of the City of Hidalgo. This invoice is a quotation only. Services have not and will not be rendered until a Purchase Order is issued. Please let me know if any other additional information is needed.

Thank you,

Armando Barrera Jr.

ACT!
APPRAISAL & COLLECTION TECHNOLOGIES

911 Central Parkway North, Suite 200 · San Antonio, TX 78232
(210) 403-8670 · 1-877-4ACTTAX · FAX (210-403-8905
www.acttax.com

September 28, 2011

Ms. Mary Garcia Jackson
Administrative Assistant
Hidalgo County Tax Office
2804 S. Bus. Hwy 281
Edinburg, Texas 78539

Dear Ms. Jackson:

This letter is written to explain our invoice related to the conversion costs quoted for the consolidation of the City of Hidalgo tax records into the record set for Hidalgo County. Mr. Armando Barrera contacted me to request I quote an amount for ACT to perform the task of integrating the tax records for the City of Hidalgo into the records for Hidalgo County. The work involves accepting data files from the City of Hidalgo tax office and transforming them into the data structures and codes used to process taxes for Hidalgo County. This work cannot be performed by any other vendor as these data structures and code sets are proprietary. Please let me know if I can provide any additional information.

Thank You

Jim Brod
Chief Executive Officer

AI-28098 **21. F. 1.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise with approval of plans and specifications developed by project architect GIGNAC & Associates LLP for Hidalgo County -Construction of Sheriff's Office Substation in the Precinct No. 1 Area. RFB No. 2011-032-11-01-MSS.

BACKGROUND

Proposed Procurement Dates:
First Advertisement.....October 8, 2011
Second Advertisement.....October 15, 2011

Pre-Bid Conference.....October 18, 2011 @ 2:00 PM -HC Purchasing Conference Room

Bid Openings.....November 1, 2011

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1336-423-00-280-036-0-720

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

BUDGETARY IMPACT:

Available balance as of 8-25-11 $2,361,932.37

Attachments

Sheriff's Office and Prodigy Acceptance of Plans

Pages from Plans Set

Pages from Final Specifications Booklet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/25/2011 08:50 AM
Budget & Management	Merlen P. Munoz	08/25/2011 08:52 AM
Manuel Chapa	Manuel Chapa	08/31/2011 08:19 AM
Moises Salazar	Moises Salazar	09/29/2011 11:42 AM
Auditor's Office	Arcilia Duran	09/30/2011 08:58 AM
Martha Salazar	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Moises Salazar Started On: 08/17/2011 08:04 AM

Final Approval Date: 09/30/2011

Moises Salazar

From: Anacleto Martinez [anacleto.martinez@hidalgoso.org]
Sent: Friday, September 30, 2011 11:10 AM
To: Moises Salazar
Cc: rocio.villarreal@co.hidalgo.tx.us
Subject: Re: ACCEPTANCE OF PLANS AND SPECIFICATIONS -Construction of Sheriff's Office Substation in the Pct. 1 Area

Mosies,

After our last review of the plans and specifications for the East Sub-station at purchasing, we are satisfied with what was discussed and what was presented as it relates to the plans and specifications. We are now eady to accept the submitted items for presentation to Commissioner's Court.

Chief Martinez
Hidalgo County Sheriff's Office

-----Original Message-----
From: "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>
Sent 9/29/2011 4:25:08 PM
To: "'Anacleto Martinez'" <anacleto.martinez@hidalgoso.org>, "'Juan Tapia'" <juan.tapia@hidalgoso.org>, "'Alex Palacios'" <apalacios@prodigycompany.com>
Cc: "'Rocio Villarreal'" <rocio.villarreal@co.hidalgo.tx.us>
Subject: ACCEPTANCE OF PLANS AND SPECIFICATIONS -Construction of Sheriff's Office Substation in the Pct. 1 Area

We have initiated the agenda for the approval of plans and specifications for the above mentioned project. We are requesting for you to provide a written confirmation of acceptance of plans and specifications as presented by GIGNAC. This confirmation needs to be provided by the Sheriff's Office (End-User) and Prodigy (Project Construction Manager).
This information is vital for the continuation of the agenda as it will be added as agenda backup.

Should you have any questions or need additional information, please do not hesitate to contact our office.

Thank you.

From the desk of:
Moises Salazar, Buyer II
Hidalgo County Purchasing Department
(956) 292-7000 Ext. 4863
(956) 292-7612 Fax
moises.salazar@co.hidalgo.tx.us

PRODIGY CONSTRUCTION MANAGEMENT LLC.

"Accountability that is Measurable and Attainable"

September 30, 2011

Anacleto Martinez; Chief Deputy
Hidalgo County Sheriffs Office
711 El Cibolo Rd.
Edinburg, Texas 78540

Dear Chief Martinez,

As per the request of the County Purchasing Department, from our last meeting held on Tuesday September 27, 2011, It is my understanding from Gignac Associates representative Mr. Juan Mujica that the his project managers and consulting engineers have corrected and provided ALL the corrected "red" marks from all involved Hidalgo County representatives.

As an affirmation, based on the information that was presented by Juan Mujica –Giganc Associates representative on Tuesday September 27, 2011, Prodigy Construction Management LLC is in agreement with the architect to proceed and request for the Hidalgo County Commissioner's Court for approval to bid.

We are pending a response from Juan Mujica that he is to provide and include last minute details within the plans and specifications as he has committed before the end of today.

We are requesting approval to proceed.

Thank you

Respectfully,

Alex Palacios; Principal
Project Manager

Enclosure(s): none at this time

3528 Buddy Owens Blvd. McAllen, Texas 78501

HIDALGO COUNTY SHERIFF SUBSTATION

WESLACO, TEXAS

ABBREVIATIONS

THIS IS A GENERAL LIST ALL ABBREVIATIONS DO NOT APPLY

@	AT
A, AMP	AMPERES
AB	ANCHOR BOLT
ABV	ABOVE
A/C	AIR CONDITIONING
ACOU	ACOUSTICAL
ADJ.	ADJUSTABLE
ADMIN	ADMINISTRATIVE
AFC	ABOVE FINISHED CEILING
AFF	ABOVE FINISHED FLOOR
AGG	AGGREGATE
AHU	AIR HANDLING UNIT
ALUM	ALUMINUM
ALT	ALTERNATE
∠	ANGLE
ANOD	ANODIZED
AP	ACCESS PANEL
APC	ACOUSTICAL PANEL CEILING
APPROX	APPROXIMATELY
ARCH, ARCHIL	ARCHITECTURAL
ASSY	ASSEMBLY
AUX	AUXILIARY
AWI	ARCHITECTURAL WOODWORK INSTITUTE
AWP	ACOUSTICAL WALL PANEL
B	
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BM	BEAM
BOS	BOTTOM OF STEEL
BL BOTT	BOTTOM
BRZ	BRONZE
BTU	BRITISH THERMAL UNIT
BUR	BUILT-UP ROOF
C	
C	CENTIGRADE
CAB	CABINET
CFMF	COLD-FORMED METAL FRAMING
CH	COAT HOOK
CHBD	CHALK BOARD
CI	CAST IRON
CJ	CONTROL JOINT
CL, ℄	CENTER LINE
CLG	CEILING
CLO	CLOSET
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CONC	CONCRETE
CONNX	CONNECTION
CONST.	CONSTRUCTION
CONT	CONTINUOUS
CRDR	CORRIDOR
CRS	COURSE
CT	CERAMIC TILE
CTK	CURTAIN TRACK
CU	CUBIC
CUST	CUSTODIAN
CWFP	CEMENTITIOUS WOOD FIBER PLANK
D	
DBL	DOUBLE
DEF	DEFORMED
DIA, ⌀	DIAMETER
DIAG	DIAGRAM
DIM	DIMENSION
DISP	DISPENSER
DIV	DIVISION
DN	DOWN
DP	DAMPPROOFING
DR	DOOR
DS	DOWNSPOUT
DTL	DETAIL
DWG	DRAWING
DWLS	DOWELS
DWR	DRAWER
E	
E, ELEC	ELECTRICAL
EA	EACH
EF	EXHAUST FLUE
EGSB	EXTERIOR GYPSUM SOFFIT BOARD
EIFS	EXTERIOR INSULATED FINISH SYSTEM
EJ	EXPANSION JOINT
EL, ELEV	ELEVATION
EQ	EQUAL
EQUIP	EQUIPMENT
ETC	ET CETERA
EW	EACH WAY
EWC	ELECTRIC WATER COOLER
EXGR	EXISTING GRADE
EXH	EXHAUST
EXIST, EXG	EXISTING
EXP	EXPANSION
EXPD	EXPOSED
EXT	EXTERIOR
F	
F	FAHRENHEIT
FA	FIRE ALARM
FC	FIRE CODE
FD	FLOOR DRAIN
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FF	FINISH FLOOR
FGD	FINISH GRADE
FHC	FIRE HOSE CABINET
FIN	FINISH
FLASH	FLASHING
FLR	FLOOR
FOC	FACE OF CONCRETE
FOM	FACE OF MASONRY
FOLD PART	FOLDING PARTITION
FRP	FIBER REINFORCED PLASTIC
FR-WD	FIRE-RETARDANT TREATED WOOD
FS	FOOT SCRAPER
FT	FEET
fy	YIELD STRESS
FUR	FURRING
G	
G	GAS
GA	GAUGE
GALV	GALVANIZED
GB	GRAB BAR
GC	GENERAL CONTRACTOR
GD	GRADE
GDM, GYP.BD.	GYPSUM DRYWALL
GEN	GENERAL
GL	GLASS
GND	GROUND
GSFT	GLAZED STRUCTURAL FACING TILE
GWB	GYPSUM WALLBOARD
GYP	GYPSUM
H	
HB	HOSE BIBB
HC	HANDICAPPED, HOLLOW CORE
HCFV	HOLLOW CORE FINISH VENEER
HD	HEAD, HEADED, HEAVY DUTY
HDG	HOT-DIPPED GALVANIZED
HDWR	HARDWARE
HDWC	HANDICAP ELECTRIC WATER COOLER
HM	HOLLOW METAL
HORIZ, H	HORIZONTAL
HR, HRS	HOUR, HOURS
HT	HEIGHT
HWD	HARD WOOD
I	
IAW	IN ACCORDANCE WITH
ID	INSIDE DIAMETER, DIMENSION
IG	INSULATING GLASS
IN	INCH, INCHES
INC	INCANDESCENT
INCL	INCLUDING
INSUL	INSULATION
INT	INTERIOR
J	
JAN	JANITOR
JST	JOIST
JT	JOINT
L	
L	ANGLE SHAPE
LAM	LAMINATE
LAV	LAVATORY
LB	POUND
LF	LINEAR FOOT
LG	LENGTH
LIB	LIBRARY
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LSD	LIQUID SOAP DISPENSER
LVR	LOUVER
LW	LIGHTWEIGHT
M	
MAS	MASONRY
MAINT	MAINTENANCE
MAX	MAXIMUM
MB	MARKER BOARD
MC	MEDICINE CABINET
MECH, MECH'L	MECHANICAL
MFR	MANUFACTURER
MGR	MANAGER
MH	MANHOLE
MID	MIDDLE
MIN	MINIMUM
MIR	MIRROR
MISC	MISCELLANEOUS
MKRD	MARKER BOARD
MM	MILLIMETER
MMB	MEMBRANE
MO	MASONRY OPENING
MPH	MILES PER HOUR
MTCS	MULTI-TONE COLOR SYSTEM
MTLMET	METAL
MULL	MULLION
N	
NA	NOT APPLICABLE
NEG	NEGATIVE
NIC	NOT IN CONTRACT
NO, #	NUMBER
NTS	NOT TO SCALE
O	
OC	ON CENTER
OD	OUTSIDE DIAMETER/DIMENSION
OFF	OFFICE
OH	OVERHEAD
OPH	OPPOSITE HAND
OPNG	OPENING
OPP	OPPOSITE
ORD	OVERFLOW ROOF DRAIN
P	
PA	PUBLIC ADDRESS
PAR	PARALLEL
PCP	PORTLAND CEMENT PLASTER
PEN	PENETRATION
PERP	PERPENDICULAR
PG	PLATE GLASS
PL, ℗	PLATE
PLAS LAM	PLASTIC LAMINATE
PLAS	PLASTER
PLT	PLASTIC
PLYWD	PLYWOOD
PNL	PANEL
POS	POSITIVE
PR	PAIR
PREFAB	PREFABRICATED
PRETNL PF	PRETENSIONED
PNT	PAINT, PAINTED
PNTGR	PAINT GRADE
PT	PRESSURE TREATED
PTD	PAPER TOWEL DISPENSER
PTN	PARTITION
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
Q	
QA	QUALITY ASSURANCE
QT	QUARRY TILE
R	
R	RADIUS
RA	RETURN AIR
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
REINF	REINFORCED, REINFORCEMENT
REF	REFER, REFERENCE
REP	REPRESENTATIVE
REQD	REQUIRED
RO	ROUGH OPENING
RM	ROOM
RV	ROOF VENT
S	
SB	SPLASH BLOCK
SC	SOLID CORE
SCFV	SOLID CORE FLUSH VENEER
SCHED	SCHEDULE
SD	SMOKE DETECTOR
SEC	SECONDARY
SF	SQUARE FEET
SGFT	STRUCTURAL GLAZED FACING TILE
SGL	SINGLE
SHL, SHT	SHEET
SHR	SHOWER
SIM	SIMILAR
SJ	SAWN CONTROL JOINT
SLD	SEALED
SND	SANITARY NAPKIN DISPOSAL UNIT
SNT	SEALANT
SNV	SANITARY NAPKIN VENDOR
SPA	SPACES
SQ	SQUARE
SR	SHOWER ROD
SS	STAINLESS STEEL
SSK	SERVICE SINK
STD	STANDARD
STL	STEEL
STOR	STORAGE
STRUCT,STRCT	STRUCTURE, STRUCTURAL
SUS	SUSPENDED
T	
T, TEL	TELEPHONE
T	TOP
TB	TACKBOARD
TC	TEACHER CABINET
TECH	TECHNICAL
TEMP	TEMPERATURE
TKBD	TACKBOARD
TKS	TACK STRIP
TKSF	TACK SURFACE
TLT	TOILET
TOC	TOP OF CURB
TOD	TOP OF DRAIN
TOM	TOP OF MASONRY
TOS	TOP OF STEEL
TP	TOILET PARTITION
TTD	TOILET TISSUE DISPENSER
TYP	TYPICAL
U	
UBC	UNIFORM BUILDING CODE
UON	UNLESS OTHERWISE NOTED
URS	URINAL SCREEN
UTIL	UTILITY
V	
V, VERT	VOLTS
VCT	VERTICAL
VCHD	VINYL COMPOSITION TILE
VEST	VENDING
VIR	VESTIBULE
VWC	VENT THROUGH ROOF
	VINYL WALL COVERING
W	
W	WATTS
W/	WITH
WB	WIND BRACE
WBBP	WIND BRACE BASEPLATE
WC	WATER CLOSET
WD	WOOD
WH	WATER HEATER
WNDW	WINDOW
WO	WITHOUT
WOM	WOMEN
WP	WEATHERPROOF
WPG	WATERPROOFING
WR	WASTE RECEPTICLE
WRGD	WATER RESISTANT GYPSUM DRYWALL
WR-WD	WATER-RESISTIVE TREATED WOOD
WSTRP	WEATHER-STRIP
WT	WEIGHT
WWF	WELDED-WIRE FABRIC

MATERIAL LEGEND

THIS IS A GENERAL LIST ALL MATERIALS DO NOT APPLY

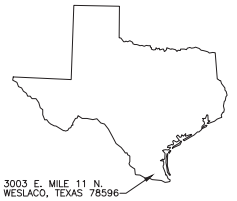
- EARTH (UNDISTURBED)
- EARTH (COMPACTED)
- POROUS FILL (STONE OR GRAVEL, ETC.)
- ROCK
- STRUCTURAL CONCRETE
- BRICK (COMMON OR FACE)
- CONCRETE MASONRY UNITS (CMU)
- GLAZED STRUCTURAL FACING TILE (GSFT)
- CUT STONE
- METAL (LARGE SCALE)
- METAL (SMALL SCALE)
- RESILIENT FLOORING
- ACOUSTICAL CEILING TILE
- TERRAZZO
- PLASTER, SAND, CEMENT, GROUT
- GYPSUM DRYWALL
- CERAMIC TILE
- GLASS
- RIGID INSULATION
- BATT INSULATION
- ROUGH WOOD (CONTINUOUS)
- ROUGH WOOD (NON-CONTINUOUS)
- FINISH WOOD
- PLYWOOD

SYMBOL LEGEND

THIS IS A GENERAL LIST ALL SYMBOLS DO NOT APPLY

- NAME / A101 — ROOM NAME AND NUMBER
- 1 / A — COLUMN REFERENCE GRID (LETTER,NUMBER)
- 1 — DOOR NUMBER
- A5.1 / 1 — SECTION
- 1/A1 — ELEVATION
- A5.1 — DETAIL
- A — WINDOW TYPE
- 1 — PARTITION TYPE
- EXISTING TO REMAIN
- NEW CONSTRUCTION
- EXISTING TO BE REMOVED

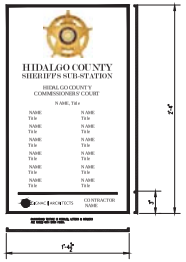
LOCATION MAP



3003 E. MILE 11 N.
WESLACO, TEXAS 78596

PROJECT SITE MAP

PLAQUE



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GIGNAC ARCHITECTS
416 STARR STREET
CORPUS CHRISTI, TEXAS 78401
T 361.884.2661
F 361.884.4232

222 E. VAN BUREN
SUITE 102
HARLINGEN, TEXAS 78550
T 956.365.4820
F 956.365.4822

Consultants:
MEP:
DBR Engineering Consultants, Inc.
STRUCTURAL:
Hinojosa Engineering, Inc.
CIVIL:
DOS Logistics, Inc.
Inc.

SIGNED 09/23/2011
EXPIRATION DATE 11/10/2011

SHERIFF'S SUBSTATION

HIDALGO COUNTY

WESLACO, TEXAS

KEYPLAN

Project Number:	07.10
Drawing Date:	09/23/2011
Drawn:	RH
Checked:	RG
Scale:	AS SHOWN
ACAD File:	

Revisions:

Sheet Title:
COVER SHEET

Sheet No.:
G1.0

1. GENERAL NOTES

1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH CITY OF WESLACO, HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT NO.1. (HCDD #1), NORTH ALAMO WATER SUPPLY COMPANY AND TxDOT.
2. ALL CONSTRUCTION TO BE COORDINATED WITH CITY OF WESLACO, HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT NO.1, NORTH ALAMO WATER SUPPLY COMPANY AND TxDOT.
3. PRIOR TO THE COMMENCEMENT OF ANY WORK AT PROJECT SITE, CONTRACTOR SHALL VERIFY WITH HIDALGO COUNTY, CITY OF WESLACO AND TxDOT. THAT PROPOSED CONSTRUCTION METHODS WILL NOT INTERFERE OR IMPEDE ANY DAILY ACTIVITY OF HIDALGO COUNTY, CITY OF WESLACO AND TxDOT LOCATED IN THIS SITE.
4. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE SAFETY OF THE PEDESTRIANS AND ALL VEHICULAR TRAFFIC FROM CONSTRUCTION RELATED ACTIVITIES DURING THE COURSE OF THIS PROJECT.
5. ANY FINES AND/OR PENALTIES FOR FAILURE TO MAINTAIN AND/OR IMPLEMENT EROSION AND SEDIMENT CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. CONCRETE SHALL BE SAW CUT WHERE AN EXISTING CONCRETE STRUCTURE IS TO BE PARTIALLY REMOVED.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAINING HIS EMPLOYEES AND SUBCONTRACTORS IN THE RECOGNITION AND AVOIDANCE OF UNSAFE CONDITIONS, AND IN THE REGULATIONS AND HAZARDS WHICH APPLY TO THE AREA IN WHICH THE WORK WILL TAKE PLACE.
8. ALL SAFETY EXPOSURES OR VIOLATIONS SHALL BE RECTIFIED IMMEDIATELY BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PROTECTION OF PERSONS AND PROPERTY, AND FOR PROVIDING SAFE WORKING CONDITIONS THROUGHOUT THE WORK PROGRESS. ALL AREAS ADJACENT TO THE CONSTRUCTION AREA OR AFFECTED BY THE CONSTRUCTION MUST BE PROTECTED FROM DAMAGE, CLEANED, AND RESTORED TO THE ORIGINAL CONDITION AT NO ADDITIONAL EXPENSE TO THE OWNER.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL CLEARANCES AND PERMITS AS NECESSARY, PRIOR TO THE COMMENCEMENT OF THE WORK.
10. WORK AREAS SHALL BE KEPT, AT ALL TIMES, FREE OF DEBRIS AND NON – HAZARDOUS MATERIAL TO THE SATISFACTION OF THE OWNER. ALL EXISTING PIPING AND CONDUITS SHALL HAVE TEMPORARY PROTECTION DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE STORAGE OF MATERIALS, PARKING OF VEHICLES, AND RESTRICTIONS OF WORK WITH THE OWNER AFTER PROJECT COMPLETION, THE SITE SHALL BE CLEANED UP TO ITS CONDITION PRIOR TO THE START OF THE PROJECT TO THE SATISFACTION OF THE OWNER.
11. THE SEQUENCE OF CONSTRUCTION SHALL BE SCHEDULED AND COORDINATED WITH THE OWNER.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING CONDITIONS, AND SHALL PERFORM FIELD MEASUREMENTS PRIOR TO FABRICATION AND / OR PURCHASE OF ANY MATERIAL AND SHALL CONTACT THE ENGINEER SHOULD EXISTING CONDITIONS BE DIFFERENT FROM THE DESIGN DRAWINGS FOR THIS PROJECT. CONFLICTS ARISING DUE TO LACK OF COORDINATION SHALL BE THE RESPONSIBILITY AND AT THE EXPENSE OF THE CONTRACTOR.
13. THE CONTRACTOR SHALL NOT FABRICATE OR INSTALL MEMBERS AS SHOWN ON THE DRAWINGS IF THERE ARE DISCREPANCIES OR CONFLICTS BETWEEN THE EXISTING CONDITIONS AND THE INFORMATION SHOWN ON THE DRAWINGS, UNTIL SUCH DISCREPANCIES HAVE BEEN RESOLVED. PRIOR TO FABRICATION OF INSTALLATION, THE CONTRACTOR SHALL IMMEDIATELY CALL SUCH DISCREPANCIES OR CONFLICTS TO THE ATTENTION OF THE ENGINEER.
14. ANY REQUIRED CHANGES TO THE DRAWINGS RESULTING FROM THE ACCEPTANCE OF ALTERNATES AND / OR SUBSTITUTIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE SUBMITTED TO THE OWNER AND THE ENGINEER FOR APPROVAL.
15. ALL CONTRACT WORK IN THESE DRAWINGS SHALL BE CARRIED OUT IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING NATIONAL CODES AND STANDARDS:

A. INTERNATIONAL BUILDING CODES, 2006 (IBC2006)
B. AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) 7–05
C. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)
D. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
E. INTERNATIONAL FIRE CODE (IFC 2006)
F. TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (2006)

16. THE CONTRACTOR SHALL DISPOSE OF ALL MATERIALS REMOVED WHICH ARE NOT TO BE REINSTALLED OR SALVAGED ON THE PROJECT. DISPOSAL OF MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
17. EXCAVATIONS SHALL NOT BE MADE DURING INCLEMENT WEATHER. WATER ACCUMULATION IN EXCAVATIONS EXCEEDING 1 INCH SHALL BE PUMPED OUT BEFORE ANY CONCRETE IS PLACED.
18. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE DESIGN AND IMPLEMENTATION OF TRENCH SAFETY PROGRAM. THE CONTRACTOR SHALL APPOINT A TRENCH SAFETY FOREMAN WHO WILL BE ON SITE AT ALL TIMES WHILE TRENCHING OR EXCAVATION IS BEING PERFORMED. ALL EXCAVATIONS AND BACKFIL OPERATIONS SHALL BE IN ACCORDANCE WITH THE LATEST OSHA EXCAVATIONS SAFETY STANDARDS, OSHA 2226 AND 29 CFR PART 1926 SUBPART P. THE CONTRACTOR SHALL PROVIDE AN EXCAVATION PLAN PREPARED BY AN ENGINEER REGISTERED IN THE STATE OF TEXAS. THE EXCAVATION PLAN SHALL INDICATE THE PROCEDURES TO BE USED BY THE CONTRACTOR TO COMPLY WITH THE OSHA REQUIREMENTS. THE EXCAVATION PLAN SHALL IDENTIFY THE COMPETENT PERSON) AS REQUIRED BY PARAGRAPH 1926.651 (K) (1) THAT WILL WORK WITH EACH CREW.
19. PERMITTING ASSOCIATED WITH THE PROJECT INCLUDES BUT ARE NOT LIMITED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) CONSTRUCTION SITE STORM WATER PERMIT NOTICE OF INTENT (NOI) FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES UNDER THE TPDES CONSTRUCTION GENERAL PERMIT (TXR 150000). THIS PERMIT IS REQUIRED FOR CONSTRUCTION ACTIVITIES INCLUDING CLEARING, GRADING, AND EXCAVATION ACTIVITIES THAT DISTURB GREATER THAN 5 ACRES TOTAL LAND AREA.
20. CONTRACTOR SHALL MARK ALL AS–BUILT CONDITIONS FOR UTILITIES AND STORM SEWER ON THE PLAN AND SUBMIT TO THE ENGINEER AT END OF PROJECT.
21. THE CONTRACTOR SHALL VISIT THE PROJECT SITE IN ORDER TO BECOME FAMILIAR WITH THE SITE CONDITIONS PRIOR TO COMMENCING ANY WORK. THE CONTRACTOR IS TO RESEARCH THE EXISTING CONDITIONS AND PROPOSED WORK TO BECOME FULLY AWARE OF THE INTENT OF THE WORK. THE CONTRACTOR WILL BE REQUIRED TO ACQUIRE ALL NECESSARY PERMITS AND PAY ASSOCIATED FEES.
22. THE DRAWING SHOWS AS MUCH INFORMATION AS CAN BE REASONABLY OBTAINED BY THE SURVEY CREWS AND FROM EXISTING RECORDS REGARDING THE LOCATION AND NATURE OF PIPELINES, STORM SEWER, WATERLINES, SANITARY SEWER, TELEPHONE CONDUITS, ETC. HOWEVER THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE SUCH UNDERGROUND FEATURES SUFFICIENTLY IN ADVANCE OF OPERATIONS TO PRECLUDE DAMAGE TO SAME.
23. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNMENTAL ONE–CALL REQUIREMENTS AND OTHER REGULATIONS WITH REGARD TO EXISTING UNDERGROUND UTILITIES, PIPELINES, AND OTHER FACILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF CONSTRUCTION.
24. UNDERGROUND UTILITY LINES SHOWN ON THE PLANS CONSTITUTE AN ATTEMPT BY THE ENGINEER TO LOCATE THESE LINES FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL FIELD LOCATE ALL UNDERGROUND UTILITY LINES AND MAKE PROVISIONS FOR THEIR PROTECTION. IN THE EVENT OF DAMAGE TO UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWINGS, THE CONTRACTOR SHALL MAKE THE NECESSARY REPAIRS TO PLACE THE FACILITIES BACK IN SERVICE. ALL SUCH REPAIRS SHALL CONFORM TO THE REQUIREMENTS OF THE COMPANY OR AGENCY OPERATING THE FACILITY. DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES SHALL BE REPORTED IMMEDIATELY TO THE OWNER OF THE UTILITY AND THE ENGINEER. THE COST OF DAMAGE AND / OR REPAIR TO SAID UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. NO EXTENSION OF TIME WILL BE MADE FOR DELAYS DUE TO UTILITY CONFLICTS.
25. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE CHANGES IN DRAINAGE, WATERLINE, AND SANITARY SEWER GRADES TO PERMIT THE LINES TO PASS ALL UNDERGROUND LINES, AS AUTHORIZED BY THE ENGINEER, AND IN ACCORDANCE WITH TCEQ'S TEXAS ADMINISTRATIVE CODE? CHAPTER 217, 217.53 (D) SEPARATION DISTANCES BETWEEN PUBLIC WATER SUPPLY PIPES AND WASTE WATER COLLECTION SYSTEM PIPES OR MANHOLES.
26. DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR MAY ENCOUNTER EXISTING PIPES WHICH ARE NO LONGER IN SERVICE. THE CONTRACTOR MUST EXPLORE AND RESEARCH THE SITUATION AND PROVIDE EVIDENCE TO THE OWNERS REPRESENTATIVE THAT THE EXISTING PIPE IS ABANDONED. ONCE IT IS ASCERTAINED THAT THE LINE IS ABANDONED, THEN THE CONTRACTOR SHALL REMOVE AND DISPOSE OF SAID PIPE. THIS GENERALLY APPLIES TO ALL WHEN REMOVING DRAINAGE CULVERTS. ACTIVE DRAINAGE CULVERTS MUST BE REINSTALLED IF THEY ARE REMOVED FOR THE PURPOSE OF CONSTRUCTION. ANY ABANDONED LINES TO REMAIN IN PLACE SHALL BE FULLY GROUTED.
27. TRENCH EXCAVATION SHALL NOT PRECEDE BACKFILL BY MORE THAN 200 FEET. NO TRENCH SHALL BE LEFT OPEN AFTER NORMAL WORKING HOURS.
28. PRIOR TO THE COMMENCEMENT OF ANY WORK AT PROJECT SITE, CONTRACTOR SHALL VERIFY WITH OWNER THAT PROPOSED CONSTRUCTION METHODS WILL NOT INTERFERE OR IMPEDE DAILY ACTIVITY OF ANY OWNER FACILITY LOCATED IN THIS SITE.
29. CONTRACTOR SHALL BE RESPONSIBLE FOR DEMOLITION OF EXISTING IMPROVEMENTS ON SITE, INCLUDING ABOVE GROUND AND UNDERGROUND. CONTRACTOR SHALL REMOVE BELOW – GRADE STRUCTURES TO THREE FEET BELOW NATURAL GRADE OR TO SUCH DEPTH AS MAY BE REQUIRED TO MAINTAIN SUBSURFACE STABILITY OF THE SOIL.
30. CONTRACTOR SHALL BACKFILL ALL VOIDS LEFT BY DEMOLITION AND COMPACT IN A MANNER SUITABLE TO FINAL IMPROVEMENTS.
31. ALL DEMOLISHED MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE PROMPTLY REMOVED FROM THE SITE UNLESS NOTED OTHERWISE ON THE DRAWINGS.
32. ANY DAMAGE TO EXISTING DRAINAGE, PRIVATE UTILITY, OR OTHER STRUCTURES SHALL BE REPAIRED TO PRE–CONSTRUCTION CONDITION AT CONTRACTOR'S EXPENSE.
33. ALL OPEN EXCAVATIONS SHALL BE ENCLOSED WITH ORANGE SAFETY FENCE AT ALL TIMES.
34. EXCESS EXCAVATED MATERIAL, MUCK, VEGETATION, BROKEN CONCRETE, RC PIPE, AND OTHER UNWANTED MATERIAL BECOMES THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR. THE COST OF ALL HAULING IS CONSIDERED INCIDENTARY, THEREFORE, NO DIRECT PAYMENT WILL BE MADE TO THE CONTRACTOR.
35. THE QUANTITIES OF THE WORK AND MATERIALS SHOWN ON THE PLANS APPROXIMATELY REPRESENT THE WORK TO BE PERFORMED AND MATERIALS TO BE FURNISHED, AND ARE FOR THE PURPOSE OF COMPARING THE BIDS ON A UNIFORM BASIS. PAYMENT WILL BE MADE BY THE OWNER TO THE CONTRACTOR ONLY FOR THE ACTUAL QUANTITIES OF WORK PERFORMED OR MATERIALS FURNISHED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, AND IT IS UNDERSTOOD THAT QUANTITIES MAY INCREASE OR DECREASE WITHOUT IN ANY WAY INVALIDATING THE BID PRICE.
36. SEEDING FOR EROSION CONTROL SHALL BE APPLIED ON ALL NON – GRASS AREAS DISTURBED BY THE CONTRACTORS OPERATIONS, INCLUDING EMBANKMENTS, GRADED AREAS, LAYDOWN AREAS, ETC.,THE QUANTITY OF PURE LIVE SEED AND TYPE REQUIRED ARE INDICATED BELOW:

COMMON NAME	SCIENTIFIC NAME	LB/ACRE OF PURE LIVE SEED FOR MIXTURES	
		A	B
GREEN SPRANGLETOP	LEPTOCHLOA DUBIA	1.4	–
SIDEOATS GRAMA (PREMIER)	BOUTELOUA CURTIPENDULA	–	0.6
BERMUDA GRASS (HULLED)	CYNODON DACTYLON	7.4	–
BERMUDA GRASS (UNHULLED)	CYNODON DACTYLON	–	30.0
K–R BLUESTEM	ANDROPOGON ISCHAEMUM	1.2	1.5
BUFFALO GRASS	BUCHLOE DACTYLOIDES	4.2	–
ANNUAL RYE GRASS	LOLIUM MULTIFLORUM	5.0	20.0

MIXTURE – A: RECOMMENDED FOR SANDY SOILS PLANTED BETWEEN DECEMBER 1 THROUGH MAY 1.
MIXTURE – B: RECOMMENDED FOR ALL SOILS PLANTED BETWEEN MAY 2 THROUGH NOVEMBER 30.

THE FERTILIZING, SEEDING, AND WATERING OPERATIONS SHALL BE ACCOMPLISHED WITH EQUIPMENT SUITABLE FOR THE REQUIRED FUNCTION. CONTRACTOR SHALL FERTILIZE AND WATER TO ASSURE 95% OF THE SEEDED AREA HAS ESTABLISHED GROWTH WITHIN 45 CALENDAR DAYS. ESTABLISHED GROWTH IS DEFINED AS AT LEAST ONE PLANT PER SQUARE FOOT WITH NO BARE SPOTS LARGER THAN TEN (10) SQUARE FEET.

37. ALL TESTS REQUIRED TO VERIFY MATERIALS AND CONSTRUCTION SHALL BE PERFORMED BY A RECOGNIZED MATERIALS TESTING LABORATORY APPROVED BY THE ENGINEER. THE COST OF THE LABORATORY TESTING WILL BE BORNE BY THE CONTRACTOR.
38. THE CONTRACTOR SHALL SUBMIT, FOR ENGINEER'S APPROVAL, TEST REPORTS FOR ALL MATERIALS TO BE USED IN THE PROJECT, TO VERIFY COMPLIANCE WITH THE PROJECT REQUIREMENTS. SUBMITTALS SHALL BE MADE AT LEAST 10 DAYS PRIOR TO INCORPORATING THE ITEM INTO THE WORK. IN–PLACE DENSITY TEST REPORTS VERIFYING COMPACTION OF MATERIALS (SUCH AS SUBGRADE, BASE, H.M.A.C.P., EMBANKMENT, ETC.) SHALL BE SUBMITTED TO THE ENGINEER WITHIN 7 DAYS FOLLOWING INSTALLATION OF THE MATERIAL.
39. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL THROUGHOUT THE DURATION OF THE CONTRACT IN ACCORDANCE WITH THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", TRAFFIC CONTROL PLANS AND BARRICADE AND CONSTRUCTION SHEETS.
40. THE CONTRACTOR SHALL NOTIFY PARTIES AFFECTED BY CONSTRUCTION ACTIVITIES A MINIMUM OF 48 HOURS IN ADVANCE OF CONSTRUCTION. THE FOLLOWING ARE TELEPHONE NUMBERS FOR THE ENTITIES MOST LIKELY TO BE AFFECTED:

DIG TESS.....(800) 344–8377
TEXAS ONE CALL SYSTEM.....(800) 245–4545
TEXAS EXCAVATION SAFETY SYSTEM.....(800) 344–8377
LONE STAR NOTIFICATION COMPANY.....(800) 669–8344
SOUTHWESTERN BELL LOCATE GROUP.....(800) 828–5127
AMERICAN ELECTRIC POWER (AEP TEXAS).....(877) 373–4858
IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY NO OTHER ENTITIES WILL BE AFFECTED.

2. WATERLINES

1. THE CONTRACTOR SHALL COORDINATE WITH NORTH ALAMO WATER SUPPLY COMPANY FOR WATER CONNECTION TIE–INS.
2. WATER METERS SHALL BE ACCESSIBLE DURING CONSTRUCTION.
3. WATERLINES SHALL BE PLACED TO DEPTH AS PER NORTH ALAMO WATER SUPPLY COMPANY WATERLINE MINIMUM COVER REQUIREMENTS ON WATER DETAIL SHEETS. HOWEVER, DUE TO CONFLICTS IT MAY BE NECESSARY TO PLACE THE LINE DEEPER AT THESE LOCATIONS. IT IS NOT INTENDED THAT THE LINES BE PLACED AT THESE DEPTHS FOR LONG DISTANCES. THESE DEPTHS ARE TYPICALLY TO BE ATTAINED BY VERTICAL OFFSETS WITH BENDS AND EXTEND SHORT DISTANCE. THIS SHALL BE COORDINATED WITH THE THE OWNER.
4. CONNECTIONS TO THE EXISTING WATERLINE WILL BE PAID FOR AS PER BID ITEM.

A. ANY CONNECTION TO EXISTING WATERLINES SHALL BE COORDINATED WITH THE THE OWNER.
B. THE CONTRACTOR SHALL NOT BE OPERATING EXISTING VALVES WITHOUT PRIOR PERMISSION FROM THE THE OWNER.
C. UNLESS OTHERWISE NOTED, NEW WATERLINE SHALL BE PVC MEETING THESE MINIMUM REQUIREMENTS:

1. 1.5 IN THROUGH 3 IN, ASTM D2241, SDR 26
2. 4 IN THROUGH 12 IN, AWWA C900, DR 18
3. 14 IN THROUGH 36 IN, AWWA C905, DR 18

D. ALL LINES SHALL HAVE PUSH–ON COMPRESSION GASKET JOINTS.
E. CONTRACTOR SHALL RESTRAIN THE WATER LINE UTILIZING A MECHANICAL RESTRAINT SYSTEM. ALL BENDS, FITTINGS, CHANGES IN DIRECTION, OR OTHER PIPE CONFIGURATIONS SHALL BE SERIES 1300 OR 1350 UNI–FLANGE BLOCK BUSTER RESTRAINT DEVICES BY FORD OR ENGINEER APPROVED SUBSTITUTE.
F. THE METER SHALL BE A 2–1/2 COMPOUND METER, INVENSYS MODEL SRH OR ENGINEER APPROVED SUBSTITUTE WITH BACK FLOW ASSEMBLY. A 2–1/2 STRAINER SHALL BE PROVIDED WITH THE METER. THE STRAINER SHALL BE BRONZE SIMILAR TO THE METER.
G. THE DOUBLE DETECTOR CHECK ASSEMBLY ON THE 2' DOMESTIC WATER SERVICE LINE SHALL BE A FEBCO 850 MASTER SERIES IN–LINE MODEL OR ENGINEER APPROVED SUBSTITUTES.
H. WHERE SANITARY SEWER AND WATER LINES CROSS, THE WATERLINE SHALL BE PLACED OVER THE SEWER WITH A MINIMUM SEPARATION OF 2 FEET. IF THIS IS NOT POSSIBLE, EITHER THE SEWER OR THE WATERLINE SHALL BE CASED WITH A STANDARD 18 FOOT LENGTH OF A LARGER SIZE PIPE.
I. WATERLINES SHALL BE PLACED 36' BELOW FINAL GRADE UNLESS NOTED OTHERWISE. EXISTING WATERLINES TO BE ADJUSTED WHERE NECESSARY. HOWEVER, AT UTILITY CROSSINGS, IT MAY BE NECESSARY TO PLACE WATERLINES DEEPER. THE CONTRACTOR SHALL ENSURE THAT MINIMUM COVER IS MAINTAINED WHEN WATERLINES ARE INSTALLED UNDER DRAINAGE DITCHES.
J. NEW WATERLINES SHALL BE PRESSURE TESTED, DISINFECTED, AND SHALL PASS TWO BACTERIOLOGICAL TESTS PRIOR TO BEING PLACED INTO SERVICE. PRESSURE TESTING AGAINST EQUIPMENT, FITTINGS, METERS, VALVES, BACK–FLOW PREVENTORS, ETC., REQUIRED TO COMPLETE THE TEST. IF A COUPLING OR ADAPTER IS REQUIRED FOR THE FINAL TIE–IN, THE CONTRACTOR SHALL PROVIDE ONE AT HIS COST. ALL REQUIRED TESTING SHALL BE PAID BY TO THE ENGINEER. A REPRESENTATIVE OF THE THE OWNER AND THE ENGINEER SHALL BE PRESENT FOR ALL TESTS.
K. WATER FOR WATERLINE TESTING MAY BE PURCHASED FROM THE WATER SUPPLIER. CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE PURCHASE OF THE WATER.
L. THE TRENCH EXCAVATIONS SHALL BE AT LEAST 12' WIDER THAN THE WATERLINE, UNLESS OTHERWISE NOTED, THE WATERLINE SHALL BE FULLY ENCASED AND SURROUNDED BY CEMENT STABILIZED SAND, THE BEDDING THICKNESS SHALL BE 6' BELOW THE PIPE, 6' ON THE SIDES OF THE PIPE, AND 6' ABOVE THE PIPE. NATIVE SITE SOIL SHALL BE USED FOR TRENCH BACKFILL ABOVE THE BEDDING. TRENCH BACKFILL SHALL BE COMPACTED TO 90% OF STANDARD PROCTOR IN ACCORDANCE WITH ASTM D698 AT MOISTURE CONTENTS – 1% TO + 3% OF OPTIMUM, IF NO PAVEMENT IS FOUND DIRECTLY ABOVE LINE INSTALLATION.
M. ALL VALVES REQUIRING ADJUSTMENT SHALL BE LOCATED BY DIMENSIONS TIED TO EXISTING FEATURES THAT FILL REMAIN IN PLACE. NEW VALVES AND EXISTING FIRE HYDRANT SHALL BE EXTENDED TO FINISH GRADE.
N. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT EXISTING UTILITIES. ALL PIPES AND UTILITIES DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED TO THE THE OWNER SATISFACTION, WITH NO SEPARATE PAYMENT.
O. ALL MATERIAL AND LABOR FOR THE ADJUSTMENT TO FINISH GRADE OF VALVE BOXES SHALL BE FURNISHED BY THE CONTRACTOR AND NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK.

3. SANITARY SEWER

1. MATERIAL FOR THE SANITARY SEWER PIPE SHALL BE SDR 26 PVC MEETING THE REQUIREMENTS OF ASTM D3034.
2. ALL LINES SHALL HAVE PUSH – ON COMPRESSION GASKET JOINTS IN ACCORDANCE WITH ASTM D – 3212.
3. THE TRENCH EXCAVATIONS SHALL BE AT LEAST 12' WIDER THAN THE SANITARY SEWER LINE. UNLESS OTHERWISE NOTED, THE SANITARY SEWER LINE SHALL BE FULLY ENCASED AND SURROUNDED BY GRAVEL BEDDING. THE BEDDING THICKNESS SHALL BE 6' BELOW THE PIPE, 6' ON THE SIDES OF THE PIPE, AND 6' ABOVE THE PIPE. SELECT NATIVE SITE SOIL SHALL BE USED FOR TRENCH BACKFILL ABOVE THE BEDDING. TRENCH BACKFILL SHALL BE COMPACTED TO 90% OF STANDARD PROCTOR IN ACCORDANCE WITH ASTM D698 AT MOISTURE CONTENTS – 1% TO + 3% OF OPTIMUM, IF NO PAVEMENT IS FOUND DIRECTLY ABOVE LINE INSTALLATION.
4. SANITARY SEWER LINES SHALL BE INSTALLED AT THE GRADES AND SLOPES INDICATED ON THE PLANS. SANITARY SEWER LINES SHALL NOT BE INSTALLED AT LESS THAN THE MINIMUM SLOPES ESTABLISHED BY THE TCEQ. FOR 10' LINES, THE MINIMUM SLOPE IS 0.25%; FOR 8' LINES, THE MINIMUM SLOPE IS 0.33%; FOR 6' LINES THE MINIMUM SLOPE IS 0.50%).
5. SANITARY SEWER LINES SHALL BE AIR TESTED AND DEFLECTION TESTED PRIOR TO APPROVAL. A REPRESENTATIVE OF THE SERVICE PROVIDER AND ENGINEER SHALL BE PRESENT FOR ALL TESTS.
6. THE CONTRACTOR SHALL PERFORM DEFLECTION TESTING ON THE COMPLETED SANITARY SEWER SYSTEM. THE TEST SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS. THE TEST SHALL BE ACCOMPLISHED USING A MANDREL HAVING A DIAMETER EQUAL TO 95% OF THE INSIDE PIPE DIAMETER. THE MANDREL SHALL BE PULLED THROUGH THE PIPE WITHOUT THE USE OF MECHANICAL A DEVICE.
7. A LOW PRESSURE AIR TEST SHALL BE PERFORMED ON THE SANITARY SEWER LINES BETWEEN TWO CONSECUTIVE MANHOLES IN ACCORDANCE WITH ASTM C826. MANHOLES SHALL ALSO BE TESTED FOR LEAKAGE BY EITHER PERFORMING A WATER LEAKAGE TEST OR A VACUUM TEST.
8. NEITHER BLUE PVC PIPE NOR DUCTILE IRON PIPE SHALL BE USED FOR SANITARY SEWERS.
9. WHERE NEW SANITARY SEWERS ARE TO BE PLACE ADJACENT TO AN EXISTING WATERLINE AT A LATERAL CLEARANCE OF LESS THAN 9 FEET, THAT SECTION OF SEWER SHALL BE AT LEAST 150 POUNDS PER SQUARE INCH (PSI) PRESSURE RATED PVC, AWWA C900–DR25 NON–BLUE COLORED.

4. STORM SEWER

1. ALL MATERIALS SHALL BE FURNISHED BY THE CONTRACTOR.
2. ALL STORM SEWER PIPE SHALL BE CLASS III REINFORCED CONCRETE POPE WITH TYPE B WALL AND TONGUE–AND–GROOVE JOINTS PER ASTM C–76. UNLESS NOTED OTHERWISE ON THE DRAWINGS.
3. ALL OPEN EXCAVATIONS SHALL BE ENCLOSED WITH ORANGE SAFETY FENCE AND BARRELS.

5. SITE EXCAVATION AND GRADING

1. COMPLETELY REMOVE ALL TREES, SHRUBS, AND STUMPS FROM THE CONSTRUCTION AREA. REMOVE ALL CONCRETE SLABS, CONCRETE WALLS, FOUNDATIONS, ETC., ON THE SITE AS REQUIRED TO PROPERLY CONSTRUCT THE PROJECT.
2. BEFORE EXCAVATION HAS BEGUN, STRIP THE TOP 12' OF TOPSOIL FROM AREAS TO BE EXCAVATED OR OCCUPIED BY BUILDING, ROADS, WALKS, ETC., AND PLACE IN DESIGNATED LOCATIONS WHERE IT WILL NOT INTERFERE WITH BUILDING OR UTILITY OPERATIONS. STRIPPED TOPSOIL SHALL BE FREE FROM LARGE STONES AND DEBRIS. USE TOPSOIL FOR FINISH GRADING. EXCESS TOPSOIL MAY BE USED FOR COMMON SITE FILLS IF AN ADEQUATE STOCKPILE IS RETAINED FOR FINISH GRADING.
3. ALL EXCAVATION IS TO BE UNCLASSIFIED; I.E., THE REMOVAL OF ALL MATERIALS AS ENCOUNTERED, WITH NO ADDITIONAL PAYMENTS FOR ROCK EXCAVATION EXCEPT FOR CHANGES IN WORK FROM THAT SHOWN ON THE CONTRACT DRAWINGS.
4. PERFORM EXCAVATION OF EVERY TYPE OF MATERIAL ENCOUNTERED WITHIN THE LIMITS OF THE PROJECT, TO THE LINES, GRADES AND ELEVATIONS INDICATED AND AS SPECIFIED HEREIN. PERFORM EXCAVATION AND FILLING IN A MANNER AND SEQUENCE THAT WILL PROVIDE DRAINAGE AT ALL TIMES.
5. KEEP ALL EXCAVATIONS DRY BY DIVERTING OR PUMPING SEEPAGE OR SURFACE WATER FROM EXCAVATIONS.
6. CONSTRUCT FILLS AT THE LOCATION AND TO THE LINES AND GRADES AS INDICATED. THE COMPLETE FILL SHALL CONFORM TO THE SHAPE OF THE TYPICAL SECTIONS INDICATED OR SHALL MEET THE REQUIREMENTS OF THE PARTICULAR CASE. ALL FILL, EXCEPT FILL UNDER THE BUILDING AREA, SHALL BE SOIL FILL. USE SATISFACTORY ON–SITE SOILS REMOVED FROM THE EXCAVATION TO FORM THE FILL. MATERIAL REQUIRED FOR FILLS IN EXCESS OF THAT PRODUCED BY EXCAVATING WITHIN THE GRADING LIMITS SHALL BE TAKEN FROM APPROVED OFF–SITE AREAS SELECTED BY THE CONTRACTOR. PLACE THE MATERIAL IN SUCCESSIVE HORIZONTAL LAYERS 8' IN LOOSE DEPTH AND COMPACT TO A MINIMUM OF 95% OF STANDARD PROCTOR IN ACCORDANCE WITH ASTM D698 AT MOISTURE CONTENTS –1% TO +3% OF OPTIMUM.
7. IN ORDER TO ACCOMMODATE ANY ADJUSTMENTS THAT MIGHT BE REQUIRED AS PART OF THE FOUNDATION BID PACKAGE, PLACEMENT OF SELECT NON–EXPANSIVE FILL UNDER THE BUILDING WILL NOT BE ALLOWED TO START UNTIL AFTER THE FOUNDATION BID PACKAGE IS RELEASED FOR CONSTRUCTION. SELECT NON–EXPANSIVE FILL MATERIAL SHALL CONFORM TO ANY ONE OF THE FOLLOWING SPECIFICATIONS:

A. SELECT NON–EXPANSIVE FILL MATERIAL SHALL BE SOIL CLASSIFIED BY THE UNIFIED SOIL CLASSIFICATION SYSTEM (USCS) IN ACCORDANCE WITH ASTM D2487 AS A SC, GC OR CL SOIL (OR A COMBINATION OF THESE MATERIALS). SELECT NON–EXPANSIVE FILL MATERIAL SHALL HAVE A PLASTICITY INDEX BETWEEN 7 AND 18, A MAXIMUM LIQUID LIMIT OF 40, AND SHALL HAVE A MAXIMUM PARTICLE SIZE OF 2'.
B. SELECT NON–EXPANSIVE FILL SHALL CONFORM TO TXDOT ITEM 247, FLEXIBLE BASE, TYPE A, GRADES 1 OR 2. OR
C. SELECT NON–EXPANSIVE FILL SHALL BE LIME STABILIZED SUBGRADE MATERIALS IN ACCORDANCE WITH TXDOT ITEM 260. STABILIZED SUBGRADE WITH 6% LIME BASED ON THE MAXIMUM DRY UNIT WEIGHT OF THE SUBGRADE AS DETERMINED BY ASTM D698.

8. COMPLETE ALL GRADING NECESSARY TO BRING THE ENTIRE AREA SHOWN ON THE DRAWINGS OUTSIDE OF THE BUILDING TO THE SUBGRADE LEVELS INDICATED ON THE PLANS AND DETAILS. GRADES NOT OTHERWISE INDICATED SHALL BE UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE GIVEN, OR BETWEEN SUCH POINTS AND EXISTING FINISH GRADES. ROUND OFF ABRUPT CHANGES IN SLOPES.
9. THE TOP 12' OF EXCAVATED AREAS, FILL AREAS OR OTHER DISTURBED AREAS OUTSIDE OF THE BUILDING, PAVING, SIDEWALKS, ETC., SHALL BE TOP SOIL, GRADED TO THE ELEVATIONS SHOWN ON THE PLANS. FINE GRADE THE TOP SOIL WITH HAND TOOLS, RAKE TO A FINE, EVEN SURFACE AND LEAVE IN CONDITION FOR SEEDING AND / OR SODDING.
10. STRIPPING TOP SOIL FROM FILL AREAS THAT ARE NOT UNDER BUILDINGS, ROADS, WALKS, ETC., IS NOT REQUIRED. BEFORE STARTING THE FIRST LIFT OF FILL, SCARIFY, MOISTURE CONDITION AND COMPACT THE TOP 6' OF EXISTING MATERIAL TO A MINIMUM OF 95% OF STANDARD PROCTOR IN ACCORDANCE WITH ASTM D698 AT MOISTURE CONTENTS –2% TO + 3% OF OPTIMUM.
11. PAVEMENT MATERIALS, THICKNESS AND INSTALLATION SHALL BE AS SHOWN ON THE PLANS AND DETAILS.
12. THE PAINT FOR PAVEMENT MARKINGS SHALL MEET THE REQUIREMENTS OF FED SPEC TT–P–85. THE PAINT MAY

ESTIMATED QUANTITIES SUMMARY – TOTALS

ITEM	DESCRIPTION	UNIT	QUANTITY
	SHERIFF'S SUBSTATION – HIDALGO COUNTY WESLACO, TEXAS		
	BASE BID – PARKING LOT IMPROVEMENTS:		
A1	SITE SELECT BACKFILL MATERIAL	SY	36475
A2	7" THICK CONCRETE PAVEMENT	SY	2513
A3	10" TREATED CALICHE BASE	SY	2620
A4	12" LIME STABILIZED SUBGRADE	SY	2620
A5	CONCRETE DRIVEWAY	SF	877
A6	PRIME COAT (0.15 GAL/SY)	GAL	545
A7	1 1/2" HMAC (TYPE "D") ASPHALT PAVEMENT (LIGHT DUTY) (BY HIDALGO COUNTY)	SY	3631
A8	8" TREATED CALICHE BASE	SY	3803
A9	6" LIME STABILIZED SUBGRADE	SY	3803
A10	6" CURB & GUTTER	LF	2557
A11	4" CONCRETE SIDEWALK	SF	3557
A12	2" SAND CUSHION	SF	3557
A13	SIDEWALK DRAIN GRATE	EA	1
A14	REFLECTIVE PAVEMENT MARKING TYPE I (W)(4")(SLD)	LF	1656
A15	REFLECTIVE PAVEMENT MARKING TYPE I (W)(4")(GORE)	LF	613
A16	HANDICAPPED ACCESSIBLE SIGN (R7-8T)	EA	6
A17	HANDICAPPED VAN-ACCESSIBLE SIGN (R7-8A)	EA	6
A18	ACCESSIBLE SYMBOL MARKING	EA	6
A19	CURB RAMP (TYPE I)	EA	1
A20	CURB RAMP (TYPE II)	EA	1
A21	CURB RAMP (TYPE III)	EA	3
A22	CURB RAMP (TYPE IV)	EA	1
A23	STOP SIGN	EA	1
A24	WHEEL STOP	EA	27
A25	STEEL BOLLARD (TYPE I)	EA	13
A26	STEEL BOLLARD (TYPE II)	EA	4
A27	STEEL BOLLARD (DECORATIVE)	EA	3
A28	ASPHALT PAVEMENT REPAIR (SAW-CUT)	SY	15
A29	STORM WATER POLLUTION PREVENTION	LS	1
A30	REGRADE AREA FOR DRAINAGE	LS	1
A31	TRAFFIC CONTROL	LS	1
A32	AST COMPLETE SYSTEM	LS	1
	BASE BID – STORMWATER IMPROVEMENTS:		
B1	EXCAVATION FOR DETENTION POND (BY HIDALGO COUNTY)	CY	12487
B2	4"ø PVC (SDR26 NON-BLUE) STORM PIPE	LF	143
B3	24"ø RCP (CLASS III) (BY HIDALGO COUNTY)	LF	1502
B4	GRATE INLETS (BY HIDALGO COUNTY)	EA	7
B5	CONCRETE RIPRAP (BY HIDALGO COUNTY)	SF	260
B6	CONCRETE PILOT CHANNEL (BY HIDALGO COUNTY)	SF	3621
B7	TRENCH SAFETY (BY HIDALGO COUNTY)	LF	1506
B8	HYDRO-MULCH SEEDING	SF	74220
	BASE BID – WATER DISTRIBUTION IMPROVEMENTS:		
C1	2½"ø PVC WATERLINE (SDR26)	LF	323
C2	2"ø PVC SLEEVE SCHEDULE 40 W/CAPS	LF	28
C3	4"ø PVC SLEEVE SCHEDULE 40 W/CAPS	LF	105
C4	6"ø C900 PVC WATERLINE (DR18)	LF	505
C5	2½" x 6" TAPPING SADDLE W/WATER METER	EA	1
C6	6" TEE W/VALVE ASSEMBLY	EA	1
C7	8" x 6" TAPPING SADDLE TEE W/6" WATER VALVE & BOX COVER	EA	1
C8	2½" 22.5° BEND	EA	2
C9	2½" 90° BEND	EA	2
C10	6" 90° BEND	EA	1
C11	6" BACKFLOW PREVENTER ASSEMBLY	EA	1
C12	FIRE HYDRANT ASSEMBLY	EA	1
C13	14"ø STEEL CASING (BORE)	LF	30
C14	TAPPING SERVICE	LS	1
C15	TRAFFIC CONTROL	LS	1
C16	CEMENT STABILIZED	CY	16
C17	6"ø PVC CASING FOR 2 1/2" WATERLINE	LF	18
C18	12"ø PVC CASING FOR 6" WATERLINE	LF	18
	BASE BID – WASTEWATER IMPROVEMENTS:		
D1	6"ø PVC (SDR26 NON-BLUE) WASTEWATER LINE (0'-6') DEPTH	LF	367
D2	90° LONG RADIUS BEND	EA	2
D3	PVC COMBINATION WYE & 1/8 BEND	EA	1
D4	CLEANOUT W/BOX & COVER	EA	1
D5	TRENCH SAFETY	LF	360
D6	GRAVEL BEDDING	CY	28

	ALTERNATE NO. 3 BUILDING SITE BID – SIDEWALK		
F1	4" CONCRETE SIDEWALK	SF	104
F2	2" SAND CUSHION	SF	104
F3	STEEL BOLLARD (TYPE I)	EA	3

EXISTING LEGEND

- FIRE HYDRANT
- WATER METER
- WATER VALVE
- POWER POLE
- 36" ISP
- BENCHMARK
- IRON ROD
- PK NAIL
- CHAINLINK FENCE
- OVERHEAD LINE
- WATERLINE
- CONTOUR
- DIRT ROAD
- ASPHALT PAVEMENT

PROPOSED LEGEND

- LIGHT DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- SIGN
- HANDICAP PARKING SPACE
- WHEEL STOP
- BOLLARD
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- TEE
- 45° BEND
- 90° BEND
- SS — SANITARY SEWER LINE
- W — WATER LINE
- ST — STORM SEWER LINE
- C — 3"ø PVC CONDUIT W/ENDS CAPPED
- X — BARBED WIRE FENCE
- SEDIMENT CONTROL FENCE
- EJ — EXPANSION JOINT
- CJ — CONTROL JOINT
- DRAINAGE SWALE
- FLOW DIRECTION
- 64.10TP — TOP OF CONCRETE PAVEMENT
- 63.80G — TOP OF GUTTER ELEVATION
- 64.60TC — TOP OF CURB ELEVATION
- 64.64TW — TOP OF SIDEWALK ELEVATION
- 64.64FL — DITCH FLOWLINE
- 64.85CP — TOP OF CONCRETE PAD
- 64.4 — NATURAL GRADE
- STANDARD 6" CURB & GUTTER
- REVERSE 6" CURB & GUTTER

CALL BEFORE YOU DIG!

DIG TESS PARTICIPANTS REQUEST 48 HOURS NOTICE BEFORE YOU DIG, DRILL, OR BLAST – STOP AND CALL

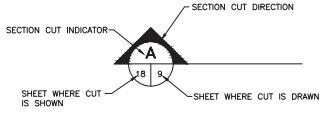
Texas Excavation Safety System

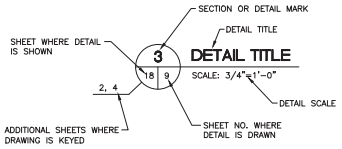
1-800-344-8377

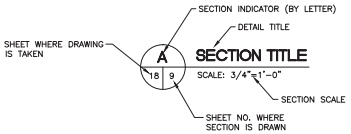
TEXAS ONE CALL SYSTEM AT 1-800-245-4545

THE LONE STAR NOTIFICATION COMPANY AT 1-800-669-8344

NORTH ARROW







DL, INC.
DOS LOGISTICS, INC.
TEL: (956) 968-8800 E. EXPRESSWAY 83
FAX: (956) 447-8194 WESLACO, TEXAS 78596
T.B.P.E. FIRM REGISTRATION #F-9225

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Consultants:
MEP:
DBR Engineering Consultants, Inc.
STRUCTURAL:
Hinojosa Engineering, Inc.
CIVIL:
Dos Logistics, Inc.

STATE OF TEXAS — JESUS JAVIER JIMENEZ — 100765 — LICENSED PROFESSIONAL ENGINEER

SHERIFF'S SUBSTATION HIDALGO COUNTY WESLACO, TEXAS

KEYPLAN

Project Number:	07.10
Drawing Date:	09/16/2011
Drawn:	JKR
Checked:	JT
Scale:	NONE
ACAD File:	

Revisions:

Sheet Title: **ESTIMATED QUANTITIES**

Sheet No.: **C1.1**

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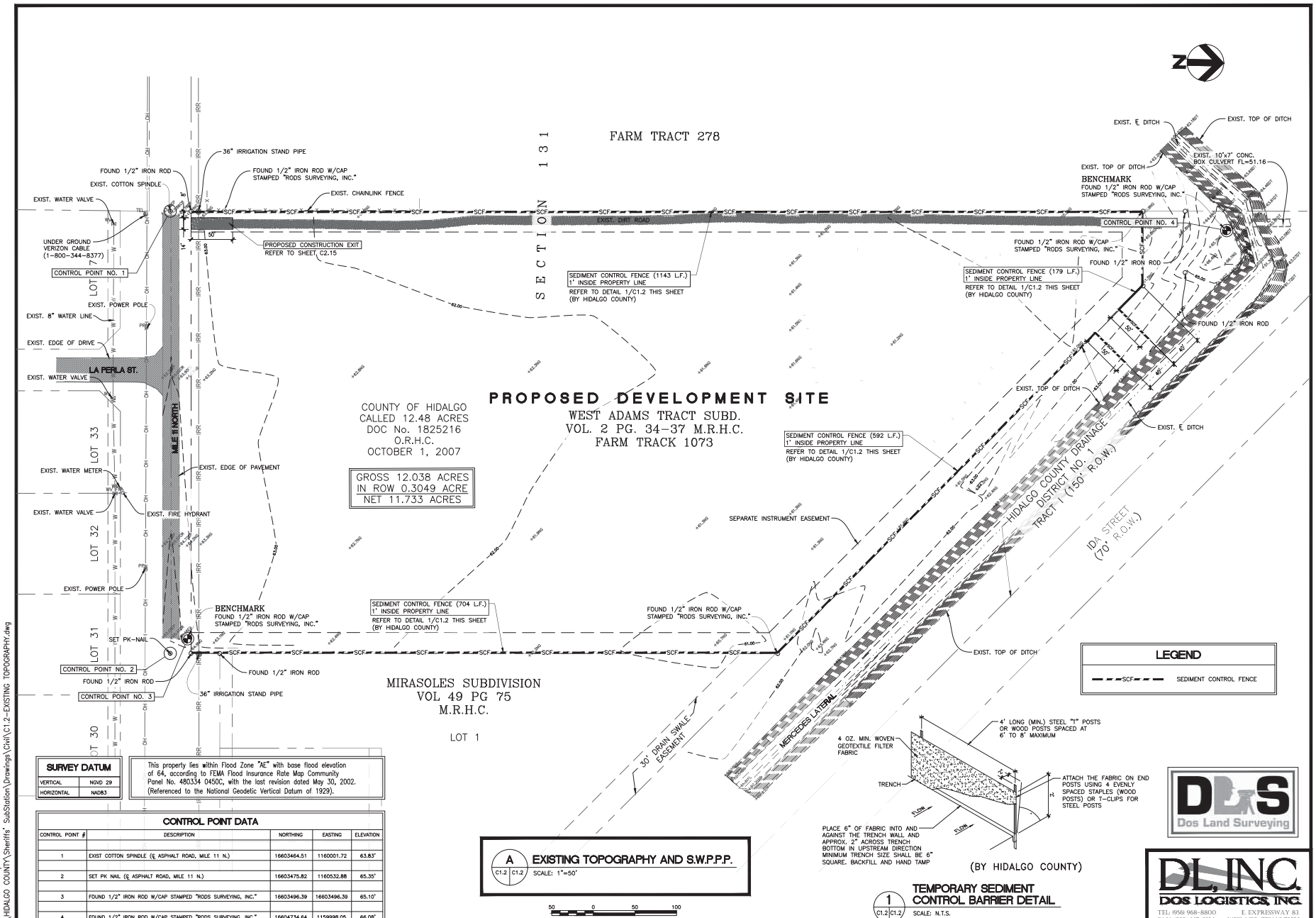

SURVEY DATUM	
VERTICAL	NGVD 29
HORIZONTAL	NAD83

This property lies within Flood Zone "AE" with base flood elevation of 64, according to FEMA Flood Insurance Rate Map Community Panel No. 480334 0450C, with the last revision dated May 30, 2002. (Referenced to the National Geodetic Vertical Datum of 1929).

CONTROL POINT DATA

CONTROL POINT #	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EXIST COTTON SPINDLE (℄ ASPHALT ROAD, MILE 11 N.)	16603464.51	1160001.72	63.83'
2	SET PK NAIL (℄ ASPHALT ROAD, MILE 11 N.)	16603475.82	1160532.88	65.35'
3	FOUND 1/2" IRON ROD W/CAP STAMPED "RODS SURVEYING, INC."	16603496.39	16603496.39	65.10'
4	FOUND 1/2" IRON ROD W/CAP STAMPED "RODS SURVEYING, INC."	16604734.64	1159998.05	66.08'

GIGNAC | ASSOCIATES
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Consultants:
MEP:
DBR Engineering Consultants, Inc.
STRUCTURAL:
Hinojosa Engineering, Inc.
CIVIL:
Dos Logistics, Inc.

STATE OF TEXAS
JESUS JAVIER JIMENEZ
100765
LICENSED
PROFESSIONAL ENGINEER

SHERIFF'S SUBSTATION
HIDALGO COUNTY
WESLACO, TEXAS

KEYPLAN

Project Number:	07.10
Drawing Date:	09/16/2011
Drawn:	JKR
Checked:	JT
Scale:	1" = 50'
ACAD File:	

Revisions:

Sheet Title:
EXISTING TOPOGRAPHY AND S.W.P.P.P.

Sheet No.:
C1.2

DL, INC.
DOS LOGISTICS, INC.
TEL: (956) 968-8800 E. EXPRESSWAY 83
FAX: (956) 447-8194 WESLACO, TEXAS 78596
T.B.P.E. FIRM REGISTRATION #F-9225

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SHERIFF'S OFFICE SUBSTATION
HIDALGO COUNTY
WESLACO, TEXAS

HIDALGO COUNTY BID NO. 2011-032-11-01-MSS-HIDALGO COUNTY
CONSTRUCTION OF SHERIFF'S OFFICE SUBSTATION IN THE PRECINCT NO. 1 AREA

ARCHITECT'S PROJECT NO. 07.10

PROJECT MANUAL

GIGNAC & ASSOCIATES LLP

222 EAST VAN BUREN, SUITE 102
HARLINGEN, TEXAS 78550
(956) 365-4820

416 STARR STREET
CORPUS CHRISTI, TEXAS 78401
(361) 884-2661

SET NO._____

TITLE PAGE

TITLE AND LOCATION OF THE WORK

SHERIFF'S OFFICE SUBSTATION
HIDALGO COUNTY
WESLACO, TEXAS

NAME & ADDRESS OF THE OWNER

HIDALGO COUNTY
711 EL CIBOLO ROAD
PO BOX 1228
EDINBURG, TEXAS 78450

NAME & ADDRESS OF THE ARCHITECT

GIGNAC I ARCHITECTS LLP
222 E. VAN BUREN, STE. 102
HARLINGEN, TEXAS 78550

416 STARR STREET
CORPUS CHRISTI, TEXAS 78401

TITLE OF DOCUMENTS BOUND HEREWITH

TITLE PAGE
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BIDDING REQUIREMENTS
CONTRACT DOCUMENTS

PROJECT NUMBER: ARCHITECT'S 07.10
OWNER'S 2011-032-11-01

DATE: September 23, 2011

REGISTERED ARCHITECT
RAYMOND D. GIGNAC
6296
STATE OF TEXAS

Signed
09/23/2011

Attachment B **INDEX OF DRAWINGS**

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HIDALGO COUNTY SHERIFF STATION

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04200	UNIT MASONRY
04230	REINFORCED UNIT MASONRY

DIVISION V – METALS

05100	STRUCTURAL STEEL
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05300	METAL DECKING
05500	METAL FABRICATIONS

DIVISION VII

09111	METAL STUD FRAMING SYSTEM

HIDALGO COUNTY SHERIFF'S SUBSTATION
Project No. 08804.000

DBR Engineering Consultants, Inc.
September 22, 2011

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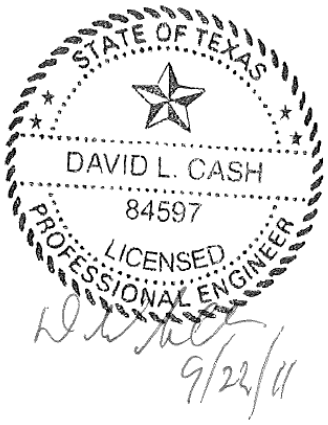
09-22-11



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REQUEST FOR COMPETITIVE SEALED PROPOSALS

PROJECT and PROJECT NO: HIDALGO COUNTY SHERIFFS SUBSTATION
711 EL CIBOLO ROAD
PO BOX 1228
EDINBURG, TEXAS 78450

DUE DATE AND TIME: Tuesday, November 1, 2011
4:00 p.m. C.S.T.
2802 S. Business Hwy 281,
Hidalgo County New Administration Building
Edinburg, TX 78539

PRE-PROPOSAL CONFERENCE: Tuesday, October 18, 2011
2:00 p.m. C.S.T.
Hildalgo County Purchasing Department Conf. Rm.
2812 S. Business Hwy 281
Edinburg, TX 78539

ARCHITECT: GIGNAC & ASSOCIATES LLP
222 E. VAN BUREN, STE. 102
HARLINGEN, TEXAS 78550
(956) 365-4820

416 STARR STREET
CORPUS CHRISTI, TEXAS 78401
(361) 884-2661

Specification packages will be available at South Texas Reprographics, Inc. (956/475-3665), 1200 W. Polk St. Suite "H", Pharr, TX, 78577, in accordance with the Instructions to Proposers upon the deposit of $150.00 for each set of documents. Deposit of bonafide proposers will be returned in full if complete Contract Documents are returned in good condition within ten (10) days after proposals opening. "The shipping and/or postage expense of the delivery of Contract Documents shall be at the proposer's expense."

Proposals must be on a lump sum basis including General Contract, Electrical, Plumbing and Mechanical work.

Bid security in the amount of 5% of the largest possible total of proposals submitted must accompany each proposal in accordance with the Instruction to Bidders. Performance and payment bonds for 100% of the contract value will be required upon issuance of contract.

Contract documents may be examined at the following plan rooms:

A.G.C. Office	McGraw Hill Construction	Reed Construction	Builders Exchange
Harlingen	San Antonio	Norcross, GA	San Antonio
Corpus Christi			
San Antonio			

SECTION 00100

INSTRUCTION TO OFFERERS

PROJECT: SHERIFF'S OFFICE SUBSTATION
Hidalgo County
Edinburg, Texas

ARCHITECT: GIGNAC & ASSOCIATES LLP

222 E. VAN BUREN, STE. 102
HARLINGEN, TEXAS 78550
(956) 365-4820

416 STARR ST.
CORPUS CHRISTI, TEXAS 78401
(361) 884-2661

1. Receipt and Opening of Proposals:

The Owner invites proposals on the form indicated in Section 00300 for the above referenced project.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals. Any bid may be withdrawn prior to the scheduled time for the opening of the proposals or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within thirty (30) days after the actual date of the opening thereof.

2. Preparation of Proposal: Each proposal must be submitted on the prescribed form. All blank spaces for proposal prices must be filled in, in ink or typewritten, in both words and figures. Use proposal form provided as bound within the specifications.

Each proposal must be submitted in a sealed envelope addressed to the Owner and designated "Proposal", bearing on the outside the name of the bidder, his address, the name of the project for which the bid is submitted and the date and hour of the opening. If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the Owner at the designated location for opening of the proposals.

3. Telegraphic Modification: Any bidder may modify his proposal by telegraphic communication at any time prior to the scheduled closing time for receipt of proposals, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the propos alder was mailed prior to closing time. The telegraphic communication should not reveal the proposal price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed proposal is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

4. **Method of Bidding:** The Owner invites the following proposal(s):

BASE PROPOSAL: All work for the building and all related work as indicated by the Contract Documents except the work indicated by the alternates.

ALTERNATES:

Alternate No. 1: Community Room.

Alternate No. 2: Intox Lab.

Alternate No. 3: Four Additional Holding Cells.

Alternate No. 4: Landscape plant material and irrigation

Alternate No. 5: NOT USED

Alternate No. 6: 8' tall security fence along site perimeter and enclosing retention pond

5. **Qualifications of Offerer:** The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, the bidder shall furnish the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

6. **Liquidated Damages for Failure to Enter Into Contract**: The successful bidder, upon his failure or refusal to execute and deliver the contract, insurance and bonds required within 10 days after he has received notice of the acceptance of his proposal, shall forfeit to the Owner, as liquidate damages for such failure or refusal, the security deposited with his proposal.

7. **Time of Completion**: Time of completion of this Contract is of importance to the Owner and may be considered in the award of the Contract. Payments on the Contract will be made as provided by the Contract. Payments on the Contract will not be made on the Contract after 30 days prior to the completion date set by the Contractor, until final completion and acceptance by the Architect and Owner. The Contractor shall include in his proposal a time to complete the base proposal (stated in calendar days) that includes his best anticipation of the number of working days that construction may be unable to take place, due to inclement weather and muddy ground. This anticipated number of lost working days shall be included on the proposal form in the space designated for the total number of calendar required to complete the base proposal. Extensions to the Completion Date will be granted only if, in the opinion of the Architect, climatological conditions that impede the progress of construction significantly exceed conditions for the local area. A guide for average climatological conditions will be the bulletin "Local Climatological Data", published by the Department of Commerce.

8. **Liquidated Damages**: Liquidated damages shall be assessed the Contractor at the rate of One Thousand Dollars ($1,000.00) per day for each calendar that actual substantial completion exceeds the contract completion date. Refer to 00800 Supplementary Conditions for specific changing rates, paragraph 9.11.1 and 9.11.2.

9. **Conditions of Work**: Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

10. **Addenda and Interpretation**: No interpretation of the meaning of the plans, specifications or other pre-proposal documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Architect, and to be given consideration must be received at least five days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders not later than three days prior to the date fixed for the opening of proposals. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his proposal as submitted. All addenda so issued shall become part of the contract documents.

11. **Laws and Regulations**: The bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities have jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

12. **Method of Evaluation**: The monetary basis used for evaluating the proposals will be the lowest total, including the based proposal plus any combination of alternates that the owner might elect to choose. The alternates are not numbered in the order of selection. Time of completion of this project will be considered in the award of this contract.

13. **Obligation of Offerer**: At the time of the opening of proposals each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation in respect of this proposal.

14. **Failure of Timely Order:** The contractor is responsible for assuring the timely order of all materials specified. If a specified material, or color of material cannot be delivered by the contract completion date, due to failure to order the material in a timely manner, the contractor will be responsible for supplying an equal or better material. The architect will be the sole determinant of the approved substitute material. The contractor will also be charged an amount equal to 5% of the value of the specified material. This amount will be credited to the owner through a change order to the contract. The word "Material", as used in this section, includes all items specified in the specifications or shown on the drawings.

15. **Sub-Proposal Time Limit:** So that Contractors may have adequate opportunity to

evaluate sub-proposals, it is recommended that the "Time Limit Plan" be honored; sub and material proposals must have been submitted to Contractors (4) hours prior to the time set for proposal opening.

16. **Contractor's Limitation of Liability:** The Bidder attests and affirms that he and his sub-contractors are skilled and experienced in the use and interpretation of plans, specifications, addenda and related proposal documents for this project and has found them to be free of conflicts and/or ambiguities and sufficient for proposal and construction purposes. Further, he has carefully examined the soils reports and the site of the work, and - through his own personal observations - has satisfied himself as to the nature, location and requirements of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the work. He has based his proposal solely on these documents - and personal observations - and has not relied in any way on any explanation or interpretation - oral or written - from any source other than those written and issued by the Architect/Engineer.

17. **Partial Payment for Materials:** Ninety-five percent (95%) of the cost of materials delivered to the site will be paid if the materials are in good condition and properly stored and protected. Payment will be made only if a notarized copy of the actual materials invoice is submitted with the Contractor's payment request.

18. **Hazardous Materials:** Do not proposal or provide or install hazardous materials or products containing hazardous materials in this project such as asbestos, polychlorinated biphenyl (PCB), lead in water piping, lead containing paint, etc.

19. **Pre-Construction Conference:** A pre-construction conference will be held prior to beginning any work on this project. After full execution of the contract, performance and payment bonds, and insurance certificate, the Contractor shall contact the Architect and set up a date, time and place to meet on site with the Contractor, his major subcontractors, Owner and the Architect. The purpose of this meeting will be to discuss schedules, procedures, special considerations, and any other pertinent items related to this project.

20. **Pre-Proposal Conference:** A pre-proposal conference will be held on Tuesday, October 18, 2011 @ 2:00 p.m. at Hidalgo County Purchasing Department Conference Room 2812 S. Business Hwy 281, Edinburg, Texas. Attendance by representatives of the building contractors is highly desirable and encouraged. Sub-Contractors and material suppliers who expect to be associated with the project are invited and urged to attend. Representatives of the Architects, Engineers and Architects Consultants will review the plans, specifications, details, materials, demolition, alterations and requirements of the work. An addendum indicating any change in the Contract Documents will be issued, if necessary, if subsequent to this meeting.

21. **Phasing of Construction**: The Contractor is to submit a Phasing of Construction Plan for review and approval by the Owner and Architect within ten (10) days of notice of award. Also included herein are the anticipated areas of construction to be included in each phase.

22. **Asbestos Abatement**: Offerer shall be required to comply with 40 CFR part 763 subpart E (AHERE). An asbestos master plan is available from the Owner for the

Offerers review and use. It is specifically required that successful contractors will assemble a compellation of each and every Material Safety Data Sheets, for all materials used on the project. Said compellations will be submitted to Architect for approval with the above statutory regulations and shall be kept by Owner as proof of compliance.

23. The County shall select the proposal, which ranked the highest using the ranking criteria for selection of building construction as being the proposal, which offers the best value to the County. Following such selection, the County and it's Architect or Engineer may discuss with the selected offerer options for cost reduction. If the County is unable to reach a contract agreement with the selected offerer, the County shall terminate further discussions and proceed to the next offerer in the order of the selection ranking until a contract agreement is reached or all proposals are rejected.

24. Additional Instruction: The County shall select the proposal which ranks the highest using the ranking criteria for selection of building construction. The highest-ranking proposal shall be considered the proposal which offers the best value to the County. Following such selection, the County and it's Architect or Engineer may discuss with the selected offerer options for cost reduction. If the County is unable to reach a contract agreement with the selected offerer, the County shall terminate further discussions and proceed to the next offerer in the order of the selection ranking until a contract agreement is reached or all proposals are rejected.

25. Documents Required For Ranking Determination: Offerers shall submit 3 copies of a properly executed AIA Document A305, Contractor's Qualification Statement with the proposal. Include 3 copies of all additional documentation to supplement the A305 for substantiation of selection criteria. This additional documentation shall clearly reference all information that will enable the reviewer to ascertain the pertinent information. Offerer shall submit 3 copies of a list of 5 client references with the current contact telephone number. Offerors shall also submit with their proposal properly executed: Acknowledgement Form, Felony Conviction Notice, Non Collusive Affidavit and Conflict of Interest Questionaire.

Failure to submit the A305 form and required additional forms or documentation shall subject the proposal to be rejected as non-conforming.

26. Estimated Project Cost: The estimated budget for Sheriff's Substation is $2,900,000.00.

27. **List of Subcontractors:** the successful offeror shall submit a List of Subcontractors within (10) ten days of the award of contract.

28. Site Maintenance/Special Temporary Facilities: The successful offeror shall be required to fulfill the following requirements:

a. Provide temporary 6' chain link fence around entire site perimeter.
b. Provide adequate signage for:
   -Construction area warning
   -entrance/exits for trucks and workers

3. Adequate traffic direction for construction vehicles and the public during peak traffic hours.
4. Daily site cleanup.
5. Designated “lunch & break” area and adequate daily cleanup of these areas.
6. Job Trailer for use of County personnel and their agents.

END OF SECTION 00100

Bid No: 2011-032-11-01-MSS	Buyer: Moises Salazar	Tel. No: (956) 318-2626 x:4863

REQUEST FOR BIDS

HIDALGO COUNTY
"Construction of Sheriff's Office Substation in the Precinct No. 1 Area"

BID OPENING DATE:

November 1, 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 – CONSTRUCTION OF SHERIFF'S OFFICE SUBSTATION IN THE PRECINCT NO. 1 AREA"** 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-2011-032-11-01-MSS- HIDALGO COUNTY – CONSTRUCTION OF SHERIFF'S OFFICE SUBSTATION IN THE PRECINCT NO. 1 AREA"** 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 4:00 p.m., TUESDAY, NOVEMBER 1, 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 "REQUEST FOR BIDS - 2011-032-11-01-MSS- HIDALGO COUNTY – CONSTRUCTION OF SHERIFF'S OFFICE SUBSTATION IN THE PRECINCT NO. 1 AREA".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

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

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

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

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

warranties, and service data with their bid including catalogue numbers and any necessary references.

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

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

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

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

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

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

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

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

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official

c) Purchase Order Number (if any)

d) Notation - **BID-2011-032-11-01-MSS- HIDALGO COUNTY – CONSTRUCTION OF SHERIFF'S OFFICE SUBSTATION IN THE PRECINCT NO. 1 AREA"** 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 Sheriff's Office
711 El Cibolo Road
P.O. Box 1228
Edinburg, TX 78540
ATTN.: Chief Anacleto Martinez
(956) 383-8114

17. Schedule of Events

Pre-Bid Conference, 2:00 PM	**October 18 , 2011**	
Bid Opening, 4:00 PM	**November 1 , 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- 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. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

31. 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.

HIDALGO COUNTY
"CONSTRUCTION OF SHERIFF'S OFFICE SUBSTATION IN THE PRECINCT NO. 1 AREA"
BID No. -2011-032-11-01-MSS

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 "C"

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

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

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

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

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

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

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

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
❒ Less than 125,000 annual gross receipt	❒ Black American	❒ Native American
❒ Less than 250,000 annual gross receipt	❒ Hispanic American	❒ Women
❒ Less than 499,000 annual gross receipt	❒ Asian Pacific American	❒ Other
❒ More than 500,000 annual gross receipt		

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

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
| | | | - | | - | | | | |

or

Employer identification number
| | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ► **Date** ►

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. The treaty article addressing the income.

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

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

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

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

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

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

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

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

10. A real estate investment trust,

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

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

13. A financial institution,

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

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

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

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

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

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

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

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

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

SECTION 00200

INFORMATION AVAILABLE TO BIDDERS

00200 - SOIL INVESTIGATION DATA

PART 1. GENERAL

1.1 Investigation

A. Soil and Subsurface Investigation were conducted at the site, the results of which are to be found in the reports issued by: L&G Engineering Laboratory.

B. A portion of the information obtained is included herein for the convenience of the Contractor.

C. A copy of the complete reports are available for review at the office of the Architect or the Owner.

D. Proposers are urged to examine soils investigation data and to make their own investigation of the site before submitting proposal.

1.2 Interpretation

A. Soil investigation data is provided only for information and the convenience of the proposer. The Owner and Architect/Engineer disclaim any responsibility for the accuracy, true location and extent of the Soils Investigation that has been prepared by others. They further disclaim responsibility for interpretation of that data by bidders, as in projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water.

B. Soil investigation data is not a part of the Contract Documents.

END OF SECTION 00200

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

GEOTECHNICAL INVESTIGATION
FOR
HIDALGO COUNTY SHERIFF'S OFFICE SUBSTATION (Pct. #1)
WESLACO, TEXAS

Prepared For:
HIDALGO COUNTY SHERIFF'S OFFICE

Prepared By:
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L&G Project No. GL08007
October 13, 2008

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INTRODUCTION

L&G Engineering Laboratory, L.L.C. (L&G) was contracted by the **Hidalgo County Sheriff's Office** to perform a subsurface geotechnical investigation for the proposed Precinct #1 Substation in Weslaco, Texas. This report addresses several foundation recommendations, parameters for design criteria based on the Post Tension Institute (3rd Edition) and Wire Reinforcement Institute specifications, as well as recommendations for maximum allowable bearing capacity. Also included in this report are general construction considerations, pavement design recommendations, boring logs, and several figures addressing potential vertical rise and the existing general contour and geology of the proposed construction site.

GENERAL PROJECT OVERVIEW

Project Description

It is our understanding that this project involves the construction of an office and inmate holding facility for law enforcement approximately ¼ mile west of FM1015 (Mile 3 Road) on Mile 11 North Road (See Appendix II – Figure 1 for general location map). The facility will incorporate staff and visitors parking areas (made of asphalt pavement) into the general site plan. The facility is single story with no mezzanine or balconies.

Scope and Limitations of Investigation

This report has been prepared in general accordance with accepted geotechnical engineering practices for the subject project site and the anticipated construction. No specific warranty program or other standards, except acceptable industry standards for the South Texas area, were followed during the course of this investigation. This report is intended for use by the **Hidalgo County Sheriff's Office** and their direct representatives. This report may not contain sufficient information for purposes of other parties or other uses in determining construction means and methods.

The stratigraphies shown on the boring logs (included in Appendix I) represent the conditions at the general boring locations at the time of our investigation. These stratifications represent approximate boundaries between subsurface materials; their actual transition may be gradual. Variations may occur between boring locations due to unexpected deposits of soft clays, silts, calcium carbonate formations or other undesirable soil material. It should be noted that the exploratory borings were performed within the limits of the proposed structures as approved and agreed upon by the **Hidalgo County Sheriff's Office** *and* **L&G.**

The purpose of this geotechnical study is to:

1. *explore the general existing subsurface conditions at the site*
2. *evaluate the relevant engineering properties of the subsurface materials*
3. *provide the maximum allowable bearing capacity of in-situ soils*
4. *provide the potential vertical rise of the proposed site and recommendations to minimize swell and shrink potential to approximately one inch*

5. *provide recommendations and design parameters for suitable foundation and pavement systems applicable to the proposed site and anticipated construction*
6. *provide recommendations for excavation and earthwork specific to the local soils in the project vicinity*

The scope of this geotechnical engineering study does not include an environmental assessment of the air, soil, rock or water conditions on or adjacent to the site. No environmental opinions are presented in this report. If environmental clearances are needed prior to construction, please contact our offices to assist in this matter.

EXISTING SURFACE AND SUB-SURFACE CONDITIONS

Site Location / Description

The site of the proposed development is located in the northern city limits of Weslaco, Texas on Mile 11. The site is nearly flat with the surrounding tracts of land used as cultivated farmland and developing residential dwellings. From the texture, grain size, and color of the top two feet of soil (brown lean clay to clayey sand with organics), it was determined that this land had also been used as cultivated farmland. Upon completion of the utility clearances, project site was mowed (mostly tall grass and small brush) to allow our drilling rig and support trucks access. The boring locations were drilled as close as possible to the locations shown in Appendix II (Figure 3). The locations were referenced from an iron rod property corner using a measuring wheel to the approximate locations. All clearing and site access was performed with permission from the Hidalgo County Sheriff's Office and Precinct #1.

Geology

The Geologic Atlas of Texas, McAllen-Brownsville Sheet, dated 1976, indicates that the subject site is located within the *windblown deposits* consisting of clay dune, clay-sand dune, and sand sheet deposits of the Quaternary epoch (Recent-Holocene period). These stabilized sand dune deposits are comprised of strong relict eolian grain, sparse grasses and scrub. This geological classification has medium shrink swell potential, low plasticity, and low compressibility. The site does not lie within a seismic design class of significant activity, therefore does not need to be designed to resist earthquake motion. (International Building Code - 2006 Edition).

Soil Survey Description

According to the Soil Survey of Hidalgo County, Texas, published by the United States Department of Agriculture, the proposed construction area (south half of the property) is located primarily within the Hidalgo Fine Sandy Loam series soil description (25) and the Hidalgo Sandy Clay Loam series soil description (28) (See Appendix II Figure 2 for Soil Classification Map). Both descriptions are generally flat with 0 to 1% slopes. Typically, these soils have a profile of 0 to 17 inches of fine sandy clay loam, 17 to 28 inches of sandy clay loam, and 28 to 80 inches of sandy silty clay loam. These soil classifications also are considered well drained with a low flooding and ponding frequency, and they contain a high quantity of calcium carbonate (caliche deposits). The Soil Survey further notes that the soils potential for urban uses is medium and that the soils' main limitations are their shrinking and swelling characteristics.

Flood Zone Area

The proposed site lies within floodway area "AE" with a base flood elevation of 64 feet (according to FEMA flood insurance rate map, community Panel No. 480334 0450C, revised May 30, 2002). The property and proposed construction area are currently at an elevation between 62' and 63'. All construction areas are required to have a finished floor elevation of 64' to qualify, however, L&G recommends that the natural ground be raised to at least 1 foot above the base flood elevation prior to placement of the foundation. This would make the natural ground elevation 65'. The extra foot will allow for some tolerance in elevation and will assist in the drainage of the facility.

Rainfall

The annual average precipitation for Hidalgo County is approximately 23.0 inches, as reported by the National Weather Service. Of this rainfall, 14 inches, or approximately 60 percent of annual rainfall occurs during the months of April thru September. For the purpose of this report, our geotechnical investigation, performed on September 25th, 2008, was conducted during a relatively wet climactic season, with moisture and precipitation levels uncommonly high. Large amounts of rainfall were recorded a few days and several weeks prior to our sub-surface exploration. Also, the surface soils were saturated from rains caused by Hurricane Dolly. These rainfall amounts delayed the exploration and did affect the standard penetration counts for the top 4 feet of soil.

Site Grading and Drainage

Based on visual observations and geotechnical exploration, no significant amounts of engineered cut or fill were encountered at this site during our investigation. The area showed signs of previous plowing for agricultural purposes. Drainage in the area seemed to flow towards the northern boundary of the property to a drainage canal (Hidalgo County Drainage District #1), as shown by the gradually decreasing contour lines on Figure 4 (DEM Contours Map) and on the previous property survey in Appendix II.

SITE INVESTIGATION

Soil Borings and Laboratory Tests

Subsurface conditions at the site were evaluated by three (3) 20 foot structural borings and three (3) 6 foot pavement borings. The borings were drilled at the approximate locations shown on Figure 3 in Appendix II. The locations of the borings presented are approximate; no field ties were performed by a surveyor. The soil borings were drilled and sampled in general accordance with American Society of Testing Materials Procedures D1452, D1586, and D1587 using a truck mounted drilling rig (Simco 2800 HD).

As part of the sampling procedures, split barrel (spoon) and thin walled tube samples were collected and Standard Penetration Tests (SPT) were performed and recorded. Standard Penetration Test results are noted on the boring logs as blows per foot or 12 inch increment. The sampler was advanced through three (3) six inch increments; however, the first six inch

increment is considered the seating drive, which eliminates the effect of cuttings on the test result. The sum of the blows for the last two six (6) inch increments is considered the "standard penetration resistance value" or "field N-value". Where hard or very dense materials were encountered, the SPT was terminated and noted on the boring log when one of the following occurred:

1. *a total of 50 blows were applied on one six inch increment*
2. *a total of 100 blows were applied during the test*
3. *no observation of advancement of the sampler detected during the application of 10 consecutive blows from the hammer*

Representative portions of the samples were identified, packaged, sealed in containers to reduce moisture loss, and transported to our laboratory for subsequent testing. In the laboratory, each sample was evaluated and visually classified by a member of our geotechnical engineering staff. The properties of the strata were evaluated by a series of laboratory index tests. A summary of the laboratory data and their corresponding depths are presented on the boring logs and in tabular form on the test summary tables. Samples will be retained in our laboratory for 30 days after submittal of this report. Other arrangements may be provided at the request of the Client to hold the samples through the construction process.

Subsurface Stratigraphy

On the basis of our soil borings, there are several generalized strata that possess similar physical and engineering characteristics at the boring locations. The lines designating the interfaces between strata on the boring logs represent approximate boundaries. Transitions between strata may be gradual.

For the structural borings (B-1 to B-3) the top stratum was approximately 2 to 4 feet deep of light brown clayey sand (SC) (mostly organics). The second stratum was comprised of moderate to highly plastic, brown fat clay (CH to CL) with calcareous nodules, extending to a depth of 10 feet below natural ground. Below this stratum was a layer of reddish brown to brown lean clay (CL) w/ sand. This stratum reached to the bottom of the borings; approximately 20 feet below natural ground. Not all the borings consisted of this exact profile representation; however, the majority of the borings exhibited a similar profile with comparable engineering properties.

The "Pavement Borings" (P-1 thru P-3) all consisted of a profile similar to the structural borings. These borings consisted primarily of clayey sand materials classified as SC in the top 4 feet followed by a stratum of light brown to brown sandy lean clay (CL) w/ calcareous nodules to 6 feet. All classifications are referenced according to the Unified Soils Classification System. Detailed descriptions of strata and penetration test results are listed on the boring logs in Appendix I.

Water Strikes

The dry auger drilling technique was used to complete soil borings in accordance to ASTM procedure D 1452. Water strikes were encountered during the drilling operations at all locations. The water strike depths on the structural borings were deeper than ten feet; however, the water

strikes on the pavement borings were unusually close to the surface. It is the opinion of L&G that these high water strikes and high 24 hour readings are due to the large precipitation quantities exhibited during the two months prior to our field investigation. These may also be caused by the release of pore water pressure from adjacent soil and not the actual water table. It should be noted that fluctuations in groundwater levels are influenced by variations in rainfall and surface water run-off from season to season. The construction process itself may also cause variations in the groundwater level. L&G recommends that the contractor should check the subsurface water conditions just prior to construction excavation activities or contract **L&G** to install and monitor long term piezometer wells. Subsurface water and cave-in depths are based on measurements referenced from the natural ground elevation at the time of exploration.

GEOTECHNICAL BORING ANALYSIS

Moisture Content

The moisture content of a soil is defined as the ratio of the weight of the water in the sample to the dry weight of the soil sample. The moisture contents for the samples obtained as part of our geotechnical exploration were performed in compliance with ASTM procedure D2216. The results varied from 16.7 percent to 25.1 percent. The variance in these percentages can be attributed to range in depth and distance between samples, the deeper the sample is located, generally the higher the moisture content. All the borings exhibited wet (high natural moisture) soil conditions below 2 feet. This condition could be caused by the water table with respect to natural ground. Also, the moisture contents could be attributed to the soil classification, as some clays with mostly fines soils may inherently absorb more water than others (sandy soils). A list of all the moisture contents can be found in the test summary tables and on the boring logs.

Plasticity Index

The Plasticity Index (PI) is known as the difference between the liquid limit and the plastic limit of a soil. These limits are commonly referred to as the Atterberg limits, which describe the consistency of soils with respect to its moisture contents. The liquid limit is defined as the moisture content at which soil begins to transition from a plastic to a liquid state and begins to behave as a liquid material by beginning to flow. The plastic limit refers to the water content of a soil at the point of transition from a semisolid to a plastic state where soil starts to exhibit plastic behavior. A soils behavior can be divided into four basic states: liquid, plastic, semisolid and solid. The plasticity index indicates the range of a soil's moisture content in which the soil acts in a plastic state. Experience has shown that the more plastic a soil is the more expansive and compressive it will act. PI values for the borings performed for this report range from 8 (low plasticity clayey sands) to 40 (high plasticity fat clays).

Particle Size Analysis

The standard grain size analysis is used to determine the relative proportions of different grain sizes as they are distributed along a range of different sized sieves. The minus 200 sieve analysis is used commonly as a tool for soil classification and identification using the Unified Soils Classification System. Results for this test are reported as a percentage of soil passing the No. 200 sieve. This test is also used to determine the suitability of soil for construction purposes and

to estimate probable seepage through soils. Generally a % -200 greater than 50% indicates a non-granular cohesive soil with large amounts of fines in the soil composition. The % -200 values for the samples collected range from 33.0% (sandy materials) to 85.4% (clay material with significant amounts of fines). Materials with extremely high or low percentages may present constructability problems due to runoff and difficulty maintaining proper moisture content. Hydrometer analyses were also performed and plotted graphically to determine the distribution of particles finer than the #200 sieve. The particle size analysis and percent finer than the number 200 sieve were performed in compliance with ASTM procedures D 422 and D 1140.

Unconfined Compression Test

The unconfined compression test is a special type of unconsolidated undrained triaxial test that is commonly used for clay samples. In this test procedure, the test sample is sheared to failure by the application of deviator (axial) stress. The axial load is applied rapidly to the sample so that drainage of pore water from the soil sample is not permitted. The maximum applied stress is referred to as the unconfined compressive strength of the sample. This result is then divided by two to derive the undrained shear strength. Theoretically, the unconfined compression test and the unconsolidated undrained triaxial test should result in similar undrained shear strength values of samples obtained near the surface; however, as the depth of the sample location increases, the unconfined compression test provides a more conservative result than the triaxial test.

Unconfined compression tests were performed when samples of adequate size were retrieved. The Shelby tube samples were extracted and cut to a length / diameter ratio of approximately two. Refer to Appendix IV to see the sample depth and location, along with the corresponding unconfined compressive strength and graph recorded from each test. The undrained shear strength values were assumed to be equal to the soil cohesion and were used in the soil stratification and the calculation of the ultimate bearing capacity.

Consolidation Test

The one dimensional consolidation tests were performed to determine the magnitude of volume decrease that a laterally confined soil would undergo when subjected to different vertical pressures. The main purpose of this test is to obtain data that could be used to predict the approximate total settlement. The test specimens were placed inside a metal ring with porous stones on both top and bottom. The loadings were then applied and settlement was recorded. From the measured data, the consolidation curve (pressure-void ratio relationship) was plotted in log format. The soil properties determined from the consolidation tests can be used to estimate the magnitude of the anticipated settlement but that is beyond the scope of this study. If loading criteria is provided, L&G can perform a settlement analysis and amend this report. Calculations of this type are vital in the design of engineered structures and the evaluation of their performance. Consolidation input values and strain readings can be found in tabular and graphical form in Appendix V (Consolidation Tests) of this report.

Summary of Laboratory Testing

A summary of the laboratory testing performed on the collected samples is located in Appendix I of this report and can also be located on the boring logs in relation to their corresponding depths. A table representing the total number of tests performed is shown below.

Test Name & ASTM Designation	Number of Tests Performed
Moisture Content (ASTM D 2216)	30
Plasticity Index (ASTM D 4318)	23
% Finer than No 200 (ASTM D 1140)	20
Hydrometer Analysis (ASTM D 422)	6
Unconfined Compression (ASTM D 2166)	1
1-D Consolidation (ASTM D 2435)	2

FOUNDATION RECOMMENDATIONS

Foundation Systems

The selection of an appropriate type of foundation design is based on many factors, some of which are: soil conditions, site drainage, economics, climate, the presence of vegetation, insurance and or mortgage company requirements, city/government codes, the level of risk acceptable to the owner/developer and other customer requirements.

There are various types of foundation shapes and designs commonly used for the type of construction that is planned. The three main types currently in use are:

I. Slab-on-grade foundation systems which are supported in the shallow surface soils (footings optional)
II. Slab-on-grade foundations supported by drilled shafts founded below the seasonal moisture variation zone
III. Pier and grade beam foundations in which the supporting drilled shafts that suspend the foundation are founded below the seasonal moisture variation zone

For building foundations in this area, the most commonly constructed type is a slab-on-grade foundation supported in the shallow surface soils (Type I). For each system listed above the compatibility between foundation rigidity and the type of super-structure to be supported by the foundation must be considered in order to avoid damage to the super-structure.

The soils encountered at this site are subject to moderate to low shrink and swell associated with changes in the percent moisture. The wet condition of these soils leaves the potential for some differential movement with a decrease in moisture.

In any foundation design there are always levels of risk associated with failure; no economically viable foundation design will negate all associated risk. It is important to stress the fact that maintenance of the foundation will help to reduce the potential for structural damage. Maintenance includes, but is not limited to positive drainage around the perimeter of the foundation and the planting of vegetation no closer to the foundation than its mature height.

Type I, Slab-on-grade Foundation System (w/ Optional Footings)

It is the understanding of **L&G** that a slab-on-grade foundation founded on compacted select fill and in-situ subgrade with footings is currently being considered for this site. This type of foundation will potentially move differentially and behave differently than a suspended floor slab or a drilled shaft supported slab. Type I foundations are inherently subjected to more differential foundation movement; however, proper site preparation and appropriate structural design of slab-on-grade foundation systems allows their successful utilization.

The owner should be aware that a greater risk of movement is associated with a slab-on-grade foundation system and that some differential movements are expected to occur through time. Since the foundation will not allow the normal evapotranspiration of moisture from the ground, the moisture level will change beneath the foundation due to equilibration; causing some differential movement during the life of the foundation. The control of foundation movement is a function of the maintenance of uniform moisture beneath and around the slab and proper placement of fill materials. The design parameters for slab-on-grade foundations provided in this report are based on climactic affects and do not reflect adverse conditions from improper site drainage, previous or future vegetation, fill settlement, utility line leaks or unexpected fluctuations in the subterranean level of groundwater due to capillary action.

Potential Vertical Rise

The soils found at this site consisted primarily of surface clayey sands and sandy lean clays with underlying fat clays which have a medium potential for differential movements due to high plasticity indices and low moisture contents below six to eight feet.

The Potential Vertical Rise (PVR) calculations for the soil profiles found at each boring were performed using the Texas Department of Transportation's (TxDOT) TEX 124-E method. Based on this method we have found that the total range of ***PVR*** for this site is ***between 0.9 and 1.8 inches, with a site average PVR of 1.40 inches.***

This value represents total vertical in-situ movements and does not consider differential swell between any two points on the ground nor does it take into account movements caused by uncontrolled water sources such as poor drainage, migration of subsurface water from off-site locations, and utility line leaks. The PVR value is based on the soil stratigraphies found in the boring logs. In this area, ***PVR*** values of ***1 inch or less*** are generally considered acceptable for most common slab-on-grade foundation designs.

For this site, PVR has been calculated for each individual boring location (as shown in the table below) and the "Average In-Situ PVR" was utilized to calculate cut and fill recommendations.

Boring Location	Calculated PVR
B-1	1.5
B-2	0.9
B-3	1.8
Site Average PVR	***1.40***

L&G recommends that the following earthwork procedures be followed to reduce the PVR to **approximately 1.0 inch:**

- The existing in-situ subgrade should be stripped and grubbed of vegetation to a depth of **six (6) inches below the existing natural ground**.
- The exposed subgrade should then be proofrolled to identify any soft yielding areas. These areas should be over-excavated and replaced with select fill.
- After proofrolling the exposed subgrade should be scarified to a depth of 6" and moisture conditioned between optimum and plus three (+3) percentage points of the optimum moisture content. The subgrade should then be compacted to 95% of optimum density as determined by ASTM D698.
- The excavated area should then be built up using select fill material to a minimum elevation of 1 foot above to the base flood elevation in this area (the base flood elevation is 64'). Select fill placement must be performed in accordance with the ***Site Preparation*** and ***Select Fill Recommendation*** portions of this report.

These recommendations will lower the site average PVR to approximately 1.06 inch. Should select fill selection and placement differ from the recommendations presented herein, **L&G** should be informed of the deviations in order to re-evaluate our recommendations and design criteria.

Post-Tensioning Slab Design Parameters

The recommendations for foundation design criteria in this section have been calculated using the method described by the Post-Tensioning Institute manual, "Design of Post-Tensioned Slabs-on-Ground" Third Edition; also know as the PTI method. This method gives soil parameters for ribbed or uniform thickness (monolithic) foundations that can be used in the design of post-tensioned or traditionally reinforced foundations. The PTI method does not allow for the development of design parameters for collapsing soils or other highly unusual conditions. It must be emphasized that the determination of these parameters is based upon normal climate-moisture variance from season to season in the local area and are invalid when influenced to any significant degree by other conditions, including but not limited to those mentioned in the previous sections.

The edge moisture variation distances (e_m) for the center and edge lift conditions were derived based on a Thornthwaite index of -30 for the project site. The Thornthwaite index is based on the average rainfall over a significant period of time (e.g. 20 or 30 years) in excess or deficit of the average evapotranspiration rates of the area. Other parameters and influencing variables were derived using information collected from the laboratory tests performed on the recovered soil samples as stated in the PTI guidelines for geotechnical exploration and laboratory testing

schedule. A table which lists the PTI design parameters for a slab-on-grade foundation supported in the shallow surface soils is located below.

Recommended PTI Slab Design Parameters

	Center Lift Conditions		Edge Lift Conditions	
Equilibrium Soil Suction (pF)	Edge Moisture Variation Distance e_m (ft)	Estimated Differential Movement y_m (in)	Edge Moisture Variation Distance e_m (ft)	Estimated Differential Movement y_m (in)
4.0	**9.0'**	**0.07"**	**4.8'**	**0.28"**

Wire Reinforcement Institute Slab Design Parameters

The Wire Reinforcement Institute (WRI) method is an empirically derived foundation design method that was developed by observing slab performance and creating and modifying equations to give results which approximate the observations. While the WRI method deals only with foundations reinforced with reinforcing bars or welded wire reinforcement, the procedure has been developed to be independent of the type of reinforcement used.
The climatic rating reflects the stability of the moisture content which may be expected in the soil due to the climatic conditions which may vary from year to year. The effective design PI was obtained by weighting the PIs in each boring as described in the WRI procedures. The slope correction factor is based on the average slope of the lot. Since the slope of the lot is very low the adjustment factor was negligible. Below is a table which lists these WRI design parameters for a slab-on-grade foundation supported in the shallow surface soils.

Recommended WRI Slab Design Parameters

Effective PI	Climactic Rating	Slope Correction Coefficient	Soil Support Index
24	15	1.0	0.11

** The Effective PI was calculated using the assumed earthwork recommendations in the Potential Vertical Rise section of this report.

Bearing Capacity of Soils

The bearing capacity of the existing natural ground is the ability of a soil to support imposed loadings. The ultimate bearing capacity, q_u, is the theoretical maximum pressure that can be resisted before general shear failure occurs in the soil and was estimated using the following general bearing capacity equation, as recommended by the United States Army Corps of Engineers manual EM 1110-1-1905 titled "Bearing Capacity of Soils":

$$q_u = c\,N_c + \tfrac{1}{2}\,B\,\gamma_h\,N_\gamma + \sigma\,N_q$$

where:
- q_u = ultimate bearing capacity
- c = soil cohesion
- B = effective width of foundation
- γ_h = effective unit weight of soil within failure zone
- σ = effective soil surcharge pressure at depth

N_c, N_γ, and N_q are dimensionless bearing capacity factors developed by Karl Terzaghi. Due to the amounts of clay (fines) material in the existing soil profile, the angle of internal friction was assumed to be zero for our analysis, which produced the following dimensionless factors: N_c = 5.7, N_γ = 0.0 and N_q = 1.0. No shape factors were used during our calculations for ultimate bearing capacity. Cohesion values were assumed to equal the undrained shear strength values that were measured in the unconfined compression tests performed on the recovered samples and field standard penetration tests.

Generally, a factor of safety of 3 or greater is recommended as standard engineering practice when calculating the allowable bearing capacity, as noted in chapter 1 of EM 1110-1-1905. The bearing capacity analysis performed for this foundation utilized a factor of safety equal to 3. **The maximum allowable bearing capacity for this site using a monolithic slab on grade is 1900 pounds per square foot.**

Bearing Capacity of Continuous Footing

Conventional continuous footings may be used to support the estimated concrete masonry wall loads created by the structure. Continuous footings are located along the perimeter of the slab and can also be used as interior beams to support wall loads. The result is a "matt foundation". **The maximum allowable bearing capacity using a continuous footing with a minimum width of 18 inches is 2800 pounds per square foot.** This value was calculated using a factor of safety equal to 3. These capacities were calculated in assuming the soil improvements from the "Potential Vertical Rise" section of this report have been followed. Continuous footings should bear in compacted fill or subgrade material at a minimum depth of three (3) feet below the proposed bottom of slab.

Bearing Capacity of Square Shallow Footing

Square footings may be used to support any concentrated column loads for the structure. Using a square footing with a minimum side length of 3 feet (36 inches), a **maximum allowable bearing capacity of 3200 pounds per square foot** can be achieved. This value was calculated using a factor of safety equal to 3. These capacities were calculated in assuming that the soil improvements from the "Potential Vertical Rise" section of this report have been followed. Square footings should bear in compacted fill or subgrade material at a minimum depth of three (3) feet below the proposed bottom of slab.

GENERAL CONSIDERATIONS DURING CONSTRUCTION

Site Grading

Site grading plans can result in changes in almost all aspects of foundation recommendations. We have prepared the foundation recommendations based on the existing ground surface and the stratigraphic conditions encountered at the time of our study. We are aware that the existing site will be raised using select fill material to assist in site drainage and to conform to FEMA guidelines; however no specific finished floor elevation was given prior to our investigation. If the grading plans differ from the approximate earthwork recommendations given in this report, L&G should be retained to review the site grading plans prior to bidding the project for

construction. This will enable us to provide input for any changes in our original recommendations that may be required.

Site Drainage Recommendations

Drainage is one of the most important aspects to be addressed to ensure the successful performance of any foundation. Positive surface drainage should be implemented prior to, during and maintained after construction to prevent water ponding at or adjacent to the building facilities. It is recommended that the building and site design include rain gutters, downspouts and concrete gutters to channel runoff to adjacent pavement or storm drains.

Site Preparation Recommendations

Building areas and all areas used to support foundation construction should be stripped of all vegetation and organic topsoil (approximately 6 inches in depth) up to a minimum of three (3) feet beyond the building perimeter. After stripping the floor slab areas, the exposed subgrade should be proofrolled in order to locate any weak, compressible soft spots. Weak or soft areas identified during proof rolling should be over-excavated and replaced with select and compacted to 95% of the optimum density. Proof rolling should be performed in accordance with Item 216 of TxDOT's 2004 Standard Specifications and operations should be observed by the Geotechnical Engineer or his representative to document subgrade condition and preparation. Subgrade should then be scarified to a minimum depth of 6 inches and moisture conditioned between optimum and plus three (+3) percentage points of the optimum moisture content. Re-compact the subgrade to at least 95% of the maximum dry density as determined by ASTM D698. The excavated areas should then be raised using select fill materials to the required elevations (to provide positive drainage away from the foundation structures). All placement of select fill shall be accordance with the *Select Fill Recommendations* section of this report. Any excavation/backfill activities should be observed by L&G Engineering Laboratory representatives to document subgrade preparation.

Select Fill Recommendations

Materials used for select fill shall meet the following requirements:

1. Soils classified according to the Unified Soils Classification System as SM, SC, GM, GC, CL, ML and combinations of these soils. The soils shall be relatively free of organic matter. In addition to the USCS classification, select materials shall have a ***liquid limit of less than 50 and a plasticity index between 8 and 20.***

2. Soils classified as CH, MH, OH, OL and PT, under the USCS are not considered suitable for use as select fill materials at this site.

3. ***Based on the findings of this geotechnical exploration, some portions of the surface soils at this site may be utilized as Select Fill if they are free of organic material such as roots and grasses. We recommend additional quality control of "Select Fill" materials as they are being excavated, placed and compacted to ensure that they meet the requirements of the this section.***

Select fill shall be placed in lifts not to exceed 8 inches loose (6 inches compacted) and compacted to a minimum 95 percent of the maximum dry density as determined in accordance with ASTM D 698. The water content of the select fill shall be maintained within the range of two (2) percentage points below optimum to three (3) percentage points above the optimum moisture content until the fill is permanently covered. The select fill should be properly compacted in accordance with these recommendations and tested for compaction as specified.

Excavation, Sloping, Benching and Utility Considerations

The collection of specific geotechnical data and development of a plan for trench safety, sloping, benching or various types of temporary shoring, is beyond the scope of the this study. However, if trenches are to extend to or below a depth of five (5) ft, the contractor or persons doing the trenching should adhere to the current Occupational Health and Safety Administration (OSHA) guidelines on trench excavation safety and protection measures. Other industry standards may be applicable. Utilities that protrude through the slab-on-grade should be designed with some degree of flexibility or with sleeves. Such features will help reduce the risk of damage to utility facilities from soil movements related to shrinkage and expansion. Furthermore, when trenching for utility installation, we recommend that the backfill used to protect these utilities conform to the "Select Fill Recommendations" of this report.

Shallow Foundation Excavation Considerations

The Geotechnical Engineer or his representative should observe shallow foundation excavations prior to the placement of reinforcing steel and concrete. This is necessary to verify that the bearing soils at the bottom of the excavations are similar to those encountered during the subsurface soil exploration phase and that excessive loose materials and water are not present in the excavations. If soft pockets of soil are encountered in the foundation excavations, they should be removed and replaced with a compacted non-expansive fill material or lean concrete up to the design foundation bearing elevation.

PAVEMENT SECTION

General and Background Information

We recommend that the existing surface soils be tested after the pavement areas have been excavated or filled to the top of the subgrade elevation to verify whether recommended flexible pavement options need to be modified. The field exploration indicated the presence of moderately plastic soils along the proposed pavement locations. Based on these conditions, we recommend that the proposed pavement locations are compacted to optimum moisture and density in compliance with the "Site Preparation" portion of this report. The proposed pavement section for entrances, drives, and parking areas may be chosen from one of the following options:

Recommended Pavement Options

The pavement thicknesses presented herein are considered typical and minimum for the assumed parameters and loadings in the general site area. We understand that budgetary considerations occasionally warrant thinner pavement sections than those presented. The client, owner, and project designers should be aware that thinner pavement sections may result pavement failure or reduction of projected pavement life. These pavement recommendations were created using design guidelines set forth by the American Association of State Highway and Transportation Officials (AASHTO) and the general soil properties for the surrounding areas.

Flexible Pavement Options

Materials (see note)	Automobile Parking		Truck / Bus Driveways	
Hot Mix Asphalt (in.)	2	2	2.5	2.5
Caliche Base (in.)	-	8	12	-
Treated Caliche Base (in.)	6	-	-	10
Compacted Subgrade (in.)	6	6	12	12

Note: All thicknesses are considered minimum. Untreated subgrade must be moisture conditioned and compacted to optimum moisture and density in accordance with the Site Preparation and Select Fill recommendations of this report. Please refer to "Pavement Section-Material Specification Recommendations" for details on material specifications.

PAVEMENT SECTIONS- MATERIAL SPECIFICATION RECOMMENDATIONS

Hot Mix Asphaltic Concrete Surface

The Asphaltic surface shall meet the requirements of the current TxDOT 2004 Specification Item 340 for Hot Mix Asphaltic Concrete. The hot mix Asphaltic surface will be compacted to between 91 and 96 percent of the maximum theoretical density in conformance with the specification. It is recommended that the testing required by this specification be performed during production and placement by a representative of L&G Engineering Laboratory.

Base Material (Caliche)

The base material shall meet the requirements of TxDOT 2004 Specification Item 247 Type E, Grade 4 as approved by the engineer. Flexible Base (TY E GR 4) shall conform to the following requirements **before** lime or admixtures are added:

Retained on Square Sieve	Percent Retained
1/2 "	20-60
No. 4	40-75
No. 40	70-90
Max. Plasticity Index	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

In addition, the base material may be treated with a minimum one (1) percent lime or Portland cement by weight to provide added stability and lower the plasticity. Lime shall meet the requirements of TxDOT 2004 Specification Item 260. Portland cement shall be Type II meeting ASTM C150 or Type IP meeting ASTM C595. Lime treatment will be in accordance with TxDOT 2004 Specification Item 260 for base courses and Subgrade. Cement treatment shall be in accordance with TxDOT 2004 Specification Item 275. The base material may also be stabilized with ROADBOND EN 1.

The base shall be compacted to a minimum 98 percent of the maximum dry density as determined by the standard moisture density relation (ASTM D 698) at moisture contents ranging between minus two (-2) and plus three (+3) percentage points of the optimum moisture content. The base shall be placed in loose lifts not to exceed 8 inches (6 inches compacted). **L&G Engineering Laboratory** strongly recommends that the base material be lime treated.

Treated Subgrade

Stabilization treatment of the subgrade soils is recommended to improve the strength of the soil and provide a platform base for resistance to moisture intrusion. Prevention of moisture intrusion is extremely important because increases in moisture content of the subgrade and base material will significantly reduce the material's structural ability to carry applied loads. The optimum lime content should reduce the Plasticity Index of the soil to less than 18 and should result in a soil lime mixture with a pH of at least 12.4 when tested in accordance with ASTM C 977, Appendix XI. The lime should be blended with a mixing device such as a pulverizer or mixer to produce a homogeneous soil and shall be allowed to cure for at least 48 hours. After curing the lime soil mixture, it shall pass the grading requirements of TXDOT 2004 Specification Item 260 and compacted to a minimum 95 percent of the maximum dry density determined in accordance with ASTM D 698 at moisture contents ranging from minus two (-2) to plus three (+3) percentage points of the optimum moisture content. If the in place gradation requirements can be achieved during the initial mixing, the remixing after the curing period can be eliminated. Please note that there is a relationship between the time of mixing and the maximum dry density. Any mixture older than three (3) days will require determination of the new moisture density relationships.

Other Considerations

Adequate perimeter drainage is essential for long-term performance of any pavement structure. Infiltration of surface water from unpaved areas surrounding the pavement should be minimized. We do not recommend the placement of landscape beds on the paved areas. Above grade planter boxes with drainage discharge onto the top of pavement or directed into storm sewers should be considered if landscape features are to be used.

Base materials under curb and gutters and valley gutters should be compacted to the same requirements as other areas. It is recommended that these curb and gutters be extended through the base and a minimum of three (3) inches into the subgrade. This will reduce the potential of

intrusion of moisture from adjacent areas. An adequate seal should be provided at all concrete-asphalt interfaces. It is recommended that a crack sealant compatible to both asphalt and concrete be used.

A maintenance plan is recommended for the long-term performance of paved areas. Asphaltic pavements have a tendency to strip and become oxidized with exposure to the elements. Thus cracks may become present in the pavement. It is recommended that a maintenance schedule of crack sealing, fog seals and overlays be used over the life of the pavement.

REFERENCES

1. Post-Tensioning Institute, 2004, "Design of Post-Tensioned Slabs on Ground", Phoenix, AZ.

2. Wire Reinforcement Institute, 1981, "Design of Slab-on-Ground Foundations", Hartford, CT.

3. Jacobs, Jerry L., 1981, "Soil Survey of Hidalgo County, Texas", Washington, D.C.

4. TxDOT, 2004, "Standard Specification for the Construction of Highways, Streets, and Bridges", Austin, TX.

5. TxDOT, 2005, "100-E, Soils & Aggregates Test Procedures", Austin, TX.

6. Bureau of Economic Geology, 1976, "Geologic Atlas of Texas, Mc Allen-Brownsville Datasheet", Austin, TX.

7. Das, Braja M., "Principles of Foundation Engineering", PWS-KENT Publishing, Boston, MA, 1990.

8. United Stated Army Corps of Engineers, "Bearing Capacity of Soils", EM 1110-1-1905

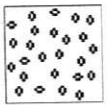
9. American Society of Testing Materials, Volume 04.08, Soil and Rock (I): D420- D5779 March 2003.

10. http://www.roadbond-en1.com , C.S.S. TECHNOLOGY, INC.

APPENDIX I – BORING LOGS & TEST SUMMARIES

Symbol Legend

USCS Symbols (ASTM D2487)

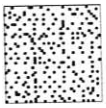

Well Graded Gravels, Gravel-Sand Mixtures, Little or No Fines, **GW**

Poorly Graded Gravels, Gravel-Sand Mixtures, Little or No Fines, **GP**

Silty Gravels, Gravel-Sand-Silt Mixtures, **GM**

Clayey Gravels, Gravel-Sand-Clay Mixtures, **GC**

Well Graded Sands, Gravelly Sands, Little or No Fines, **SW**


Poorly Graded Sands, Gravelly Sands, Little or No Fines, **SP**

Silty Sands, Sand-Silt Mixtures, **SM**

Clayey Sands, Sand-Clay Mixtures, **SC**

Inorganic Silts, Silt with Sand or Gravel, Silty or Clayey Fine Sands, or Clayey Silts with Slight Plasticity, **ML**

Inorganic Clays of Low to Medium Plasticity, Gravelly Clays, Sandy Clays, Silty Clays, Lean Clays, **CL**

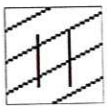
Organic Silts and Organic Silty Clays of Low Plasticity, **OL**

Inorganic Silts, Micaceous or Diatomaceous Fine Sandy or Silty Soils, Elastic Silts, **MH**

Inorganic Clays of High Plasticity, Fat Clays, **CH**

Organic Clays of Medium to High Plasticity, Organic Silts, **OH**

Peat, Humus, Swamp and Other Highly Organic Soils, **PT**

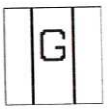

Silty Clay, Silty Clay with Sand or Gravel, **CL-ML**

Sample Type Symbols

Undisturbed Sample

Auger

Core



Grab

Shelby Tube (thin wall)

Excavation

No Recovery

Split Spoon (barrel)

L&G Engineering Laboratory, LLC
2100 W. Expressway 83, Mercedes, Texas 78570
900 S. Stewart Rd., Suite 10, Mission, Texas 78572

LOG OF BORING NO. B-1

Project Name: Hidalgo County Sheriff's Office Substation
Location: Weslaco, TX
Number: 1

Depth, feet	Material Description	Sample Type	SPT / N Value	Pocket Pen. (tsf)	Dry Unit Wt. (pcf)	Unconf. Shear Strength (tsf) (1/2 Qu)	% Finer No. 200 Sieve	% Moisture	Liquid Limit	Plastic Limit	Plasticity Index
	Brown sandy lean clay (CL)		2					22.1	24	16	8
	Reddish brown fat clay w/ sand (CH)		5					23.6	58	20	38
5			5				78.2	24.1			
	Brown lean clay w/ sand (CL)			2.0				16.7	49	20	28
				0.75			83.7	23.3			
10											
				1.0				22.2	45	15	29
15											
			18				73.7	22.9	33	14	20
20											

SPT / N Value scale: 1 11 31 50

Completion Depth: 20'
Date Started: 09/25/08
Date Completed: 09/25/08
Drilled By: L&G Engineering Laboratory
Logged By: E.L.

Water Strike: 13' 5"
Water Level After 24 Hrs.: 2' 6"
Cave In After 24 Hrs.: 3' 10"
Remarks: N/A

L&G Engineering Laboratory, LLC
2100 W. Expressway 83, Mercedes, Texas 78570
900 S. Stewart Rd., Suite 10, Mission, Texas 78572

LOG OF BORING NO. B-2

Project Name: Hidalgo County Sheriff's Office Substation
Location: Weslaco, TX
Number: 2

Depth, feet	Graphic Log	Material Description	Sample Type	SPT / N Value	Pocket Pen. (tsf)	Dry Unit Wt. (pcf)	Unconf. Shear Strength (tsf) (1/2 Qu)	% Finer No. 200 Sieve	% Moisture	Liquid Limit	Plastic Limit	Plasticity Index
		Light brown clayey sand (SC)										
				2					22.5	28	14	14
				6				46.3	21.3			
		Brown sandy lean clay w/ calcareous nodules (CL)			2.25	131.14	0.5		21.0			
5				24				69.5	16.9	47	16	31
				16					17.6	39	18	21
10		Reddish brown lean clay w/ sand (CL)										
				17				71.5	19.5	35	17	18
15		Brown sandy lean clay (CL)										
				22				53.9	22.4			
20												

Completion Depth: 20'
Date Started: 09/25/08
Date Completed: 09/25/08
Drilled By: L&G Engineering Laboratory
Logged By: E.L.

Water Strike: 13' 1"
Water Level After 24 Hrs.: 2' 6"
Cave In After 24 Hrs.: 3' 0"
Remarks: N/A

L&G Engineering Laboratory, LLC
2100 W. Expressway 83, Mercedes, Texas 78570
900 S. Stewart Rd., Suite 10, Mission, Texas 78572

LOG OF BORING NO. B-3

Project Name: Hidalgo County Sheriff's Office Substation
Location: Weslaco, TX
Number: 3

Depth, feet	Graphic Log	Material Description	Sample Type	SPT / N Value	Pocket Pen. (tsf)	Dry Unit Wt. (pcf)	Unconf. Shear Strength (tsf) (1/2 Qu)	% Finer No. 200 Sieve	% Moisture	Liquid Limit	Plastic Limit	Plasticity Index
		Light brown clayey sand w/ calcareous nodules (SC)		2				41.1	22.6			
				4					21.9	31	12	19
5		Brown fat clay w/ sand & calcareous nodules (CH)			0.75			77.0	20.3	58	18	40
				16					20.3	56	18	38
				14				85.4	17.1			
10		Brown lean clay w/ sand (CL)										
				11					22.6	42	18	24
15												
				15				72.5	21.8	27	16	11
20												

Completion Depth: 20'
Date Started: 09/25/08
Date Completed: 09/25/08
Drilled By: L&G Engineering Laboratory
Logged By: E.L.

Water Strike: 13' 6"
Water Level After 24 Hrs.: 2' 8"
Cave In After 24 Hrs.: 4' 2"
Remarks: N/A

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900 S. Stewart Rd., Suite 10, Mission, Texas 78572

LOG OF BORING NO. PB-1

Project Name: Hidalgo County Sheriff's Office Substation
Location: Weslaco, TX
Number: 4

Depth, feet	Graphic Log	Material Description	Sample Type	SPT / N Value (1 11 31 50)	Pocket Pen. (tsf)	Dry Unit Wt. (pcf)	Unconf. Shear Strength (tsf) (1/2 Qu)	% Finer No. 200 Sieve	% Moisture	Liquid Limit	Plastic Limit	Plasticity Index
		Brown clayey sand w/ calcareous nodules (SC)										
				4				33.1	22.0	25	16	9
				6				37.5	21.1	25	16	9
5				2				39.8	21.9	27	14	13

Completion Depth: 6'
Date Started: 09/25/08
Date Completed: 09/25/08
Drilled By: L&G Engineering Laboratory
Logged By: E.L.

Water Strike: 4' 6"
Water Level After 24 Hrs.: 2' 10 "
Cave In After 24 Hrs.: 3' 1"
Remarks: N/A

L&G Engineering Laboratory, LLC
2100 W. Expressway 83, Mercedes, Texas 78570
900 S. Stewart Rd., Suite 10, Mission, Texas 78572

LOG OF BORING NO. PB-2

Project Name: Hidalgo County Sheriff's Office Substation
Location: Weslaco, TX
Number: 5

Depth, feet	Graphic Log	Material Description	Sample Type	SPT / N Value (1 11 31 50)	Pocket Pen. (tsf)	Dry Unit Wt. (pcf)	Unconf. Shear Strength (tsf) (1/2 Qu)	% Finer No. 200 Sieve	% Moisture	Liquid Limit	Plastic Limit	Plasticity Index
		Dark brown clayey sand (SC)										
				2				39.3	24.2	29	13	16
		Light brown sandy lean clay w/ calcareous nodules (CL)										
				3				52.0	23.5	29	14	15
5				4				49.6	21.8	40	13	27

Completion Depth: 6'
Date Started: 09/25/08
Date Completed: 09/25/08
Drilled By: L&G Engineering Laboratory
Logged By: E.L.

Water Strike: 4' 0"
Water Level After 24 Hrs.: 2' 4"
Cave In After 24 Hrs.: 2' 6"
Remarks: N/A

L&G Engineering Laboratory, LLC
2100 W. Expressway 83, Mercedes, Texas 78570
900 S. Stewart Rd., Suite 10, Mission, Texas 78572

LOG OF BORING NO. PB-3

Project Name: Hidalgo County Sheriff's Office Substation
Location: Weslaco, TX
Number: 6

Depth, feet	Graphic Log	Material Description	Sample Type	SPT / N Value (1 11 31 50)	Pocket Pen. (tsf)	Dry Unit Wt. (pcf)	Unconf. Shear Strength (tsf) (1/2 Qu)	% Finer No. 200 Sieve	% Moisture	Liquid Limit	Plastic Limit	Plasticity Index
		Brown clayey sand (SC)										
				4				39.6	25.1	27	11	16
				4				33.0	22.3	27	13	14
		Reddish brown fat clay w/ sand & calcareous nodules (CH)										
5				12				77.0	19.4	60	20	40

Completion Depth: 6'
Date Started: 09/25/08
Date Completed: 09/25/08
Drilled By: L&G Engineering Laboratory
Logged By: E.L.

Water Strike: 4' 6"
Water Level After 24 Hrs.: 2' 4"
Cave In After 24 Hrs.: 2' 6"
Remarks: N/A

SUMMARY OF SOIL SAMPLE ANALYSES

Project Name: Hidalgo County Sheriff's Office Substation
L&G Project Number: GL08007

Boring No.	Sample Depth (feet)	ASTM D-1586 (SPT) bl/ft	Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index	% Finer -200 sieve	Unconfined Shear Strength (psf)	Dry Unit Weight (pcf)	USCS
B-1	0.5-2.0	2	22.1%	24	16	8				CL
	2.5-4.0	5	23.6%	58	20	38				CH
	4.5-6.0	5	24.1%				78.2%			CH
	6.0-8.0		16.7%	49	20	28				CL
	8.0-10.0		23.3%				83.7%			CL
	13.0-15.0		22.2%	45	15	29				CL
	18.5-20.0	18	22.9%	33	14	20	73.7%			CL

Boring No.	Sample Depth (feet)	ASTM D-1586 (SPT) bl/ft	Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index	% Finer -200 sieve	Unconfined Shear Strength (psf)	Dry Unit Weight (pcf)	USCS
B-2	0.5-2.0	2	22.5%	28	14	14				SC
	2.5-4.0	6	21.3%				46.3%			SC
	4.0-6.0		21.0%					985	131.14	CL
	6.5-8.0	24	16.9%	47	16	31	69.5%			CL
	8.5-10	16	17.6%	39	18	21				CL
	13.5-15	17	19.5%	35	17	18	71.5%			CL
	18.5-20	22	22.4%				53.9%			CL

Boring No.	Sample Depth (feet)	ASTM D-1586 (SPT) bl/ft	Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index	% Finer -200 sieve	Unconfined Shear Strength (psf)	Dry Unit Weight (pcf)	USCS
B-3	0.5-2.0	2	22.6%				41.1%			SC
	2.5-4.0	4	21.9%	31	12	19				SC
	4.0-6.0		20.3%	58	18	40	77.0%			CH
	6.5-8.0	16	20.3%	56	18	38				CH
	8.5-10	14	17.1%				85.4%			CH
	13.5-15	11	22.6%	42	18	24				CL
	18.5-20	15	21.8%	27	16	11	72.5%			CL

SUMMARY OF SOIL SAMPLE ANALYSES

Project Name: Hidalgo County Sheriff's Office Substation
L&G Project Number: GL08007

Boring No.	Sample Depth (feet)	ASTM D-1586 (SPT) bl/ft	Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index	% Finer -200 sieve	Unconfined Shear Strength (psf)	Dry Unit Weight (pcf)	USCS
PB-1	0.5-2.0	4	22.0%	25	16	9	33.1%			SC
	2.5-4.0	6	21.1%	25	16	9	37.5%			SC
	4.5-6.0	2	21.9%	27	14	13	39.8%			SC

Boring No.	Sample Depth (feet)	ASTM D-1586 (SPT) bl/ft	Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index	% Finer -200 sieve	Unconfined Shear Strength (psf)	Dry Unit Weight (pcf)	USCS
PB-2	0.5-2.0	2	24.2%	29	13	16	39.3%			SC
	2.5-4.0	3	23.5%	29	14	15	52.0%			CL
	4.5-6.0	4	21.8%	40	13	27	49.6%			CL

Boring No.	Sample Depth (feet)	ASTM D-1586 (SPT) bl/ft	Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index	% Finer -200 sieve	Unconfined Shear Strength (psf)	Dry Unit Weight (pcf)	USCS
PB-3	0.5-2.0	4	25.1%	27	11	16	39.6%			SC
	2.5-4.0	4	22.3%	27	13	14	33.0%			SC
	4.5-6.0	12	19.4%	60	20	40	77.0%			CH

APPENDIX II – FIGURES & SURVEY

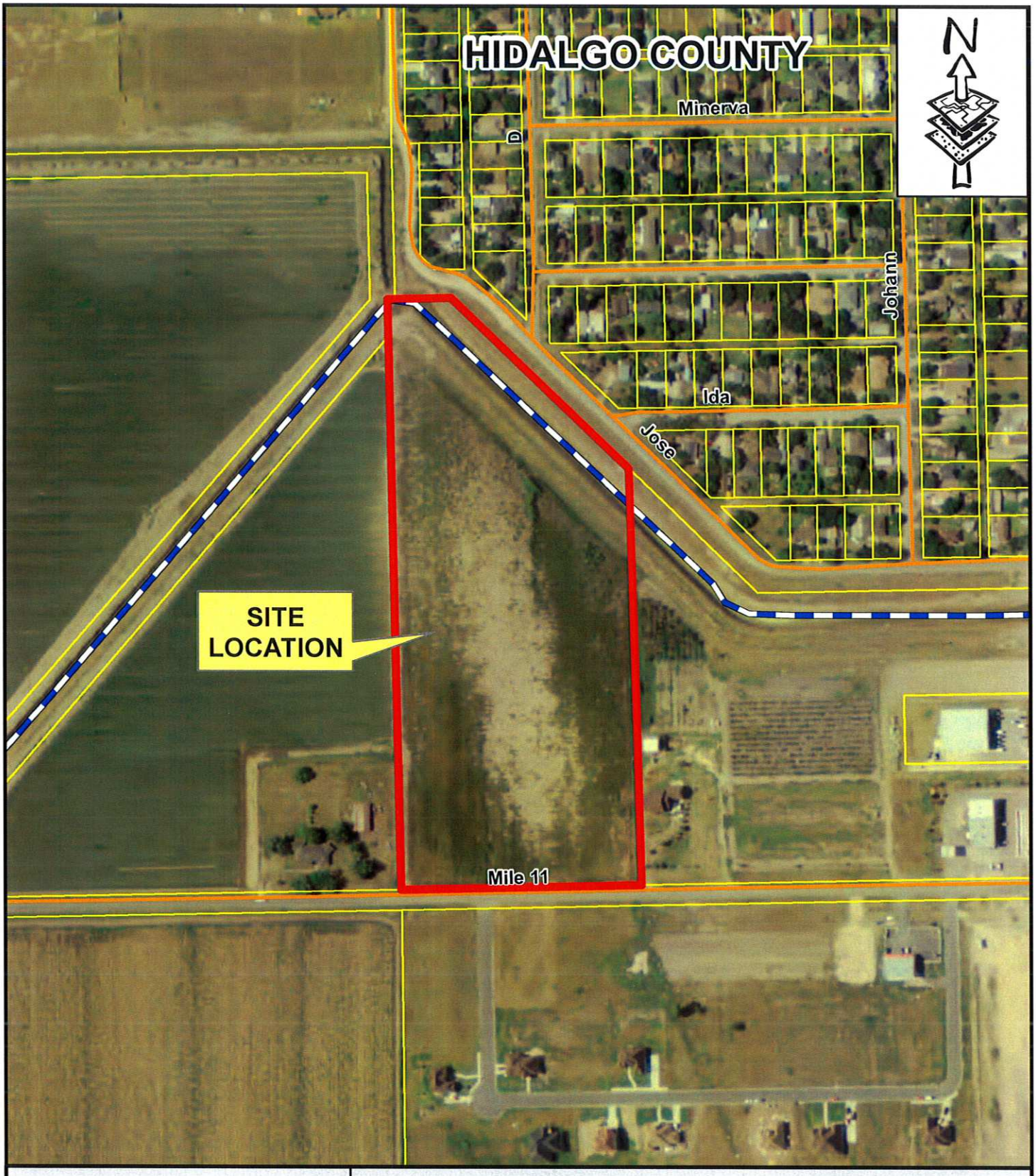


Figure. 1
Sheriff Substation
Location Map

Legend

- Property Line
- County Roads
- Parcels
- Hidalgo County Drainage District # 1

300 Feet
1 inch = 300 feet

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Construction Material Testing
2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-6613
Fax : (956) 565-6018

G:/GIS LAB/Sheriff Substation/Figure1 Location Map

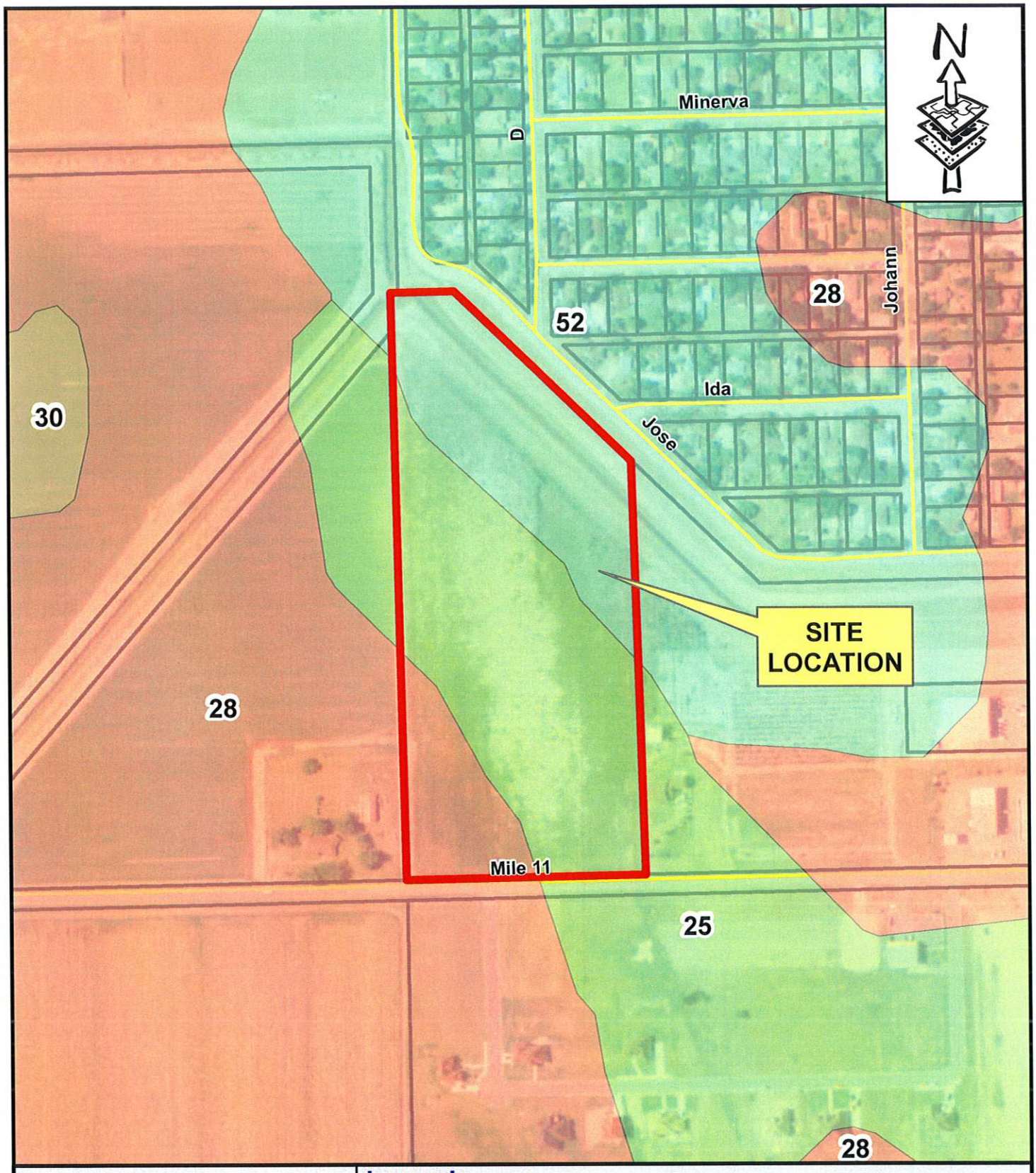


Figure. 2
Sheriff Substaion
Soil Classification Map
USGS Soil Conservation Service

Legend

- Property Line
- County Roads
- 25 Hidalgo Fine Sandy Loam
- 28 Hidalgo Sandy Clay Loam
- 52 Raymondville Clay Loam

300 Feet

1 inch = 300 feet

L&G Engineering

Highway / Civil
Structural / Bridge
Environmental
Construction Material Testing

2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9813
Fax : (956) 565-9018

G:/GIS LAB/La Joya / figure2 Soils Map

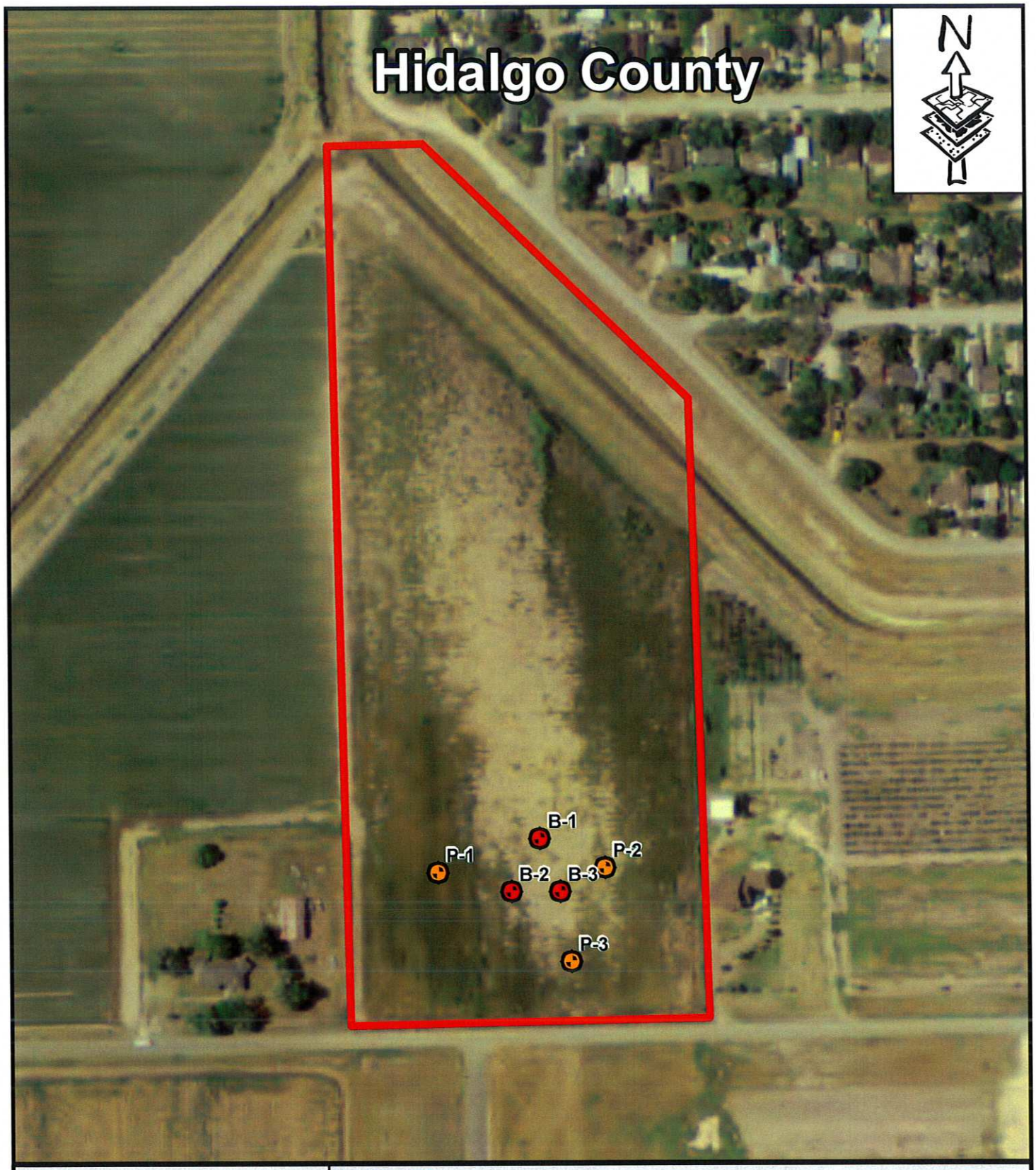


Figure. 3
Sheriff Substation
Boring Locations

Legend

Property Line

Bore Hole Location

Depth - 5'

Depth - 20'

200 Feet

1 inch = 200 feet

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Construction Material Testing
2100 W. Expressway 83
Mercedes, TX 78570
Phone : (956) 565-9813
Fax : (956) 565-9018

G:/GIS LAB/Sheriff Substation/ figure3 Bore Hole Map

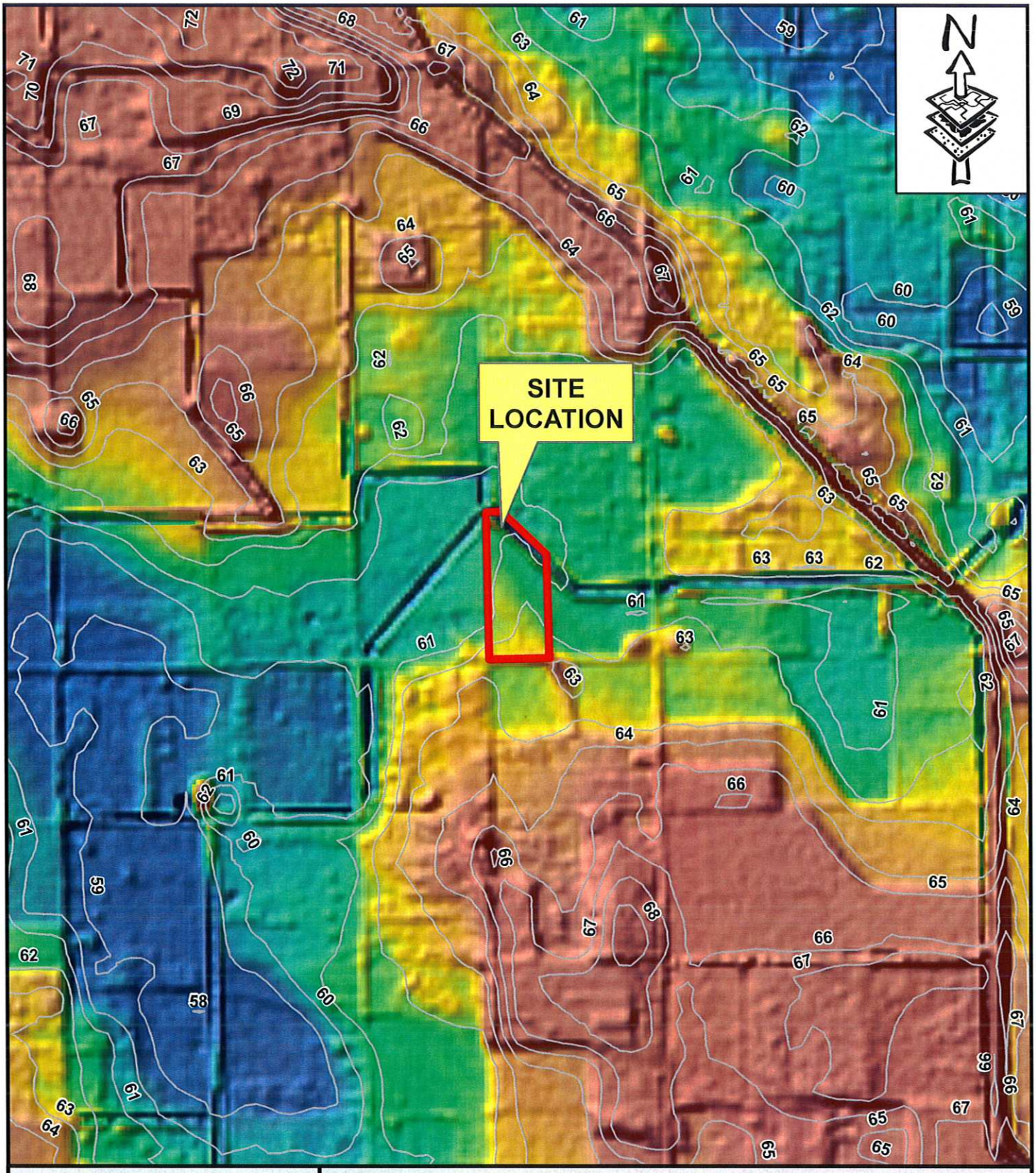


Figure. 4
Sheriff Substation
DEM- Contours Locations

Legend

- Property Line
- 1ft Contours

DEM

High :

Low :

1,200 Feet

1 inch = 1,200 feet

L & G Engineering

Highway / Civil
Structural / Bridge
Environmental
Construction Material Testing

2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-6813
Fax : (956) 565-6018

G:/GIS LAB/Sheriff Substation / figure4 Dem-Contout Map

Metes & Bounds Description
12.038 Acres

DESCRIPTION of a 12.038 acre (524,376 square feet) tract of land located in the Llan being out of and a part of Section 131, Farm Tract 1073 of the West & Adams Tra recorded in Volume 2, Page 34-37 of the Map Records of Hidalgo County (M.R.H.C.), 12.48 acre tract of land conveyed to County of Hidalgo in that deed dated October 1, 20 Official Records of Hidalgo County (O.R.H.C.), Texas, said 12.038 acre tract of land b bounds as follows with all bearings and coordinates based on the Texas State Plane Coo (1993 Adjustment). Distances and Coordinates are surface and may be converted to grid 0.999960016:

BEGINNING at a cotton spindle found on the centerline of Mile 11 North, based on t plat of said subdivision, for the southwest corner of said Farm Tract 1073 and said 12.48 278 of said subdivision and that called 17.68 acre tract of land conveyed to James H. recorded in Document Number 1421834 O.R.H.C., having surface coordinates of southwest corner of the herein described tract;

THENCE, North 01°12'51" West, with the west line of said Farm Tract 1073 and said of said Farm Tract 278 and said 17.68 acre tract, at a distance of 25.00 feet pass a 1/2-i of-way line of said Mile 11 North, at a distance of 64.90 pass a found 1/2-inch iron ro found 1/2-inch iron rod with cap, continuing a total distance of 1,169.29 feet (called 1, cap stamped "RODS Surveying, Inc." set on the south line of Hidalgo County Drainage way easement (150-foot width), as described in Condemnation Cause No. 997A, dated Page 610 of the Deed Records of Hidalgo County (D.R.H.C.), for the northwest corner o inch iron rod found bears North 01°12'51" West, a distance of 50.71 feet;

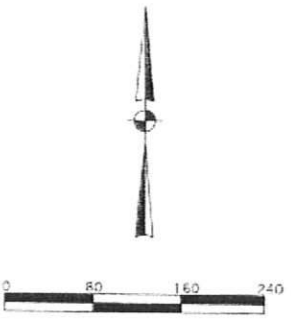
THENCE, North 88°38'22" East, with the south line of said drainage ditch right-of-w 73.76 feet) to a 5/8-inch iron rod with plastic cap stamped "RODS Surveying, Inc." s described tract;

THENCE, South 46°21'38" East, with the southerly line of said drainage ditch righ (called 647.03 feet) to a 5/8-inch iron rod with plastic cap stamped "RODS Surveying tract, for the northeast corner of the herein described tract;

THENCE, South 01°12'51" East, with the east line of said 12.48 acre tract, at a distance found for the northwest corner of Mirasoles Subdivision, as shown on the plat thereof conveyed to Leopoldo Garcia as a called 11.567 acre tract of land in that deed dated S 549859 O.R.H.C., continuing with the east line of said 12.48 acre tract, coincident with a distance of 670.82 feet pass a 1/2-inch iron rod found on the existing north right-of-w varies), continuing with said coincident line and the existing north right-of-way line of s pass a 1/2-inch iron rod with cap found for an angle point in said existing north right- 730.29 feet to a pk-nail set on the centerline of said Mile 11 North, for the southwest cor

THENCE, South 88°47'09" West, with the south line of aforementioned Farm Tract 10 distance of 531.28 feet to the **POINT OF BEGINNING**, containing 12.038 acres (524, being located within the existing right-of-way of said Mile 11 North.

SURVEYED: April, 2008



SCALE 1"=80'

1.65'
669.17'
"A"
T.S.

IDIVISION
e 75

DO GARCIA
1.567 ACRES
. 549859
R.H.C.
ER 11, 1996

R.O.W. LINE

Notes:

1. All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone (4205), North American Datum of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999960016.

2. A metes and bounds description accompanies this plat.

3. This survey was prepared with the benefit of a title report from Commonwealth Land Title Insurance Company, G.F. No. 108400, name of insured being County of Hidalgo, dated November 9, 2007.

4. D.R.H.C. Indicates Deed Records of Hidalgo County, Texas.

5. M.R.H.C. Indicates Map Records of Hidalgo County, Texas.

6. O.R.H.C. Indicates Official Records of Hidalgo County, Texas.

7. ○ Indicates a found 1/2" iron rod unless otherwise noted.

8. ⊙ Indicates a set 5/8" iron rod with plastic cap marked "RODS Surveying, Inc." unless otherwise noted.

9. This tract lies within floodway area "AE" with a base flood elevation of 64 according to FEMA floor insurance rate map community panel number 480334 0450C, revised May 30, 2002.

Easements:

A. Blanket easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9

B. Roads, easements and reservations as shown on the map and dedication of West and Adams Tract, recorded in Volume 2, Pages 34 and 35, M.R.H.C.

C. Easements for roadways, canals drainage ditches, etc. easement if favor of American Rio Grande Land & Irrigation Co. as shown by instrument dated June 30, 1919, recorded in Volume 89, Page 25 D.R.H.C.

POINT	
UM 101	
RM 102	

I, Jimmy D. Walton, hereby certify that this survey was made on the ground under my supervision and that this survey correctly represents the facts found on the ground at the time of the survey.

Jimmy D. Walton, R.P.L.S.
Texas Reg No. 5889

4-9-2008

BOUNDARY SURVEY OF 12.038 ACRES OF LAND OUT OF FARM TRACT 1073 WEST & ADAMS TRACT SUBD. VOL. 2, PG. 34-37 M.R.H.C. LLANO GRANDE GRANT HIDALGO COUNTY, TEXAS

JOB No. 199-20842000 DATE: APRIL, 2008

RODS Surveying, Inc.
GPS Right-of-Way Transportation Land Development
5201 S 1/2 MILE LINE ROAD
EDINBURG, TEXAS 78541
TEL (956) 383-5080
FAX (956) 383-6555

APPENDIX III - PVR

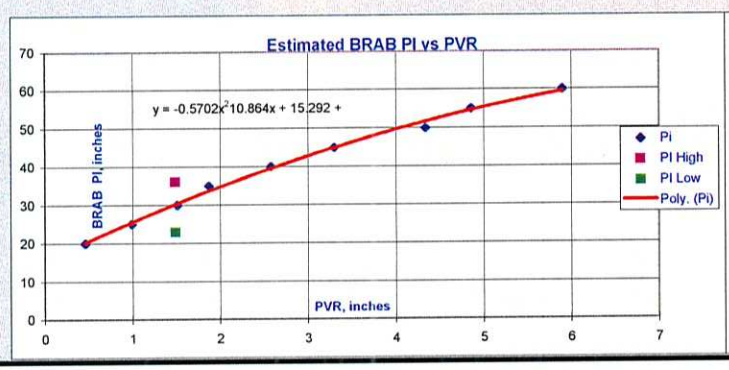
Project: Hidalgo County Sheriff's Office Substation
Number: GL08007
Boring: B-1
Date: 9/30/2008
Engineer: Rene C. Casares, E.I.T.

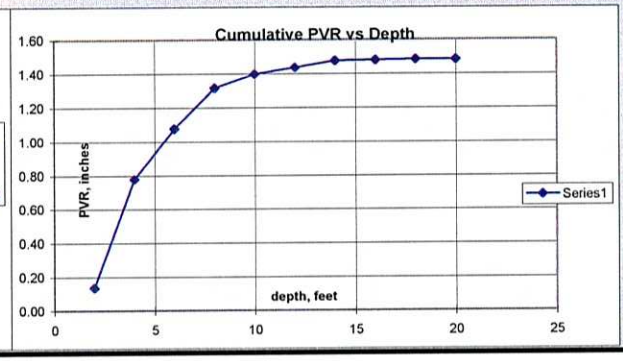
Existing in-situ soil has a PVR of approximately 1.5 inches at this location.

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Surcharge 1
Wet Density 125 psf

Layer	Top	Bottom		PI	Load Top	Load Bottom	Average Load, psi	Moisture content	Minus No. 40	Free Swell	Top of Layer	Bottom of Layer	Differential PVR	PVR in Layer	Cumulative PVR
1	0	2		8	0	2	1	wet	100%	3.0	0.00	0.14	0.14	0.14	0.14
2	2	4		38	2	4	3	avg	100%	12.0	0.88	1.52	0.64	0.64	0.78
3	4	6		33	4	6	5	avg	100%	10.0	1.20	1.50	0.30	0.30	1.08
4	6	8		28	6	8	7	dry	100%	11.0	1.72	1.96	0.24	0.24	1.32
5	8	10		28	8	10	9	wet	100%	7.0	0.92	1.00	0.08	0.08	1.40
6	10	12		28	10	12	11	wet	100%	7.0	1.00	1.04	0.04	0.04	1.44
7	12	14		29	12	14	13	wet	100%	7.0	1.04	1.08	0.04	0.04	1.48
8	14	16		29	14	16	15	wet	100%	7.0	1.08	1.08	0.00	0.00	1.48
9	16	18		24	16	18	17	wet	100%	6.0	0.74	0.75	0.00	0.00	1.49
10	18	20		20	18	20	19	wet	100%	5.0	0.40	0.40	0.00	0.00	1.49





PVR 1.5

Equivalent BRAB PI
27

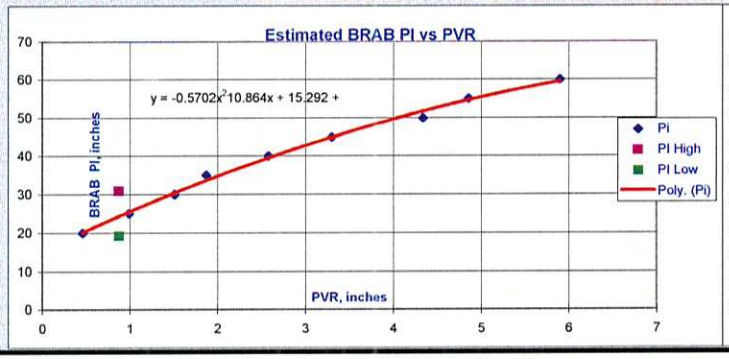
Project: Hidalgo County Sheriff's Office Substation
Number: GL08007
Boring: B-2
Date: 9/30/2008
Engineer: Rene C. Casares, E.I.T.

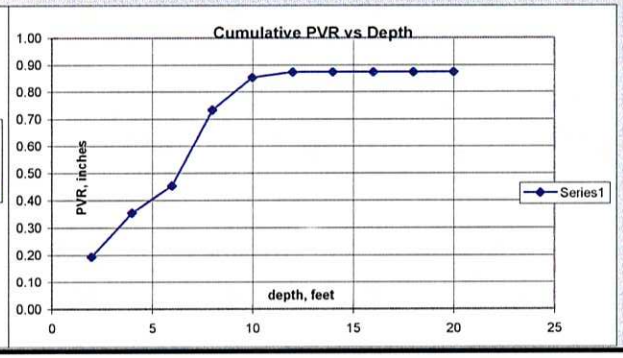
Existing in-situ soil has a PVR of approximately 0.9 inches at this location.

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Surcharge 1
Wet Density 125 psf

Layer	Top	Bottom		PI	Load Top	Load Bottom	Average Load, psi	Moisture content	Minus No. 40	Free Swell	Top of Layer	Bottom of Layer	Differential PVR	PVR in Layer	Cumulative PVR
1	0		2	14	0	2	1	wet	100%	4.0	0.00	0.19	0.19	0.19	0.19
2	2		4	22	2	4	3	wet	100%	6.0	0.36	0.52	0.16	0.16	0.35
3	4		6	22	4	6	5	wet	100%	6.0	0.52	0.62	0.10	0.10	0.45
4	6		8	31	6	8	7	dry	100%	12.0	1.94	2.22	0.28	0.28	0.73
5	8		10	21	8	10	9	dry	100%	8.0	1.18	1.30	0.12	0.12	0.85
6	10		12	19	10	12	11	avg	100%	6.0	0.70	0.72	0.02	0.02	0.87
7	12		14	18	12	14	13	wet	100%	5.0	0.40	0.40	0.00	0.00	0.87
8	14		16	18	14	16	15	wet	100%	5.0	0.40	0.40	0.00	0.00	0.87
9	16		18	18	16	18	17	wet	100%	5.0	0.40	0.40	0.00	0.00	0.87
10	18		20	18	18	20	19	wet	100%	5.0	0.40	0.40	0.00	0.00	0.87





PVR 0.9
Equivalent BRAB PI
21

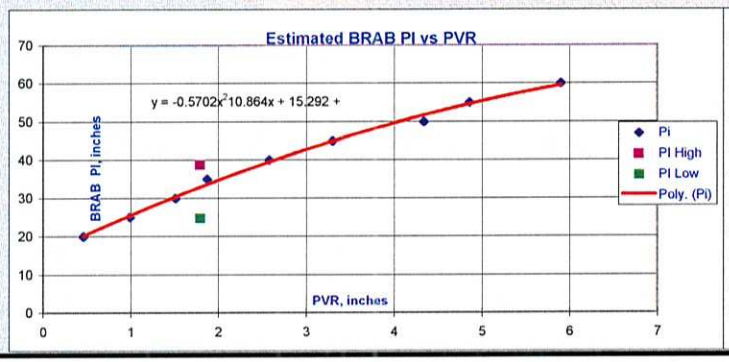
Project: Hidalgo County Sheriff's Office Substation
Number: GL08007
Boring: B-3
Date: 9/30/2008
Engineer: Rene C. Casares, E.I.T.

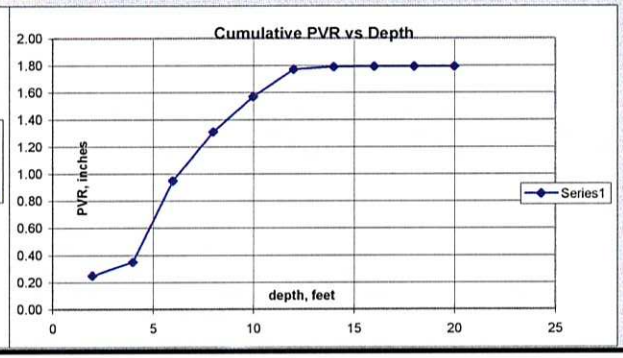
Existing in-situ soil has a PVR of approximately 1.8 inches at this location.

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Surcharge 1
Wet Density 125 psf

Layer	Top	Bottom		PI	Load Top	Load Bottom	Average Load, psi	Moisture content	Minus No. 40	Free Swell	Top of Layer	Bottom of Layer	Differential PVR	PVR in Layer	Cumulative PVR
1	0	2		19	0	2	1	wet	100%	5.0	0.00	0.25	0.25	0.25	0.25
2	2	4		19	2	4	3	wet	100%	5.0	0.25	0.35	0.10	0.10	0.35
3	4	6		40	4	6	5	dry	100%	15.0	2.00	2.60	0.60	0.60	0.95
4	6	8		38	6	8	7	dry	100%	14.0	2.38	2.74	0.36	0.36	1.31
5	8	10		31	8	10	9	dry	100%	12.0	2.22	2.48	0.26	0.26	1.57
6	10	12		31	10	12	11	dry	100%	12.0	2.48	2.68	0.20	0.20	1.77
7	12	14		24	12	14	13	wet	100%	6.0	0.72	0.74	0.02	0.02	1.79
8	14	16		24	14	16	15	wet	100%	6.0	0.74	0.74	0.00	0.00	1.79
9	16	18		17	16	18	17	wet	100%	4.0	0.33	0.33	0.00	0.00	1.79
10	18	20		11	18	20	19	wet	100%	3.0	0.25	0.25	0.00	0.00	1.79





PVR	1.8
Equivalent BRAB PI	
28	

Project: Hidalgo County Sheriff's Office Substation
Number: GL08007
Boring: B-1
Date: 9/30/2008
Engineer: Rene C. Casares, E.I.T.

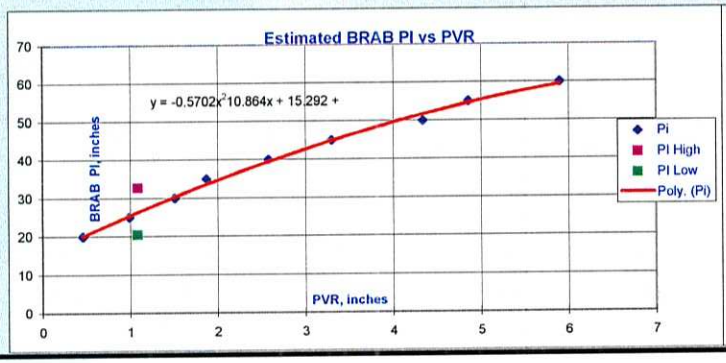
Recommendations:

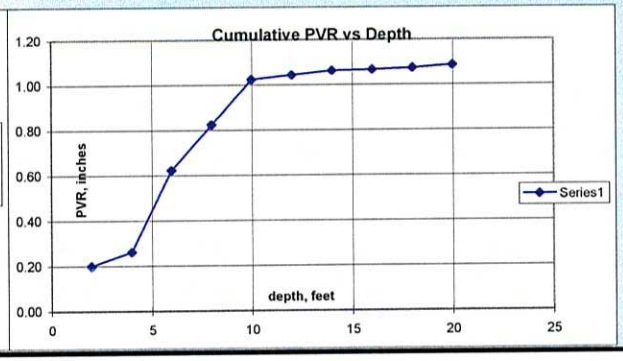
1. Remove top 6" (organics)
2. Compact and build up to elevation 65.

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Surcharge 1
Wet Density 125 psf

Layer	Top	Bottom		PI	Load Top	Load Bottom	Average Load, psi	Moisture content	Minus No. 40	Free Swell	Top of Layer	Bottom of Layer	Differential PVR	PVR in Layer	Cumulative PVR
1		0	2	20	0	2	1	wet	80%	5.0	0.00	0.25	0.20	0.20	0.20
2		2	4	8	2	4	3	wet	100%	3.0	0.14	0.20	0.06	0.06	0.26
3		4	6	38	4	6	5	avg	100%	11.0	1.36	1.72	0.36	0.36	0.62
4		6	8	33	6	8	7	avg	100%	10.0	1.50	1.70	0.20	0.20	0.82
5		8	10	28	8	10	9	dry	100%	10.0	1.70	1.90	0.20	0.20	1.02
6		10	12	28	10	12	11	wet	100%	6.0	0.70	0.72	0.02	0.02	1.04
7		12	14	28	12	14	13	wet	100%	6.0	0.72	0.74	0.02	0.02	1.06
8		14	16	29	14	16	15	wet	100%	7.0	1.08	1.08	0.00	0.00	1.07
9		16	18	29	16	18	17	wet	100%	7.0	1.08	1.09	0.01	0.01	1.07
10		18	20	24	18	20	19	wet	100%	6.0	0.75	0.76	0.01	0.01	1.09





PVR 1.1

Equivalent BRAB PI
25

Project: Hidalgo County Sheriff's Office Substation
Number: GL08007
Boring: B-2
Date: 9/30/2008
Engineer: Rene C. Casares, E.I.T.

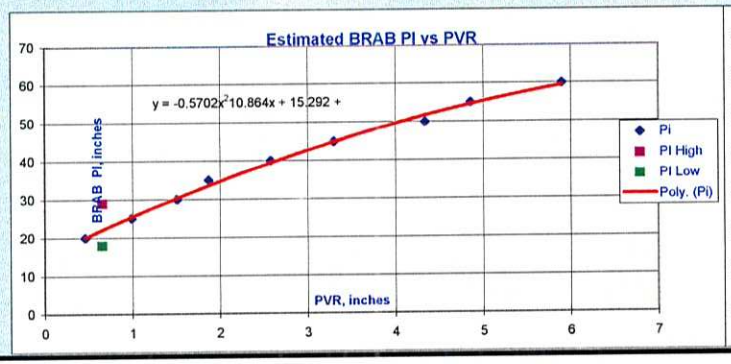
Recommendations:

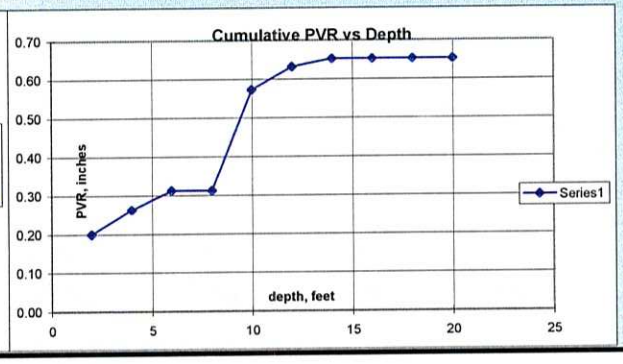
1. Remove top 6" (organics)
2. Compact and build up to elevation 65.

L & G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Surcharge 1
Wet Density 125 psf

Layer	Top	Bottom		PI	Load Top	Load Bottom	Average Load, psi	Moisture content	Minus No. 40	Free Swell	Top of Layer	Bottom of Layer	Differential PVR	PVR in Layer	Cumulative PVR
1		0	2	20	0	2	1	wet	80%	5.0	0.00	0.25	0.20	0.20	0.20
2		2	4	14	2	4	3	wet	100%	3.0	0.14	0.20	0.06	0.06	0.26
3		4	6	22	4	6	5	wet	100%	5.0	0.35	0.40	0.05	0.05	0.31
4		6	8	22	6	8	7	wet	100%	5.0	0.40	0.40	0.00	0.00	0.31
5		8	10	31	8	10	9	dry	100%	12.0	2.22	2.48	0.26	0.26	0.57
6		10	12	21	10	12	11	dry	100%	8.0	1.30	1.36	0.06	0.06	0.63
7		12	14	19	12	14	13	avg	100%	6.0	0.72	0.74	0.02	0.02	0.65
8		14	16	18	14	16	15	wet	100%	4.0	0.33	0.33	0.00	0.00	0.65
9		16	18	18	16	18	17	wet	100%	4.0	0.33	0.33	0.00	0.00	0.65
10		18	20	18	18	20	19	wet	100%	4.0	0.33	0.33	0.00	0.00	0.65





PVR 0.7
Equivalent BRAB PI
21

Project: Hidalgo County Sheriff's Office Substation
Number: GL08007
Boring: B-3
Date: 9/30/2008
Engineer: Rene C. Casares, E.I.T.

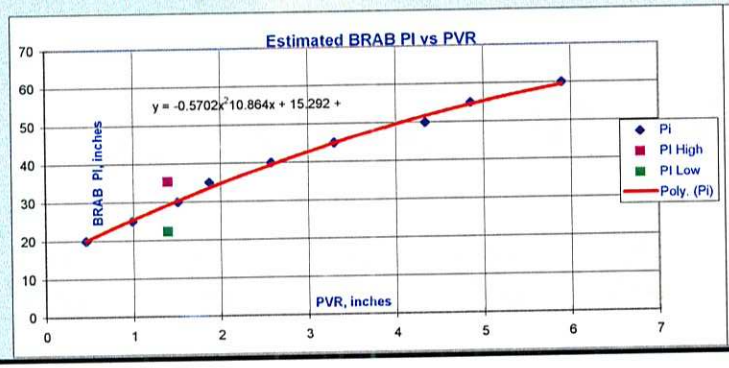
Recommendations:

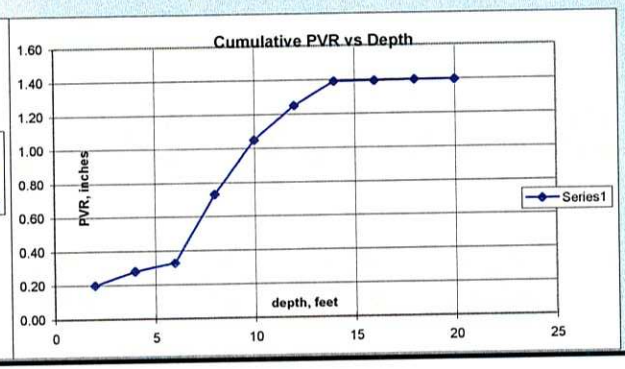
1. Remove top 6" (organics)
2. Compact and build up to elevation 65.

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Surcharge 1
Wet Density 125 psf

Layer	Top	Bottom		PI	Load Top	Load Bottom	Average Load, psi	Moisture content	Minus No. 40	Free Swell	Top of Layer	Bottom of Layer	Differential PVR	PVR in Layer	Cumulative PVR
1	0		2	20	0	2	1	wet	80%	5.0	0.00	0.25	0.20	0.20	0.20
2	2		4	19	2	4	3	wet	100%	4.0	0.19	0.28	0.08	0.08	0.28
3	4		6	19	4	6	5	wet	100%	4.0	0.28	0.32	0.05	0.05	0.33
4	6		8	40	6	8	7	dry	100%	15.0	2.60	3.00	0.40	0.40	0.73
5	8		10	38	8	10	9	dry	100%	14.0	2.74	3.06	0.32	0.32	1.05
6	10		12	31	10	12	11	dry	100%	12.0	2.48	2.68	0.20	0.20	1.25
7	12		14	31	12	14	13	dry	100%	12.0	2.68	2.82	0.14	0.14	1.39
8	14		16	24	14	16	15	wet	100%	6.0	0.74	0.74	0.00	0.00	1.39
9	16		18	24	16	18	17	wet	100%	6.0	0.74	0.75	0.00	0.00	1.39
10	18		20	17	18	20	19	wet	100%	4.0	0.33	0.33	0.00	0.00	1.39





PVR 1.4

Equivalent BRAB PI
26

APPENDIX IV – UNCONFINED COMPRESSION

Unconfined Compression Test on Cohesive Soils

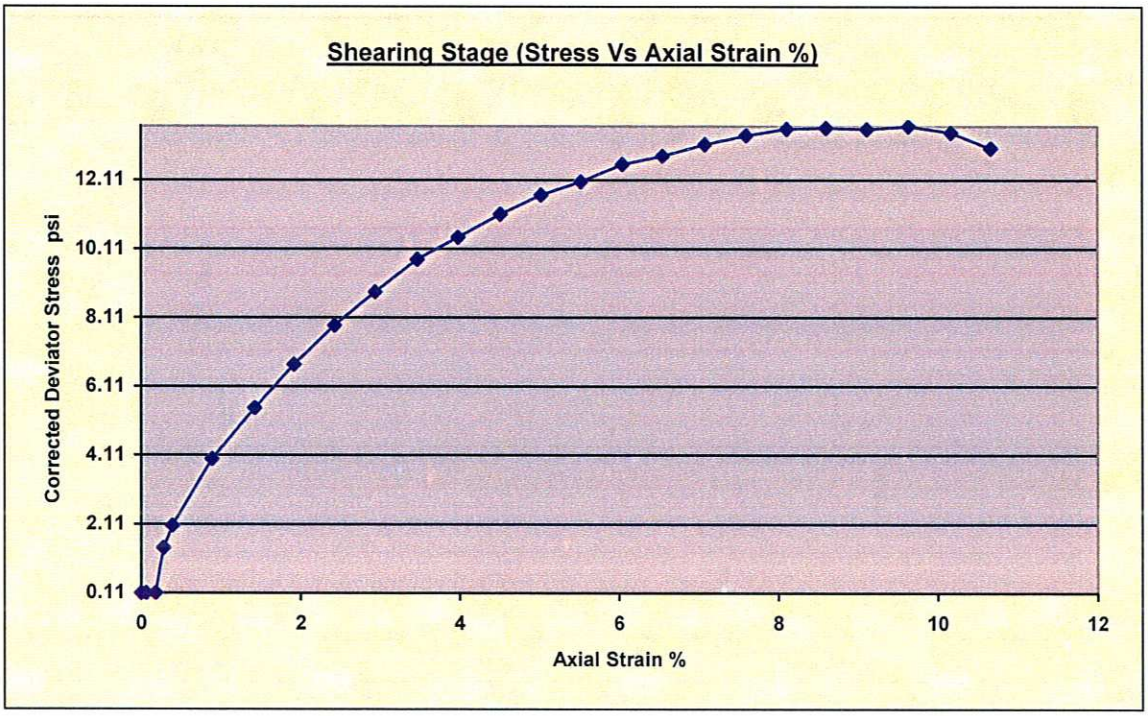
L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Client	Hidalgo County		
Project	Hidalgo County Sheriff's Office Substation	**Job**	GL08007
Borehole	B-2	**Sample**	A

Test & Sample Details			
Standard	ASTM D2166-00 / AASHTO T208	**Sample Depth**	4'-6'
Sample Type	Thin walled push in sample	**Sp. Gravity of Solids**	2.65
		Lab. Temperature	73.5 deg.F

Specimen Details			
Specimen Reference	A		
Initial Height	5.2550 in	**Description**	Brown sandy lean clay
Initial Diameter	2.6260 in	**Preparation**	In accordance with ASTM D2166
Initial Dry Unit Weight	131.14 lbf/ft3		
Initial Moisture Content*	21.1 %		
Void Ratio	0.26	**Degree of Saturation**	213.76%

* Calculated from initial and dry weights of whole specimen



Unconfined Compression Test on Cohesive Soils

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Client	Hidalgo County		
Project	Hidalgo County Sheriff's Office Substation	**Job**	GL08007
Borehole	B-2	**Sample**	A

Shear Conditions	
Rate of Axial Strain	1.00%/min

Conditions at Failure			
Failure Criterion	Maximum Deviator Stress		
Compressive Strength	13.68 psi	**Major Principal Stress**	13.70 psi
Axial Strain	9.64%	**Minor Principal Stress**	0.00 psi
Final Unit Weight	158.68 lbf/ft3	**Final Moisture Content**	21.0 %

Mode of Failure

Tested By and Date:	**R.C.** **09/29/2008**
Checked By:	**R.C.C.**
Approved By:	**R.B.**

APPENDIX V – CONSOLIDATION TESTS

One Dimensional Consolidation Properties
(Oedometer)

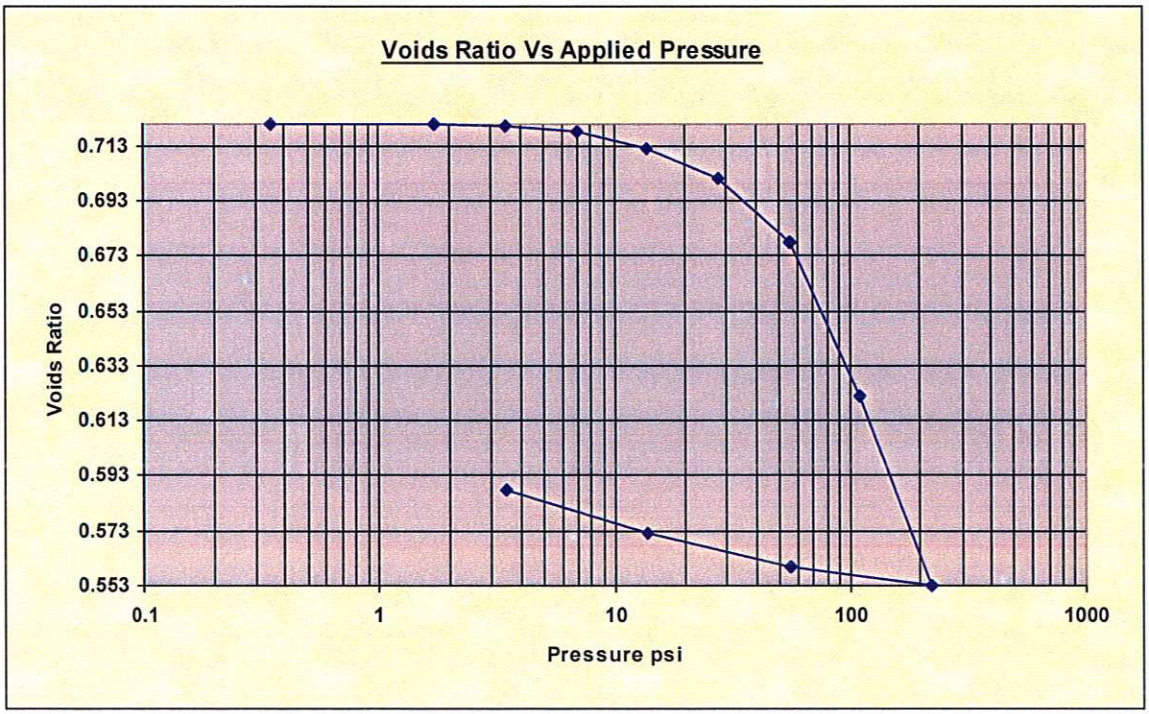
L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Client	Hidalgo County		
Project	Hidalgo Co. Sheriff's Office Substation	**Job**	GL08007
Borehole	B-1	**Sample**	A
Location	Hidalgo County	**Depth**	6'-8'

Test Details			
Standard	ASTM D2435-96 / AASHTO T216-94	**Particle Specific Gravity**	2.65
Sample Type	Thin walled push in sample	**Lab. Temperature**	73.5 deg.F
Method of Testing (A/B)	A		

Specimen Details			
Specimen Reference	A	**Description**	Brown lean clay w/ sand
Specimen Mass	0.3268 lb	**Condition**	Natural Moisture
Specimen Height	1.0000 in	**Preparation**	In accordance with ASTM D 2435

Apparatus			
Ring Number	1	**Ring Diameter**	2.5000 in
Ring Height	1.0000 in	**Ring Weight**	0.2410 lb
Lever Ratio	1.00 : 1	**Drainage**	Double-Sided



One Dimensional Consolidation Properties
(Oedometer)

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Client	Hidalgo County		
Project	Hidalgo Co. Sheriff's Office Substation	**Job**	GL08007
Borehole	B-1	**Sample**	A
Location	Hidalgo County	**Depth**	6'-8'

Initial Moisture Content*	19.7 %	**Final Moisture Content**	14.8 %
Initial Bulk Density	115.04 lb/ft3	**Final Bulk Density**	119.59 lb/ft3
Initial Dry Density	96.14 lb/ft3	**Final Dry Density**	104.21 lb/ft3
Initial Void Ratio	0.7208	**Final Void Ratio**	0.5875
Initial Degree of Saturation	72.29%	**Final Degree of Saturation**	66.56%

* Calculated from initial and dry weights of whole specimen

BL-1 @ 8 ft. deep		***Total Dial Reading***	Net Settlement	Vertical Strain	change in void ratio	***Void Ratio***
Applied Pressure						
(psf)	***(psi)***	***inches***	inches	%		
50.0	***0.354***	-0.0002	-0.0002	-0.02%	-0.0003	***0.719***
250.0	***1.743***	-0.0002	-0.0002	-0.02%	-0.0003	***0.719***
500.0	***3.472***	0.0002	0.0002	0.02%	0.0003	***0.719***
1000.0	***6.944***	0.0017	0.0017	0.17%	0.0029	***0.716***
2000.0	***13.889***	0.0052	0.0052	0.52%	0.0089	***0.710***
4000.0	***27.778***	0.0115	0.0115	1.15%	0.0198	***0.699***
8000.0	***55.556***	0.0248	0.0248	2.48%	0.0426	***0.676***
16000.0	***111.111***	0.0574	0.0574	5.74%	0.0987	***0.620***
32000.0	***222.222***	0.0975	0.0975	9.75%	0.1676	***0.553***
8000.0	***55.556***	0.0966	0.0966	9.66%	0.1661	***0.560***
2000.0	***13.889***	0.0862	0.0862	8.62%	0.1482	***0.571***
500.0	***3.472***	0.0775	0.0775	7.75%	0.1332	***0.586***

Method of Time Fitting Used	Log Time

P_c (psi)	C_c	C_r
21.0	0.10	0.015

Tested By and Date:	**R.C.** **10/03/2008**
Checked By:	**R.C.C.**
Approved By:	**R.B.**

One Dimensional Consolidation Properties
(Oedometer)

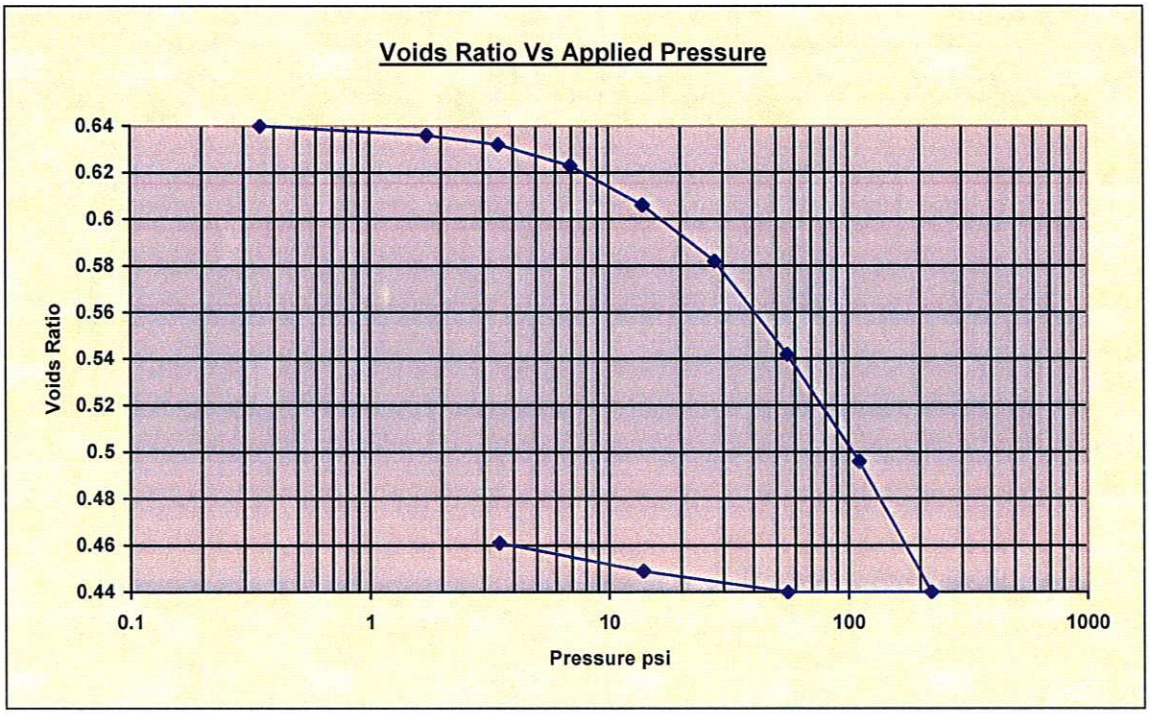
L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Client	Hidalgo County		
Project	Hidalgo Co. Sheriff's Office Substation	**Job**	GL08007
Borehole	B-3	**Sample**	A
Location	Hidalgo County	**Depth**	4'-6'

Test Details			
Standard	ASTM D2435-96 / AASHTO T216-94	**Particle Specific Gravity**	2.65
Sample Type	Thin walled push in sample	**Lab. Temperature**	73.5 deg.F
Method of Testing (A/B)	A		

Specimen Details			
Specimen Reference	A	**Description**	Brown fat clay w/ sand & calcareous nodules
Specimen Mass	0.3542 lb	**Condition**	Natural Moisture
Specimen Height	1.0000 in	**Preparation**	In accordance with ASTM D 2435

Apparatus			
Ring Number	2	**Ring Diameter**	2.5000 in
Ring Height	1.0000 in	**Ring Weight**	0.2410 lb
Lever Ratio	1.00 : 1	**Drainage**	Double-Sided



One Dimensional Consolidation Properties
(Oedometer)

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

Client	Hidalgo County		
Project	Hidalgo Co. Sheriff's Office Substation	**Job**	GL08007
Borehole	B-3	**Sample**	A
Location	Hidalgo County	**Depth**	4'-6'

Initial Moisture Content*	23.6 %	**Final Moisture Content**	19.3 %
Initial Bulk Density	124.69 lb/ft3	**Final Bulk Density**	135.10 lb/ft3
Initial Dry Density	100.89 lb/ft3	**Final Dry Density**	113.24 lb/ft3
Initial Void Ratio	0.6397	**Final Void Ratio**	0.4609
Initial Degree of Saturation	97.70%	**Final Degree of Saturation**	110.95%

* Calculated from initial and dry weights of whole specimen

BL-3 @ 6 ft. deep		***Total Dial Reading***	Net Settlement	Vertical Strain	change in void ratio	***Void Ratio***
Applied Pressure						
(psf)	***(psi)***	***inches***	inches	%		
50.0	***0.354***	0.0000	0.0000	0.00%	0.0000	***0.638***
250.0	***1.743***	0.0021	0.0021	0.21%	0.0034	***0.635***
500.0	***3.472***	0.0049	0.0049	0.49%	0.0080	***0.630***
1000.0	***6.944***	0.0103	0.0103	1.03%	0.0169	***0.622***
2000.0	***13.889***	0.0208	0.0208	2.08%	0.0341	***0.604***
4000.0	***27.778***	0.0349	0.0349	3.49%	0.0572	***0.581***
8000.0	***55.556***	0.0596	0.0596	5.96%	0.0977	***0.541***
16000.0	***111.111***	0.0875	0.0875	8.75%	0.1434	***0.495***
32000.0	***222.222***	0.1218	0.1218	12.18%	0.1996	***0.443***
8000.0	***55.556***	0.1217	0.1217	12.17%	0.1994	***0.443***
2000.0	***13.889***	0.1162	0.1162	11.62%	0.1904	***0.448***
500.0	***3.472***	0.1091	0.1091	10.91%	0.1788	***0.460***

Method of Time Fitting Used	Log Time

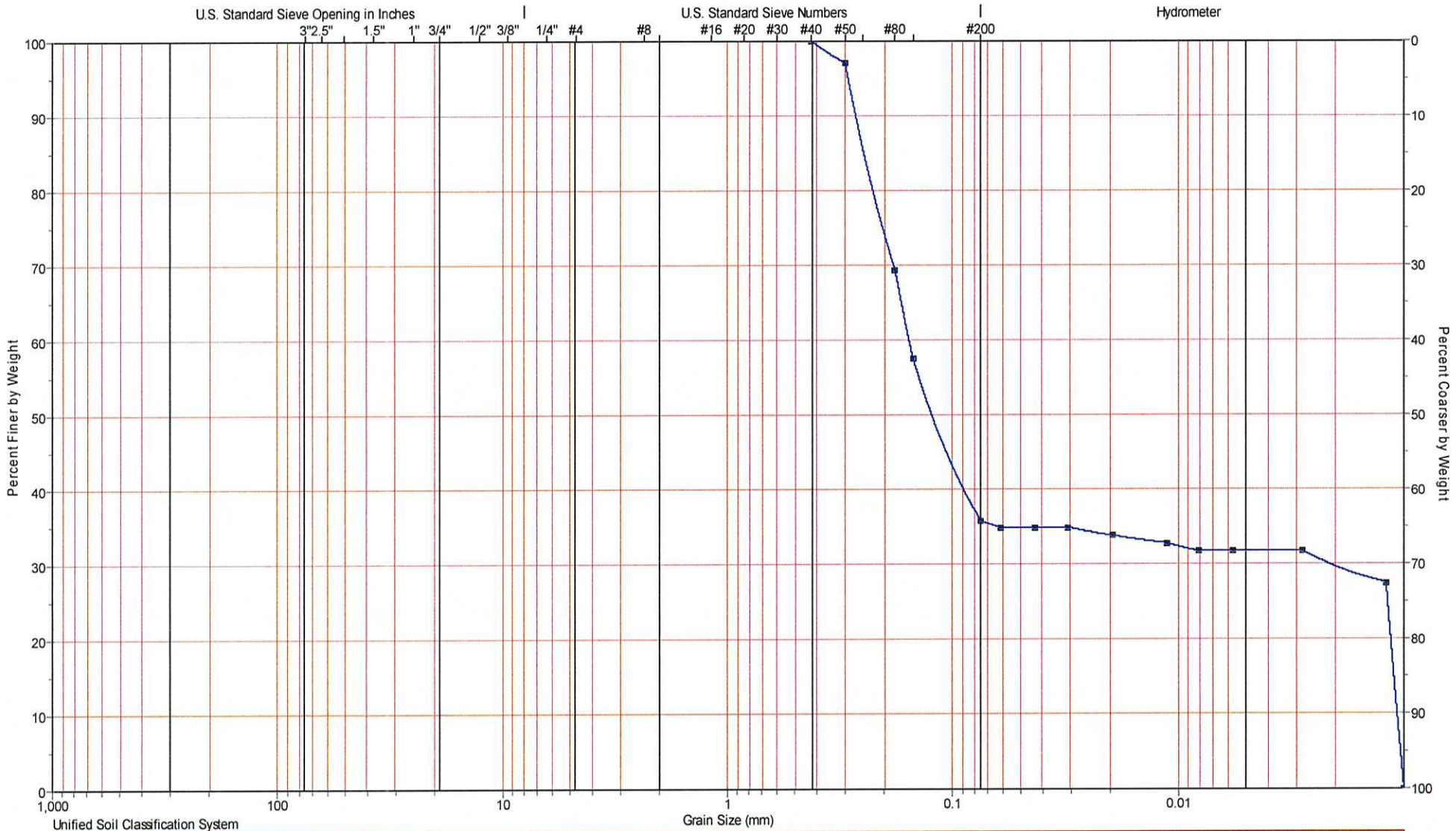
P_c (psi)	C_c	C_r
11.5	0.13	0.004

Tested By and Date:	**R.C.** **10/03/2008**
Checked By:	**R.C.C.**
Approved By:	**R.B.**

APPENDIX VI – HYDROMETER TESTS

L&G Engineering Laboratory, LLC	Project No.: Hidalgo County Sheriff Office Substation	GRAINSIZE DISTRIBUTION GRAPH
	Borehole No.: B-1	Tested By: R.C.
	Client: Hidalgo County	Test Date: 10/1/2008

Symbol	Depth Ft	% Clay	% Silt	% Fine Sand	% Medium Sand	% Coarse Sand	% Fine Gravel	% Coarse Gravel	% Cobbles
■	2	31.8	4.1	64.1	0.1	0.0	0.0	0.0	0.0

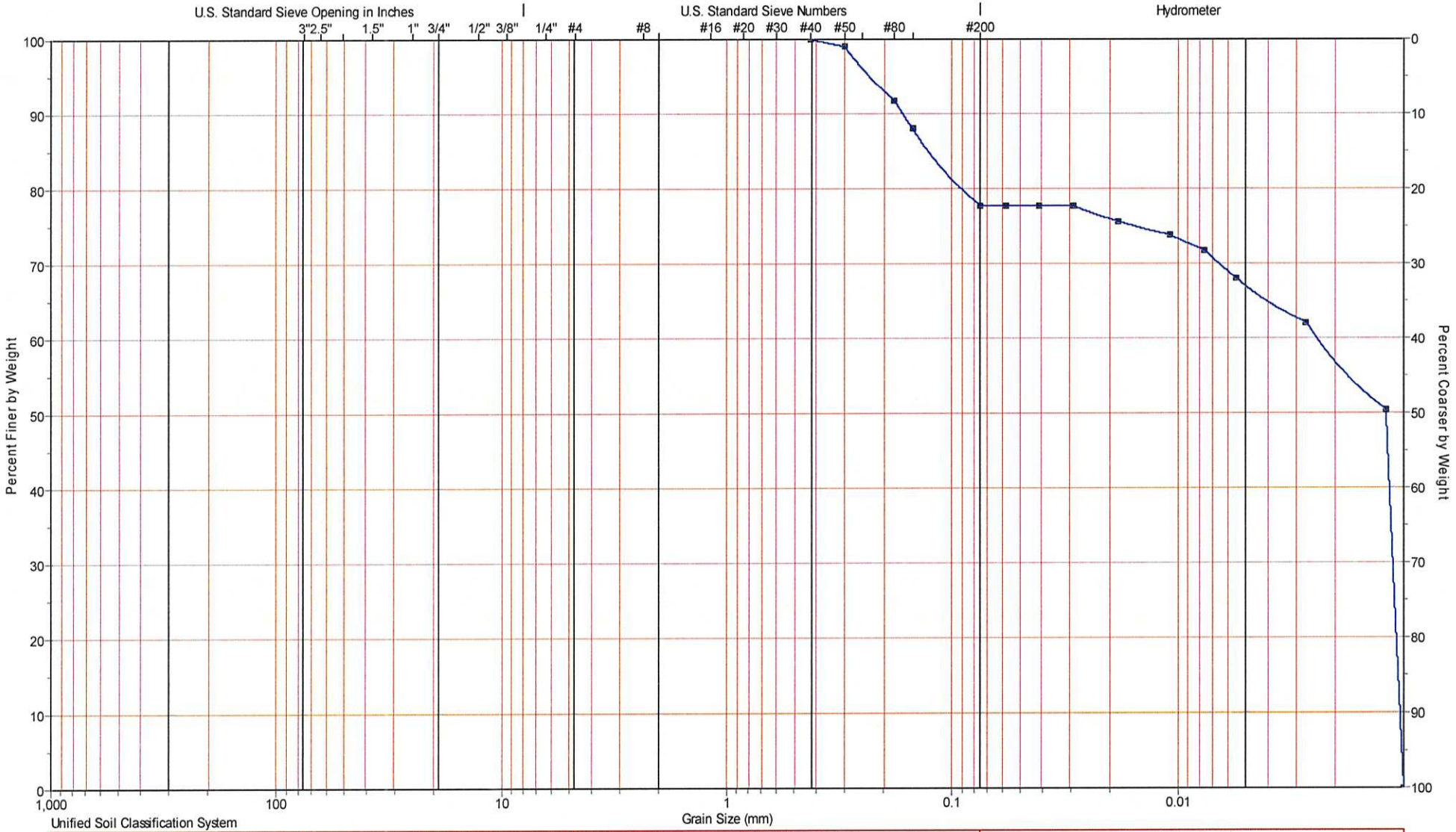


Unified Soil Classification System

BOULDERS	COBBLES	GRAVEL		SAND			SILT or CLAY	
		coarse	fine	coarse	medium	fine	Silt	Clay

L&G Engineering Laboratory, LLC	Project No.: Hidalgo County Sheriff Office Substation	GRAINSIZE DISTRIBUTION GRAPH
	Borehole No.: B-1	Tested By: R.C.
	Client: Hidalgo County	Test Date: 10/1/2008

Symbol	Depth Ft	% Clay	% Silt	% Fine Sand	% Medium Sand	% Coarse Sand	% Fine Gravel	% Coarse Gravel	% Cobbles
▪	6	67.0	11.0	22.2	0.0	0.0	0.0	0.0	0.0

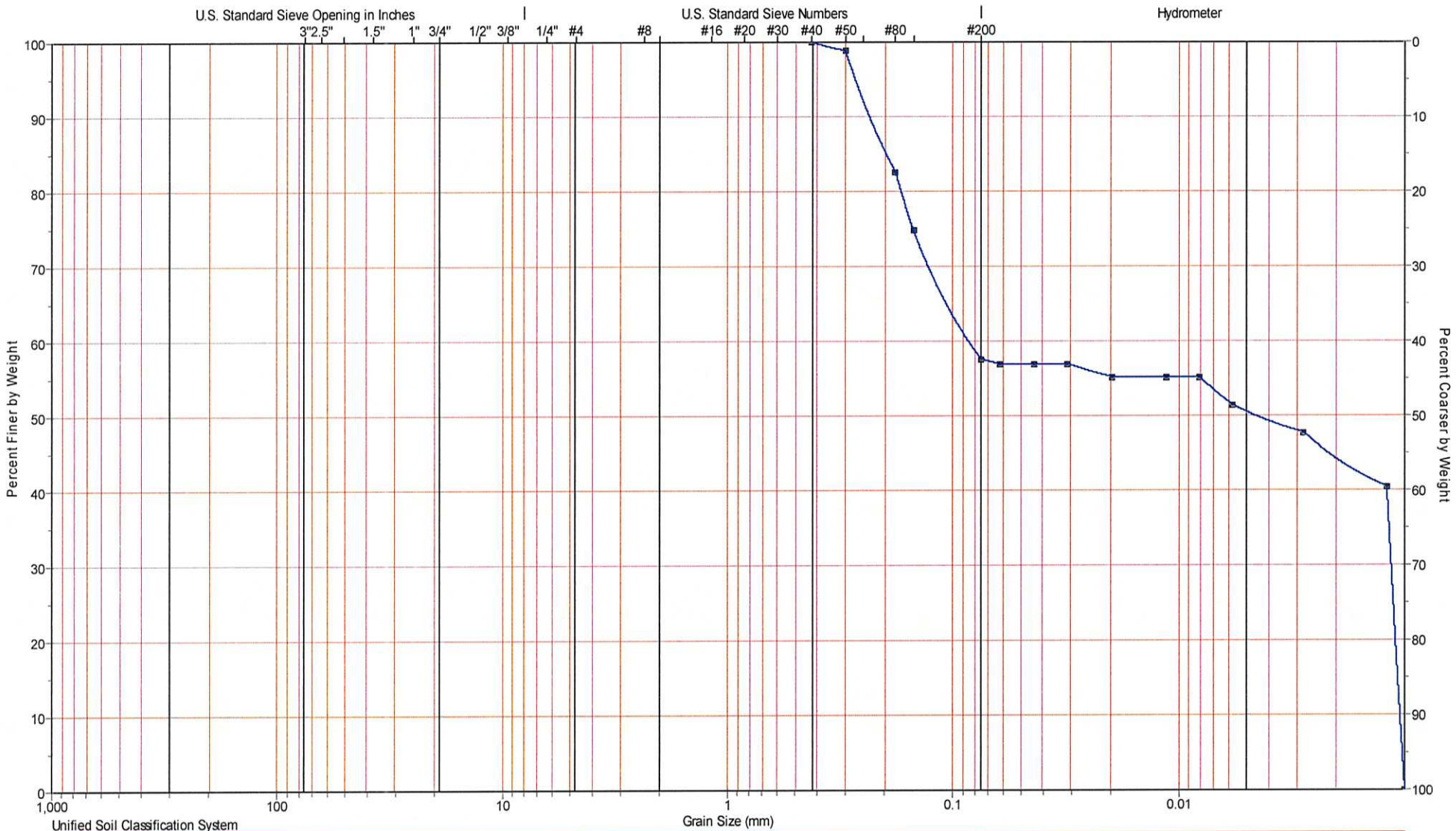


Unified Soil Classification System

BOULDERS	COBBLES	GRAVEL		SAND			SILT or CLAY	
		coarse	fine	coarse	medium	fine	Silt	Clay

L&G Engineering Laboratory, LLC	Project No.: Hidalgo County Sheriff Office Substation	GRAINSIZE DISTRIBUTION GRAPH
	Borehole No.: B-1	Tested By: R.C.
	Client: Hidalgo County	Test Date: 10/1/2008

Symbol	Depth Ft	% Clay	% Silt	% Fine Sand	% Medium Sand	% Coarse Sand	% Fine Gravel	% Coarse Gravel	% Cobbles
■	10	50.6	7.1	42.4	0.1	0.0	0.0	0.0	0.0

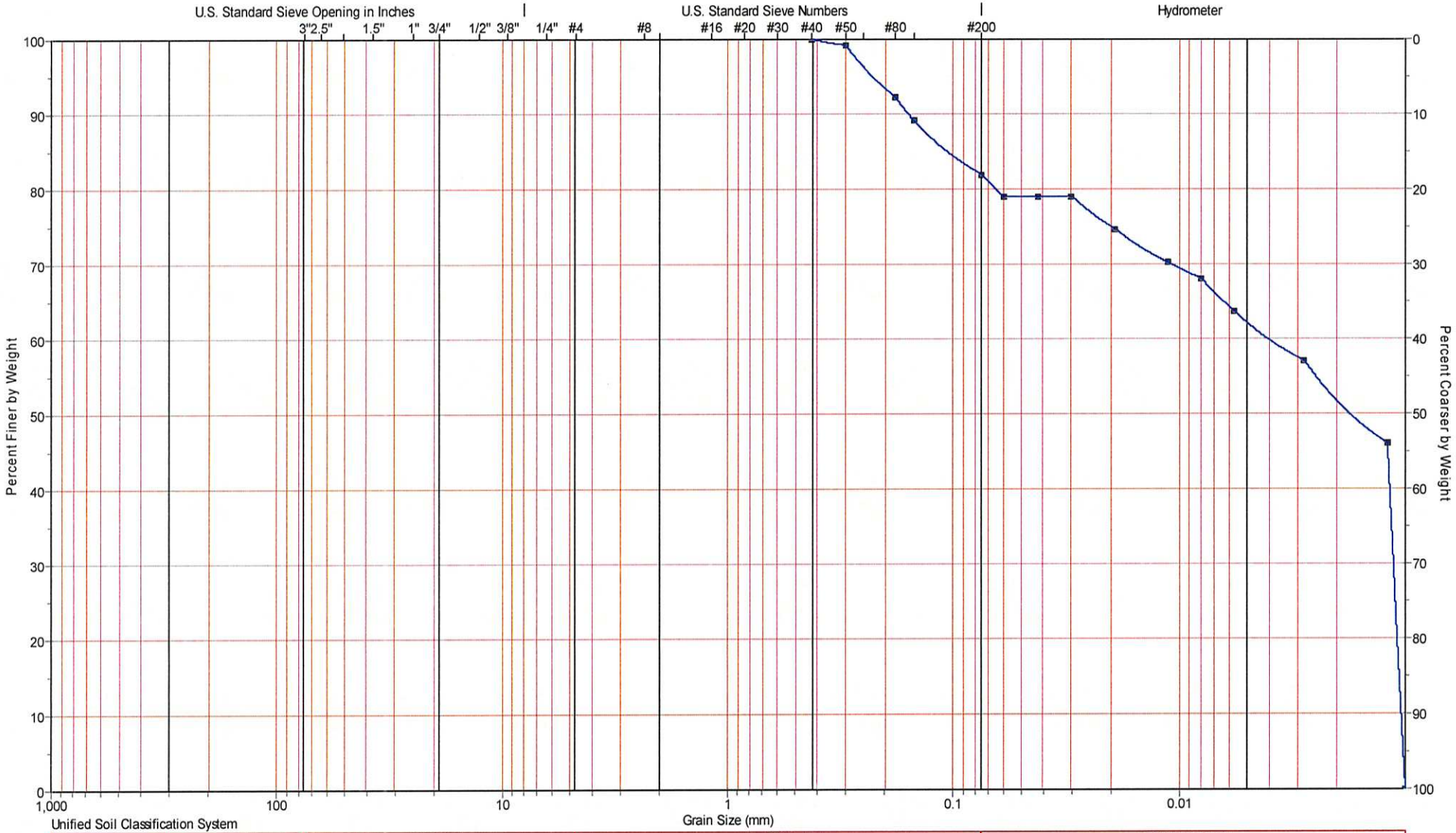


Unified Soil Classification System

BOULDERS	COBBLES	GRAVEL		SAND			SILT or CLAY	
		coarse	fine	coarse	medium	fine	Silt	Clay

L&G Engineering Laboratory, LLC	Project No.: Hidalgo County Sheriff Office Substation	GRAINSIZE DISTRIBUTION GRAPH
	Borehole No.: B-2	Tested By: R.C.
	Client: Hidalgo County	Test Date: 10/1/2008

Symbol	Depth Ft	% Clay	% Silt	% Fine Sand	% Medium Sand	% Coarse Sand	% Fine Gravel	% Coarse Gravel	% Cobbles
■	4	62.1	20.0	18.1	0.0	0.0	0.0	0.0	0.0

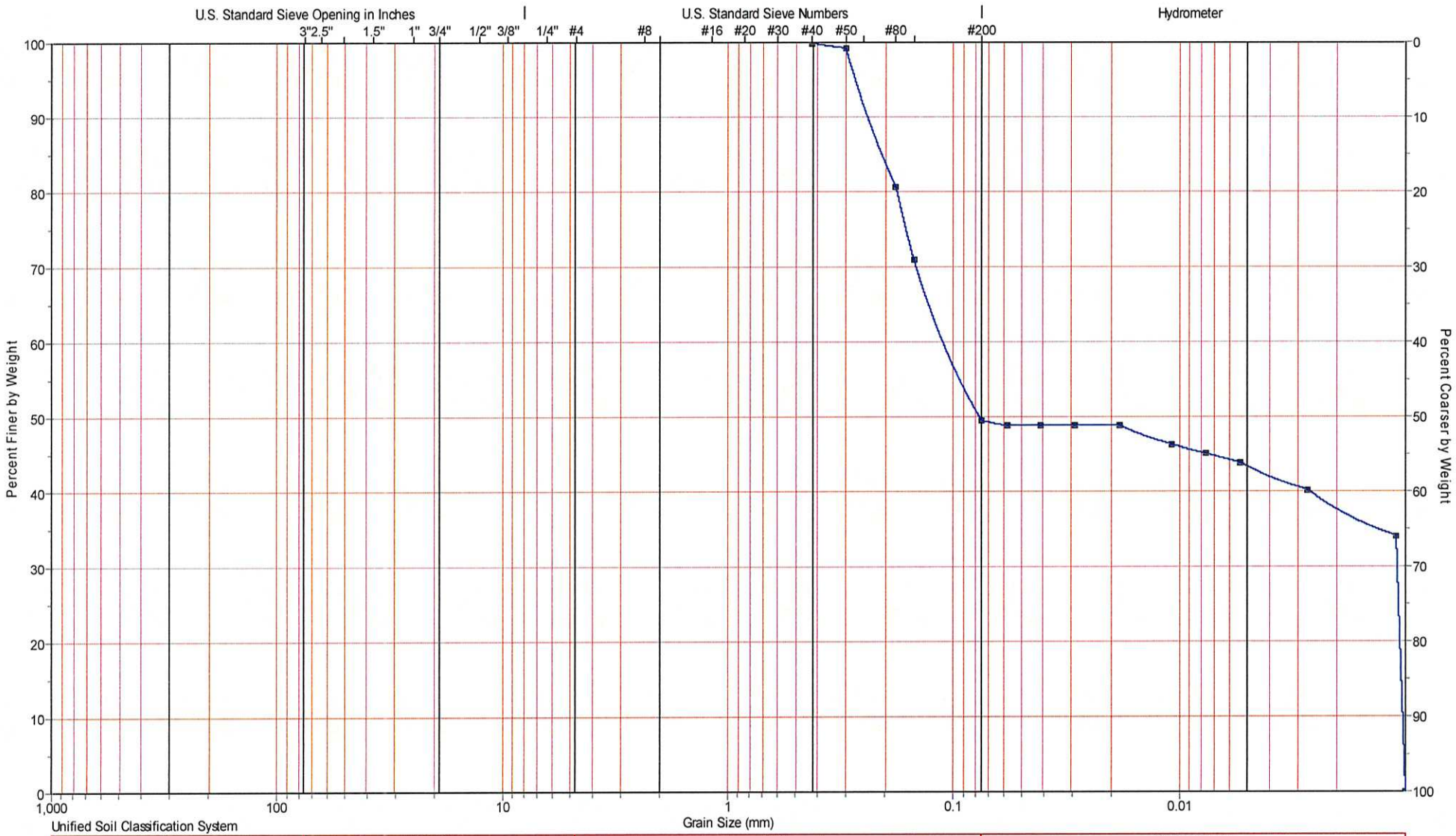


Unified Soil Classification System

BOULDERS	COBBLES	GRAVEL		SAND			SILT or CLAY	
		coarse	fine	coarse	medium	fine	Silt	Clay

L&G Engineering Laboratory, LLC	Project No.: Hidalgo County Sheriff Office Substation	GRAINSIZE DISTRIBUTION GRAPH
	Borehole No.: B-3	Tested By: R.C.
	Client: Hidalgo County	Test Date: 10/1/2008

Symbol	Depth Ft	% Clay	% Silt	% Fine Sand	% Medium Sand	% Coarse Sand	% Fine Gravel	% Coarse Gravel	% Cobbles
■	2	43.3	6.2	50.4	0.0	0.0	0.0	0.0	0.0

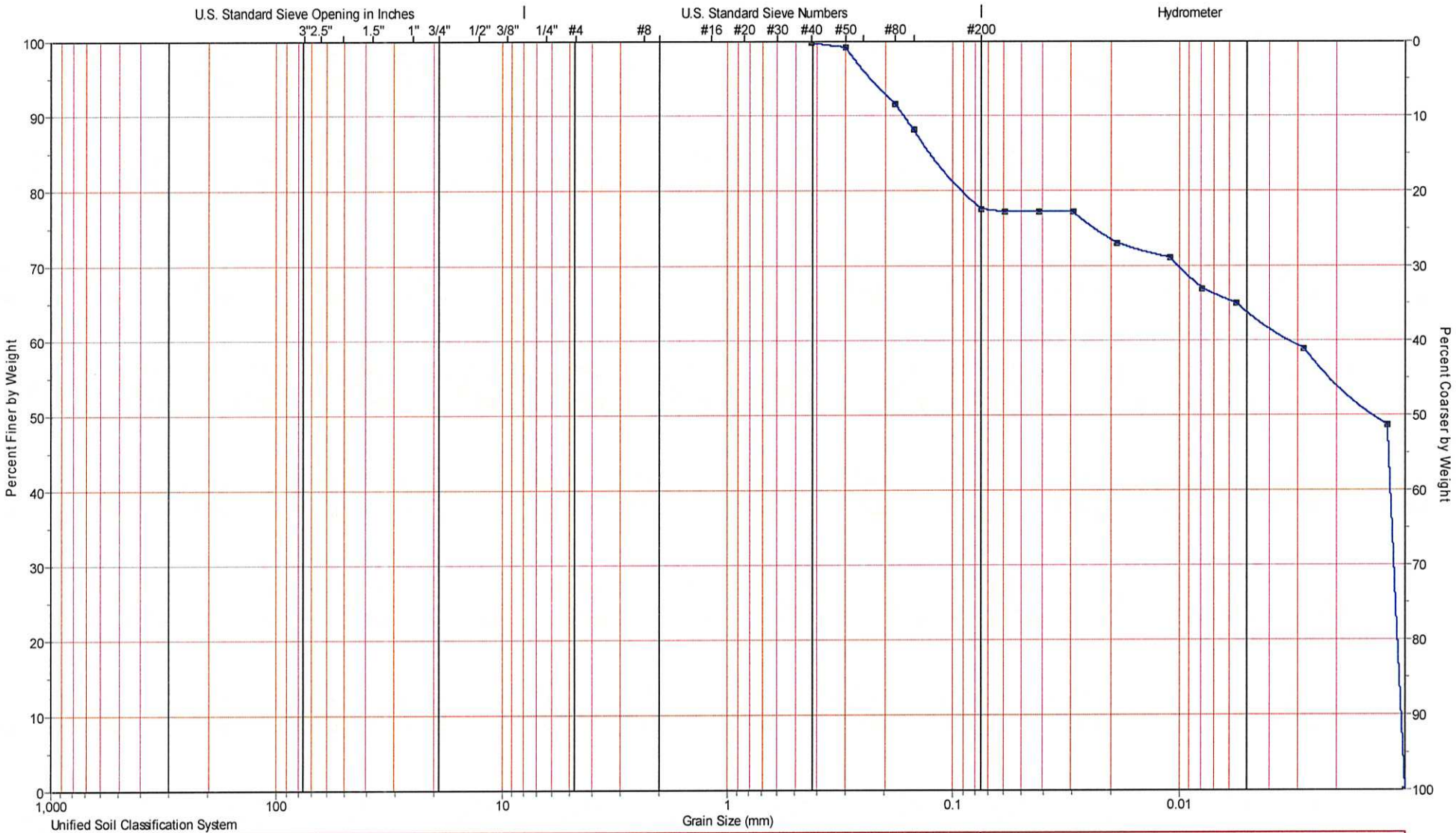


Unified Soil Classification System

BOULDERS	COBBLES	GRAVEL		SAND			SILT or CLAY	
		coarse	fine	coarse	medium	fine	Silt	Clay

L&G Engineering Laboratory, LLC	Project No.: Hidalgo County Sheriff Office Substation	GRAINSIZE DISTRIBUTION GRAPH
	Borehole No.: B-3	Tested By: R.C.
	Client: Hidalgo County	Test Date: 10/1/2008

Symbol	Depth Ft	% Clay	% Silt	% Fine Sand	% Medium Sand	% Coarse Sand	% Fine Gravel	% Coarse Gravel	% Cobbles
▪	8	63.8	14.0	22.2	0.0	0.0	0.0	0.0	0.0



Unified Soil Classification System

BOULDERS	COBBLES	GRAVEL		SAND			SILT or CLAY	
		coarse	fine	coarse	medium	fine	Silt	Clay

SECTION 00300

COMPETITIVE SEALED PROPOSAL FORM

PROJECT:	SHERIFF'S OFFICE SUBSTATION HIDALGO COUNTY EDINBURG, TEXAS
PLACE:	Hidalgo County Purchasing Department Hidalgo County New Administration Building 2802 S. Business Hwy 281 Edinburg, Texas
DATE & TIME:	Tuesday, November 8, 2011 @ 4:00 p.m., C.S.T.
TO:	Martha L. Salazar, CPPB HIDALGO COUNTY PURCHASING AGENT 2802 S. Business Hwy 281 Edinburg, Texas 78539

1. Pursuant to and in compliance with the Request for Competitive Proposals and the proposed Contract Documents dated September 23, 2011, prepared by Gignac & Associates LLP relating to the above referenced project, the undersigned, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda thereto, for the following sum of money:

   A. BASE PROPOSAL

   All labor, materials, services, and equipment necessary for completion of the work shown on the drawings and in the specifications except the work indicated by the alternates.

   _____DOLLARS($_____)

   The following are alternates to the Base Proposal: It is understood that if no figure is listed for an Alternate, that the Alternate may be accepted and there will be no change in the Base Proposal amount indicated above. Strike out (add) or (deduct) as required for each alternate. Refer Division 1 Section "Alternates" for complete description of the alternates.

   B. ALTERNATES

   ALTERNATE NUMBER ONE: All labor, materials, services and equipment necessary for the complete construction of a community room in accordance with the plans and specifications.

   If the Owner elects to proceed with Alternate Number One, (add) (deduct) the sum of:

   _____DOLLARS ($_____)

ALTERNATE NUMBER TWO: All labor, materials, services and equipment necessary for the complete construction of an intoxication lab in accordance with the plans and specifications.

If the Owner elects to proceed with Alternate Number Two, (add) (deduct) the sum of:

_____DOLLARS ($_____)

ALTERNATE NUMBER THREE: All labor, materials, services and equipment necessary for the complete construction of four (4) additional holding cells in accordance with the plans and specifications.

If the Owner elects to proceed with Alternate Number Three, (add) (deduct) the sum of:

_____DOLLARS ($_____)

ALTERNATE NUMBER FOUR: NOT USED

ALTERNATE NUMBER FIVE: NOT USED

ALTERNATE NUMBER SIX: All labor, materials, services and equipment necessary for the complete construction of 8' security fence along site perimeter and enclosing retention pond in accordance with the plans and specifications.

If the Owner elects to proceed with Alternate Number Three, (add) (deduct) the sum of:

_____DOLLARS ($_____)

2. **Contract Execution:**

If awarded this contract the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and proof of insurance coverage, with the Owner for the entire work as per the contract Documents within 10 days after notice of award. It is agreed that this proposal is subjected to the Owners acceptance for a period of 30 (thirty days) from the above date.

3. Enclosed is a Certified Check or offerer's Bond in the amount of $_____ in compliance with the specification requirements. (5% of highest amount bid.)

The above Check or Offerer's bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance coverage are not executed within the time set forth above.

4. Extra Work:

The undersigned agrees that should any change in the work or extra work be ordered, the allowance for overhead and profit combined shall be as scheduled below, but in no case shall it exceed 5%. The following applicable percentages shall be added to the extra work cost as defined by Article 12 of the General Conditions.

A. Allowance to the Contractor for overhead and profit for extra work provided by his own forces: Maximum 5%

B. Allowance to the Contractor for overhead and Profit for extra work provided by a subcontractor and supervised by the Contractor: Maximum 5%.

C. The General Contractor shall not be allowed to charge the Owner for "extended overhead" changes relating to Change of Orders or weather delays.

5. The undersigned agrees to the following:

A. To furnish all labor and materials as shown and specified.
B. To complete the base proposal (and any alternates selected) including anticipated delays due to inclement weather or muddy ground conditions in _____ calendar days.
C. To work ____ working days per week.
D. To start work ____ days after notice of award of contract.

6. The full amount of all Allowances as specified in the General Requirements, Division I, of the Specifications, is included in the proposal item price shown.

7. Receipt is acknowledgment of the following addenda:

No. _____ Dated_____
No. _____ Dated_____
No. _____ Dated_____
No. _____ Dated_____
No. _____ Dated_____
No. _____ Dated_____

8. The Offerer attests and affirms that he and his subcontractors are skilled and experienced in the use and interpretation of plans, specifications, addenda and related proposal documents and, that he has carefully reviewed the plans, specifications, addenda and related proposal documents for this project and has found them to be free of conflicts and/or ambiguities and sufficient for proposal and construction purposes. Further, he has carefully examined the soils reports and the site of the work, and, through his own personal observations, has satisfied himself as to the nature, location and requirements of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the work. He has based his bid solely on these documents, and personal observations, and has not relied in any way on any explanation or interpretation, oral or written, from any source other than those written and issued by the Architect/Engineer.

9. Offerer agrees that the Owner has the right to accept or reject any or all proposals and to waive all informalities.

Respectfully submitted,

By:_____
Signature

_____
Title

(Seal, if Offerer is a corporation)

_____
Company

SECTION 00400

SUPPLEMENTS TO BID FORMS

BID SECURITY

Each Proposal must be accompanied by a Bid Security in the amount of 5% of the largest possible total of the Proposal submitted.

The Bid Security may be by cash, certified check or a Bid Bond. The Bid Bond must be executed by the Proposer as principal. The Bid Bond form and security company are subject to approval by the Owner and the Surety must comply with requirements noted in Article 11 of the Supplementary General Conditions.

The Bid Security will be returned to all except the three lowest Proposers within three days after opening of the Proposals.

The remaining Bid Securities will be returned promptly after the Owner and the accepted Proposer have executed the contract, or, if no award has been made within thirty days after the date of the opening of Proposals, upon demand of the Proposer anytime thereafter so long as he has not been notified of the acceptance of his proposal.

END OF SECTION

SECTION 00500

AGREEMENT FORM

AGREEMENT (Stipulated Sum)

The Agreement shall be executed on AIA Document Number A-101 "Standard Form of Agreement between Owner and Contractor", 2007 edition. A sample of this form is attached herein.

END OF SECTION 00500

DRAFT

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Hidalgo
2812 S. Business Hwy 281
Edinburg, Texas 78539

and the Contractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

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

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »
3.1.1 Liquidated Damages: Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in providing in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner, Five Hundred Dollars ($500.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete.

§ 3.2 The Contract Time shall be measured from the date of commencement.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » ( ) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

See 3.1.1 above.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » ($ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Betterment Allowance	
HVAC Contingency	.00
Plumbing Contingency	.00
Electrical Contingency	.00
Structural Contingency	.00
Lawn Sprinkler Allowance	.00
TOTAL AMOUNT	$.00

4.5 Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this 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 Contract. 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.

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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **30th** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than **the fifth day following approval by Commissioners Court.** .
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction, **as modified by Owner and attached hereto as Exhibit C**;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Percent (%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C"**;

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C"**;

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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Not Applicable

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C"**; and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment **and upon acceptance by the Owner and Architect, and after satisfactory evidence has been given by the Contractor that all his bills have been paid and the entire project is free from liens.**

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C",** unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C",** the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[« X »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

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ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » « »

§ 8.3 The Owner's representative:
(Name, address and other information)

§ 8.4 The Contractor's representative:
(Name, address and other information)

« »
« »
« »
« »
« »
« »

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, **as modified by Owner and attached hereto as Exhibit "C",**

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, **as modified by Owner and attached hereto as Exhibit "C".**

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« »

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

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« »

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007 **as modified by Owner and attached hereto as Exhibit "C",** Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

«

1. Exhibit 'A' Bid Form and Addendums from _____
2. Exhibit 'B' Project Manual (Specifications)
3. Exhibit 'C' – A 201
4. Exhibit 'D' Notice to Proceed
5. Exhibit 'E' Certificate of Insurance
6. Exhibit 'F' Performance and Payment Bonds

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C",**
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007,,**as modified by Owner and attached hereto as Exhibit "C"**).*

Type of insurance or bond	Limit of liability or bond amount ($ 0.00)

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This Agreement entered into as of the day and year first written above and is executed in three (3) original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Ramon Garcia, County Judge	« »« »
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM: **Atlas & Hall, LLP**	**ATTEST:**
(Signature)	*(Signature)*
Steve L. Crain	Arturo Guajardo Jr., County Clerk
(Printed name and title)	*(Printed name and title)*

DRAFT

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SECTION 00600

BONDS AND CERTIFICATES

The Contractor shall furnish the following Bonds and Certificates to be delivered simultaneously with the executed contract:

A. Performance Bond
B. Labor and Materials Payment Bond
C. Certificates of Insurance - provide on AIA Documents G- or approved format.

The Performance, Labor and Materials bond shall be provided on Bonds which comply with Article 5160 of the Revised Civil Statutes of the State of Texas as amended by Acts of the 64th Legislature 1975 and Acts of the 65th Legislature, 1977.

The Surety on such bonds shall be a surety company satisfactory to the Owner. See Article 11 of the supplementary condition.

Costs of the above stated bonds and insurance are to be included in the bid.

Attorneys-in-Fact who sign bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

The Performance Bond shall guarantee the repair and maintenance of all defects due to faulty materials and workmanship that appear within one (1) year from date of substantial completion.

END OF SECTION 00600

SECTION 00700

GENERAL CONDITIONS

The General Conditions of the Contract are set forth in the American Institute of Architects Document A201, 2007 entitled "General Conditions of the Contract of Construction", containing Articles 1 through 14 and are hereby made part of the Contract Documents.

The General Conditions shall become a part of this Contract shall apply to the Contractor and all Subcontractors. Additional copies of the General Conditions may be examined from the Owner.

END OF SECTION 00700

DRAFT

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

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)
«

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Document, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents identified.

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

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§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by a Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attentions prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions;
.4 The General Conditions of the Contract for Construction;
.5 Specifications
.6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 DELETE.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and utility locations, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor; or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents. The Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3 , and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly notify the architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

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§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

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

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

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property Owner (s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work

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already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive by making requests for substitutions based on Subparagraph 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or

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Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. . Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of the installation may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

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§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or

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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 even the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 DELETED.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed

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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.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the

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Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

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§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any

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other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or

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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. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction

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manager.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to kept the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is

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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 term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a

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portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 Liquidated Damages: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3.1 of the Modified AIA document A101 – 2007 Edition per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of

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any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an office of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;

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.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion with the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor. .

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 DELETED.

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§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if

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any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project is evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the

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Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

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§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of Ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	Minimum Amounts and Limits

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Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit

Commercial General Liability

Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 Umbrella Excess Liability Insurance

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11.

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The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article 11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the

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Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

§ 11.3.3 LOSS OF USE INSURANCE
DELETED. .

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of

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insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner=s representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

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§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

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§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner=s personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

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§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of one percent (1%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment with regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents. .

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** refuses or fails to supply enough properly skilled workers or proper materials and equipment;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- **.4** disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);
- **.5** is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or
- **.6** otherwise does not fully comply with the Contract Documents**.**

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required

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adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make

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payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subparagraph 3.1.1 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

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SECTION 00800

SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction", AIA Document A-201, Fifteenth Edition, 1997. Where an Article of the General Conditions is modified or any Paragraph, Sub-paragraph, or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Sub-paragraph, or Clause shall remain in effect.

Article 1: General/Provisions

1.1 Add "CERTIFICATE OF CURRENT COST AND PRICING"

"A certificate that cost and pricing data are accurate, complete and current must accompany Change Order proposals, application for payment, and requests for reimbursable expenses. An authorized official who has actual knowledge of the data shall execute the certificate. This clause shall be included in all subcontracts and be understood to require an authorized official of each subcontractor to execute the certificate."

"Certificate of Current Cost or Pricing Data"

This is to certify that, to the best of my knowledge and belief, the cost and pricing data submitted in support of Project Name, Project Number, and other identifying information (e.g. Change Order number, Progress Payment Number) are accurate, complete, and current as of <insert Date of Price Proposal.>

Signature _____
Name _____
Firm Name _____

1.2.1 Add the following paragraphs:

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. The Supplementary Conditions.
4. The General Conditions of the Contract for Construction.
5. Drawings and Specifications.

1.2.1.2 In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

Article 3 Contractor:

3.3.5. Add the following paragraph:

The Contractor expressly recognizes that the Architect does not **owe** him any duty to supervise or direct his work as to protect the Contractor from the consequences of his own acts or omissions.

3.4 Labor and Materials

Add the following paragraphs 3.4.1.1, 3.4.2.1, 3.4.3 to 3.4

3.4.1.1 The Contractor shall certify in writing that no materials used in the work contain lead or asbestos materials in them in excess of amounts allowed by Local/State standards, laws, codes rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under Section 01 700, Contract Closeout.

3.4.2 No request for the substitution of products in place of those specified shall be considered after the Contract has be executed.

3.4.3.1 Smoking and chewing of tobacco products is prohibited in enclosed new construction.

3.4.3.2 No glass bottles shall be brought on the construction site or Owner's property by any construction personnel.

3.7.2.1 Add "If the Contract Documents require the Contractor to satisfy standards more stringent that those required by public authorities, the contractor shall satisfy the contract requirements and not just the requirements of the public authorities."

3.9.1 Add the following: Prior to commencement of the work, Contractor shall provide Owner and Architect with a resume of the Superintendent. Within seven (7) days of Owner and Architect's receipt of the Superintendent's resume, Owner or Architect may object in writing to the selection of the Superintendent. Contractor shall substitute the Superintendent with a replacement acceptable to Owner and Architect upon receipt of Objection. At any time during construction, Owner or Architect may request in writing replacement of the Superintendent. The Contractor shall replace the Superintendent within ten (10) days of receipt of such written request.

Article4: Administration of The Contract:

4.2.10.1 The Architect may appoint an employee or other person to assist him during the construction. These representatives will be instructed to assist the Contractor in interpreting the Contract Documents; however, such assistance shall not relieve the Contractor from any responsibility as set forth by the Contract Documents. The fact

that the Architect's Representative may have **allowed** work not in accordance with the Contract Documents shall not prevent the Architect from insisting that the faulty work be corrected to conform with the Contract Documents and the Contractor shall correct same.

4.3.8.2.1 A guide for average climatological conditions shall be the bulletin "Local Climatological Data", published by the Department of Commerce. No request for an extension of time due to weather conditions shall be considered unless accompanied by Weather Bureau documentary evidence showing by comparison that such weather is abnormal to any of the past five (5) years.

4.3.9 Delete in its entirety and in its place insert 'The Contractor waives Claims against the Owner for consequental damages arising out of or relating to this Contract. This waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This waiver is applicable, without limitation, to all consequential damages due to Owners termination in accordance with Article 14. Nothing contained in this Subparagraph 4.3. 1 0 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

Delete these paragraphs and subsequent subparagraphs 4.5, 4.5.1, 4.5.2, 4.5.3, 4.6, 4.6.1, 4.6.2**,** 4.6.3, 4.6.4, 4.6.4, 4.6.5, and 4.6.6.

Article 5: Changes in the Work:

5.2.5 Add the following subparagraph:

5.2.6 Add the following subparagraph:

Article 7: Changes in the Work:

7.3.3.5 Add the following:

The total Contractor mark-up for overhead and profit on any Change Order shall not exceed lO%. On work performed by a subcontractor and supervised by the Contractor, the total Contractor mark-up for overhead and profit for any change order shall not exceed 5**%**.

Article 8: Time:

8.3.1 Delete the phrase "or by delay authorized by the Owner pending mediation and arbitration,". Add the following sentence to the end of the subparagraph "Extensions of time shall be granted only because of delay preventing the execution of the major items of work critical to the schedule for completion of the Work."

Add the following subparagraph:

8.3.4.1 Extensions of time will be granted only for loss of scheduled workdays, not for loss of calendar days.

Add the following subparagraph:

8.3.5 The Contractor shall include in his base bid proposal all overhead and profit necessary to complete the project. No additional overhead or profit will be paid for extensions of time granted for loss of scheduled work days.

Add the following paragraph 8.3.6

8.3.6 In the event that the Owner has specified a stipulated completion date, the provisions of 8.3.1 through 8.3.3 do not apply. However, in the event of delay(s) fully beyond the Contractors control, the Owner may authorize by change order reimbursement for additional costs to accelerate the construction in order to maintain the stipulated completion date.

Article 9: Payments and Completion:

9.1.2 Add the following subparagraph:

In any contract where the total contract price at time of execution of the contract is $400,000-00 or more and the contract provides for retainage of greater than five percent of periodic contract payments, the school district shall deposit the retainage in an interest-bearing account, and interest earned on such retainage funds shall be paid to the General Contractor upon completion of the contract.

9.3.1 Add the following sentence:

The form of application for payment shall be AIA Document G702, (Notarized) Application for Certification of Payment, Supported by AIAI Document G703, Continuation sheet.

9.6 Progress Payments

9.6.1 Substitute the following paragraph:

After the Architect has issued a certificate for payment, the Owner shall make payments on account of the contract as follows:

Interim Payment: No later than fifteen (15) days following the end of the period covered by the application for payment, not less than ninety-five percent (95%) of the value based on the contract prices for labor and material incorporated in the work and of materials suitably stored at the site thereof unto the date of application for payment, as estimated by the Architect, less the aggregates of previous payments.

9.7.1 In the first sentence delete the words “or awarded by arbitration.”

9.10 Final Completion and Final Payment:

9.10.1 Add the following sentence: Final payment shall be due thirty days after final completion provided the conditions set forth in Par. 9.10.2 have been fulfilled.

9.10.2 All references in this paragraph to mechanic's liens or liens should be deleted and replace with "bond claim" **and add the following to the end of the section**: At the option of the Owner if Contractor fails to complete any punch list items within thirty (30) days after written demand is made on Contractor to complete said items, Owner may: (i) Contract with another contractor to complete the items and deduct the cost of the completion work from Final Payment or (ii) Withhold final payment and no final payment shall be due. Punch list items hall be defined as necessity to complete the Project after a Certificate of Substantial Completion has been submitted to the Owner by the Architect.

Add the following Paragraphs:

9.11 Liquidated Damages

9.11.1 Liquidated damages shall be assessed the Contractor at the rate of one thousand dollars ($1,000.00) per day for each day that actual substantial completion exceeds the contract date of completion.

9.12 Add the following paragraph:

Civil Statutes: 'The provision of Art. 60if of Vernon's Texas Civil Statutes shall not apply to this contract. Times and methods of payment of invoices shall be as specified herein. If no time for payment of invoices is otherwise specified herein, the District shall have a reasonable time to make payment. There shall be no interest on any delayed, disputed or delinquent payment, nor shall the Contractor or vendor be entitled to attorney's fees in any dispute to collect such payment. Contractor or vendor expressly waives and gives up any rights it may have under Art.601f. To the extent that any other provision in this contract shall conflict with this paragraph, this paragraph shall prevail."

Article lO: Protection of Persons And Property:

10.2.2 Add the following subparagraph:
10.2.2.1 The Contractor shall comply with and provide for, in all trenching work which will exceed a depth of five feet, trench safety systems that meet current Occupational Safety And Health Administration (OSHA) Standards. The Contractor shall be responsible for incorporating into his base bid the cost of these trench safety systems. All requirements shall be in accordance with detailed drawings and specifications.

10.2.2.2 The Contractor shall comply with Federal and State Regulations to verify use of only "lead free" and asbestos free" materials.

Article 11: Insurance And Bonds:

11.1.1 Delete subparagraph 11.1 and substitute the following:

11.1.1 The Contractor shall purchase and maintain, in a company or companies licensed to do business in the state in which the project is located, such insurance as will protect him, the Owner, and Architect, from claims set forth below which may arise out of, or result from, the Contractor's operations under the Contract, whether such operations be by himself, or by any Sub-Contractor, or be anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable (Sub-paragraphs.1 through 7 shall remain unchanged). Contractual liability shall be the same limits as #2 under 11.1.2 below.

11.1.1.8 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations
2. Independent Contractors Protective
3. Products and Completed Operations
4. Contractual-including Specified Provisions for the Contractors Obligation under Paragraph 3.18
5. Owned, Non-Owned and Hired Vehicles
6. Broad Form Coverage for Property Damage
7. Personal Injury

11.1.2 Substitute the following: The insurance required by sub-paragraph 11. 1.1 shall be written for not less than any limits of liability indicated below.

1. a. Workmen's Compensation - Statutory
   b. Employees Liability $100,000.00

2. Comprehensive General Liability
   a. Bodily Injury& Personal Injury:
      Each Occurrence $1,000,000.00
      Aggregate $1,000,000.00
   b. Property Damage:
      Each Occurrence $1,000,000.00
      Aggregate $1,000,000.00

3. Automobile Liability

   a. Combined Coverage Limit $500,000.00

4. IndependentContractorsLiability-Samelimitas#2 above.
5. Products and Completed Operations - Same limits as #2 above, commencing with issuance of final certificate of payment and remaining in effect for one (1) year.
6. Property Damage Liability Insurance will provide X, C and U coverage, as applicable.
7. Umbrella Excess Liability - $1,000,000.00
    a. Self Insured Retention - $25,000.00

11.1.3 Add the following:
Furnish one copy of certificates herein required for each copy of the agreement; specifically set forth evidence of all coverage required by sub-paragraph 1 1. 1.2.

11.1.3.1 Add the following:
The form of the certificate shall be AIA Document G715 and ACORD form 25-S. Furnish to the owner copies of any endorsements that are subsequently issued amending coverage or limits.

Add the following:

Article11.1.4.Workers'Compensation Insurance Coverage.

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor’s/person’s work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor' in paragraph 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code**,** Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractors current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 1 0 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor.

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter,
(6) notify the governmental entity in writing by certified mail or personal delivery, within10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity 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 the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission'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.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entities the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

11.4 Property Insurance:
11.4.1 Delete and substitute the following:

11.4.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Such insurance shall be in a company or companies against which the Owner has no reasonable objection. This insurance shall include the interests of the Owner, the Contractor, Sub-Contractors and Sub-Subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If not covered under the All Risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off of the site or in transit when such portion of the Work are to be included in an application for payment under Sub-paragraph 9.3.2. If this insurance is written with stipulated amounts deductible under the terms of the policy, the contractor shall pay the difference attributable to deductions in any payments made by the insurance carrier or claims paid by this insurance.

11.4.1.1 Delete this clause.

11.4.1.2 Delete this clause.
11.4.1.3 Delete this clause.
11.4.4 Delete this Subparagraph.

1 1.4.6 Delete the first sentence and substitute the following:

Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverage's required by this Paragraph 11.4.

1 1.4.6 Delete the last word of this subparagraph and insert the word "Owner.

11.4.7 Modify Subparagraph 11.4.7 by substituting "Contractor" for "Owner" at the end of the first sentence.

11.4.8 Modify Subparagraph 11.4.8 by substituting "Contractor" for "'Owner" as fiduciary; except that at the first reference to "Owner" in the first sentence, the word "this" should be substituted for "Owner's".

11.4.9 Modify Subparagraph 11.4.9 by substituting "Contractor" for "Owner" each time the latter word appears.

11.4.10 Modify Subparagraph 11.4.10 by substituting "Contractor' for 'Owner" each time the rafter word appears.

11.5 Performance Bond And Payment Bond:

11.5.1 Delete Par. 11.5.1 and substitute the following:

11.5.1 CONTRACT SECURITY: Performance and Payment Bonds shall be required for all work where the Contract exceeds $25,000.00. After award of contracts by Owner, the successful Bidder, at Bidder's expense, must deliver to the Owner an executed Performance and Payment Bond in an amount of 100% of the accepted bid as security for the faithful performance of the Contract and payment of all persons performing labor and furnishing materials in connection with this Contract. Bonding Company must be licensed, listed, and approved in the State of Texas (State Board of Insurance). Bonding Company shall provide such other information as necessary to document net worth, stability, total bonding capacity, and projects under coverage, etc., with adequate financial capacity for this Project. If the Contract sum exceeds the underwriting limitation of the Surety on the most recent list of acceptable sureties, the Contractor shall provide the Owner with evidence that the excess is protected by re-insurance or co-insurance in a form and amount acceptable to the Owner. Such bonds shall meet the requirements of Chapter 2253 of the Texas Government Code.

Add the following paragraph:

1 1.6 Antitrust Violations:

'Vendors (Contractor) hereby assigns to purchaser (Owner) any and all claims for overcharges associated with the contract (Contract) which arise under the antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq (1973!').

11.6.1 Article 15 Equal Employment Opportunity"

11.6.2 Add :"15.1 Contractor shall provide all persons equal opportunity for Employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, or sexual orientation. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the nondiscrimination provision of this contract.

11.6.3 Article 16 Minimum Wage Rate

Add: "16.1 no worker employed directly at the Project site by the Contractor or any Subcontractor, agent or other person doing or contracting to do all or a part of the Work on the Project may work more hours than the prevailing hours of labor unless paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 ½) times the hourly basic rate of pay. If Contractor or any Subcontractor fails to pay any of its laborers or mechanics prevailing wages or overtime wages if applicable, Contractor or Subcontractor shall (a) immediately make payment of such prevailing wages to the laborers or mechanics that were underpaid; and (b) hold the Owner harmless for any claims, demands or causes of action (including reasonable attorney's fees and costs) arising for such failure."

11.6.4 "Article 17 Prohibition Against Gratuities"

Add: "17.1 Signing the bid and signing the Contract Documents constitutes certification that to the best of Contractor's knowledge no officer, representative, agent or employee of Owner has benefited or will benefit financially or materially from this Contract. Contractor agrees that participation with an Owner-employee constitutes material breach of contract entitling Owner to terminate this contract for default."

11.6.5 "Article 18 Right to Audit"

Add: "18.1 Contractor shall maintain accounting records relating to the performance of this contract in accordance with generally accepted accounting practices. Owner shall have the right to inspect and copy all books, records, and documents (in whatever medium they exist). Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Contractor shall retain all such items during the term of this Contract and for a period of three (3) years after final acceptance. Contractor shall require subcontractors to allow the Owner to audit payments and change orders between the Contractor and subcontractor priced using cost reimbursement or time and materials. Computational or clerical errors made by the Contractor in the preparation of an invoice, final payment statement, or Change Order priced on a reimbursable or time and materials basis shall be corrected as follows. If the error favors the Owner, the Owner will issue a modification correcting the error and reimburse the Contractor for the error. If the error favors the Contractor, the Contractor shall make an adjustment on the next due progress payment invoice, identifying the basis for the correction and deducting the amount of overpayment. If final payment has been made, the Contractor shall make payment in response to a formal demand issued by the Owner. Should Contractor fail to make payment, Owner may set off under any contract between Owner and Contractor. This provision shall survive completion or termination of the contract."

END OF SECTION 00800

SECTION 00820

WAGE RATES

PART 1. GENERAL

1.1 Requirements:

A. Pay not less than the minimum wage scale and benefits accepted within the local construction industry.

B. No claims for additional compensation will be considered by the Owner because of payments of wage rates in excess of the applicable rate contained in this contract.

C. All contractors and subcontractors shall be equal opportunity employers.

1.2 Workmanship Standards:

Comply with the recognized workmanship quality standards within the industry as applicable to each unit of work, including ANSI standards where applicable. Project workmen should be paid in accordance with accepted pay scales for similar experience level and work in the area. It is a requirement that each category of tradesman or installer performing the work be pre-qualified, to the extent of being familiar with the applicable and recognized quality standards for his category of work, and being capable of workmanship complying with those standards.

1.3 Payroll:

A. In compliance with Article 515a, Sections 2 and 3, and Article 5159d, Section II of the Revised Civil Statute referenced above, the Owner reserves the following rights:
   1. To receive weekly payroll records.
   2. To have the Contractor provide required earning statements to employees.

1.4 Minimum Wage Rates:

A. Pay prevailing basic wage listed, plus any applicable fringe benefits.

B. In no case shall wages be less than the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the U.S. Department of Labor and contained in the contract documents. In addition the successful proposer must ensure that employees and applicants for employment are not discriminated against because of race, sex, age or national origin.

PREVAILING WAGE SCALE NOTICE

1. This determination of prevailing wages shall not be construed to prohibit the payment of more than the rates named. Under no conditions shall any laborer,

workman or mechanic employed on this job be paid less than the minimum wage scale.

2. In execution of this contract, the contractor must comply with all applicable state and federal laws, including but not limited to laws concerned with labor, equal employment opportunity, safety, and minimum wage.

AI-28823 **21. F. 2.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Martha L. Salazar **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and Approval of Notice of Assignment for value received, and in accordance with Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 42 U.S.C. 15), Paradigm System Solutions Inc., Assignor, does hereby assign to U.S. Bank National Association. all monies due or to become due under PO # 663176 dated September 6, 2011 for end user County of Hidalgo (Sheriff's Law Enforcement Facility)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

PO# 663176 available balance as of 9-28-11 $80,250.00 for Paradigm System Solutions, Inc. Object codes: 745, 619, and 601

Attachments

Back up

Memo

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/28/2011 12:44 PM
Budget & Management	Merlen P. Munoz	09/28/2011 01:25 PM
Manuel Chapa	Manuel Chapa	09/28/2011 03:24 PM
Auditor's Office	Arcilia Duran	09/30/2011 02:05 PM

Form Started By: Nielda Cavazos Started On: 09/27/2011 04:35 PM

Final Approval Date: 09/30/2011

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Monday, September 26, 2011 4:22 PM
To: 'Darlene Betancourt'; nielda.cavazos@co.hidalgo.tx.us
Subject: FW: Purchase Order 663176
Attachments: Assignments County of Hildago.pdf

Importance: High

Ms. Nielda:
Please place this on for Oct. 4, 2011. I will tell you how to do it.
Marty

From: Elizabeth Cano [mailto:elizabeth.cano@auditor.co.hidalgo.tx.us]
Sent: Monday, September 26, 2011 4:09 PM
To: martha.salazar@co.hidalgo.tx.us
Cc: 'Richard Ozuna'; 'Arcy Duran'
Subject: FW: Purchase Order 663176

Marty,

Attached is the Notice of Assignment I spoke to you about earlier. The notice was sent to Lt. Richard Ozuna from US Bank on behalf of Paradigm Systems. Lt. Ozuna is wanting to know whose signature is required on the form.

Elizabeth
From: Richard Ozuna [mailto:richard.ozuna@hidalgoso.org]
Sent: Thursday, September 22, 2011 9:54 AM
To: 'Elizabeth Cano'
Subject: FW: Purchase Order 663176

Can you please take care of this.

Lt. Richard Ozuna
Hidalgo County Sheriff's Office
711 El Cibolo road
Edinburg, Texas 78542
956-393-6022

From: elizabeth.boyd@usbank.com [mailto:elizabeth.boyd@usbank.com]
Sent: Tuesday, September 13, 2011 10:29 AM
To: Richard.ozuna@hidalgoso.org
Cc: jeff@paradigmssi.com
Subject: Purchase Order 663176

Attached, please find the Instrument and Notice of Assignment for the above referenced purchase order with Paradigm System Solutions. Please send back an acknowledged copy at your earliest convenience. Thanks,

Beth

_____
Elizabeth A. Boyd

U.S. Bank Corporate Trust Services
1021 East Cary Street, Suite 1850
Richmond, VA 23219
Phone: 804-343-1564
Fax: 804-343-1572
E-mail: elizabeth.boyd@usbank.com
U.S. BANCORP made the following annotations

Electronic Privacy Notice. This e-mail, and any attachments, contains information that is, or may be, covered by electronic communications privacy laws, and is also confidential and proprietary in nature. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing, or otherwise disclosing this information in any manner. Instead, please reply to the sender that you have received this communication
in error, and then immediately delete it. Thank you in advance for your cooperation.

INSTRUMENT OF ASSIGNMENT

For value received, and in accordance with the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 42 U.S.C. 15), Paradigm System Solutions Inc, Assignor, does hereby assign to **U.S. Bank National Association, Attn: Elizabeth Boyd, 1021 East Cary Street, Suite 1850, Richmond, VA 23219**, and its successors, all monies due or to become due under PO # 663176 dated September 6, 2011 for end user County of Hidalgo (Sheriff's Law Enforcement Facility).

By: _____
Name: Jeff White
Title: President

Attest: _____
Name: Sean McTamaney
Title: VP

usbank

All of us serving you™

U.S. Bank Corporate Trust Services
1021 E. Cary Street
Suite 1850
Richmond, VA 23219

Elizabeth A. Boyd
Vice President
Phone: 804/343-1564
Fax: 804/343-1572
Email: elizabeth.boyd@usbank.com

NOTICE OF ASSIGNMENT

Date: September 13, 2011

To: Lt. Richard Ozuna

Re: Purchase Order No. 663176 dated September 6, 2011

Between: Paradigm System Solutions Inc

And: County of Hidalgo (Sheriff's Law Enforcement Facility)

PLEASE TAKE NOTICE that moneys due or to become due under the contract described above have been assigned to U S Bank Corporate Trust Services, the undersigned.

A copy of the Instrument of Assignment executed by the Assignor is attached to the original hereof.

Payments due or to become due under such contract should be made in the name of Paradigm System Solutions, Inc. using the following remittance information:

MAIL
U.S. Bank National Association
U.S. Bank Operations Center
Attn: Trust Finance Mngmt
P.O. Box 86
Lockbox Services -12-2639
Minneapolis, MN 55486

OBI: Paradigm
Ref: 129018000

ACH/EFT
U.S. Bank National Association
ABA: 091000022
Acct #: 104790063366
OBI: Paradigm
Ref: 129018000

CAGE Code 4LD16
DUNS No. 625935973

FED WIRE ONLY
U.S. Bank National Association
ABA: 091000022
Acct #: 173103781824
OBI: Paradigm
Ref: 129018000

Please return to the undersigned, at your earliest convenience, a copy of this Notice with appropriate notations showing the date and hour of receipt, and duly signed by the person acknowledging receipt on behalf of the addressee.

If you have any questions regarding how to handle the processing of this Notice or the Instrument of Assignment attached to the original hereof, please call me at (804) 343-1564.

Very Truly Yours,

Elizabeth A Boyd

Elizabeth A. Boyd
Vice President

Receipt is hereby acknowledged of the above notice and a copy of the above-mentioned Instrument of Assignment. These were received at _____ a.m./p.m. on the _____ day of _____, 20__. It is understood and agreed that this Notice of Assignment and its terms thereof are not modifiable without the written consent of Assignee. Payments to any other third party, including but not limited to, the original contractor (Assignor) will not relieve your obligation to remit payment to Assignee.

I, on behalf of Contracting Officer, hereby understand and agree to the terms and conditions as set forth above.

Signature: _____
By: _____
(PRINT NAME)

AI-28815 **21. F. 3.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard's awarded vendor, Philpott Motors-Contract No. 358-10, One (1) New 2012 or newer Ford Expedition fully equipped for a total of $31,750.00 which includes $400.00 buy-board pricing and delivery fees for -Project #2011-267-OGG; or in the alternative,

b. Authority to advertise sealed competitive procurement for the purchase of: One (1) New 2012 or newer Ford Expedition fully equipped to include options as described on attached specifications or equivalent.

BACKGROUND

As requested by Lt. Richard Ozuna funds in the amount of $31,750.00 for proposed purchase have been appropriated.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1228-421-00-280-006-0-741

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

BUDGETARY IMPACT:

Funds have been appropriated under Req. #00203032 in the amount of $31,750.00 for Philpott Motors Ltd.

Attachments

11-267

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/28/2011 12:36 PM
Budget & Management	Merlen P. Munoz	09/28/2011 01:14 PM
Manuel Chapa	Manuel Chapa	09/28/2011 02:28 PM
Auditor's Office	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Oscar Garza Started On: 09/27/2011 11:40 AM

Final Approval Date: 09/30/2011

Req# 203032

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Vehicles

BUYBOARD #358-10

End User: HIDALGO COUNTY SHERIFF'S DEPT. **Philpott Rep:** ALAN WILEY 888 858-7801

Contact: RICHARD OZUNA **Date:** 22-Aug-11

Product Description: FORD EXPEDITION

A. Bid Series: 86 **A. Base Price:** $ 22,821.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	SPECIAL SERVICE MODEL	STD	101A	XL EQUIPMENT GROUP	$ 2,889.00
	5.4L AUTOMATIC	STD		CLOTH CAPTIAN CHAIRS	INCL
	CLOTH BUCKETS FRONT	STD		CLOTH 2ND/3RD ROWS SEATS	INCL
	VINYL 2ND ROW	STD		FACTORY FLOOR CONSOLE	INCL
	AM-FM CD TILT/CRUISE	STD		WITH FLOOR SHIFTER	INCL
	RUBBER FLOOR	STD		PREMIUM SOUND SYSTEM	INCL
U1G12	2012 4X4 UGRADE	$ 5,640.00		WITH SIRIUS RADIO	INCL
	WITH SKID PLATES	YES		RUNNING BOARDS	INCL
	BLACK EXTERIOR	COLOR			
	ESTIMATED DELIVERY IN	NOTE			
	90 DAYS	NOTE			

Total of B. Published Options: $ 8,529.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

D. Contract Price Adjustment: _____

E. Delivery Charges: _____ miles $ -

F. Total of A + B + C + D + E = F $ 31,350.00

G. Quantity Ordered 1 **x F =** $ 31,350.00

H. BUYBOARD Administrative Fee ($400 per purchase order) $ 400.00

I. Non-Equip Charges & Credits _____

J.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$ 31,750.00

Search Results:

Help

Narrow Search by Keyword(s): Search Back

Part # / Vendor	Description	Qty	Unit	Price	
Ford Flex Crossover Philpott Motors	Ford Flex Crossover (K5B) Flex SE, complete with all manufacturer's standard equipment		EA	$23,707.00	Add Info
Toyota Sienna Pass. Van Philpott Motors	Toyota Sienna Passenger Van (5312) LE Model complete with all manufacturer's standard equipment		EA	$23,832.00	Add Info
Ford F-550 Philpott Motors	Ford F-550 DRW Chassis Cab, complete with all manufacturer's standard equipment		EA	$25,227.00	Add Info
Ford Expedition Special Philpott Motors	Ford Expedition Special Services Package (U1F) complete with all manufacturer's standard equipment		EA	$25,816.00	Add Info
Toyota Venza Philpott Motors	Toyota Venza (2810) FWD sedan complete with all manufacturer's standard equipment		EA	$26,033.00	Add Info
Toyota Camry Hybrid Philpott Motors	Toyota Camry Hybrid Sedan (2560) Base model complete with all manufacturer's standard equipment		EA	$26,271.00	Add Info
Ford Escape Hybrid Philpott Motors	Ford Escape Hybrid Sport Utility Vehicle U4K Escape Standard Trim Package with all manufacturer's standard equipment		EA	$26,976.00	Add Info
Ford Expedition Philpott Motors	Ford Expedition Sport Utility (U1F) Expedition XL Trim Package complete with all manufacturer's standard equipment		EA	$27,986.00	Add Info
Toyota Highlander Philpott Motors	Toyota Highlander (6946) Base model, complete with all manufacturer's standard equipment		EA	$27,992.00	Add Info
Toyota Avalon Philpott Motors	Toyota Avalon (3544) complete with all manufacturer's standard equipment		EA	$31,931.00	Add Info

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00203032
PO #
Date: 09/21/11

Bill To: x
x

Vendor : 220779
PHILPOTT MOTORS LTD
P.O. BOX 876
PORT NECHES TX 77651
FAX (254)865-9118

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: RICHARD OZUNA
956-393-6024

Contract No: BUY BOARD 358-10
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUY BOARD 358-10		
		DO NOT DUPLICATE ORDER		
1.00	EACH	2012 4X4 FORD EXPEDITION	22,821.00	22,821.00
1.00	EACH	PUBLISHED OPTIONS	8,529.00	8,529.00
1.00	EACH	BUY BOARD ADMINISTRATIVE FEE ($400 PER PURCHASE ORDER)	400.00	400.00
		Account No	Encumbrance	
		1-1228-421-00-280-006-0-741	31,750.00	
			Freight	.00
			Total	31,750.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

MAIN MENU

BID LOG DATA ENTRY FORM

Bid No. 2011267

Buyer OGG

Project Type BUY-BOARD (TASB)

BID PROCESS STATUS **OPEN**

Bid Description
Purchase of One (1) New 2012 or Newer Ford Expedition

11:41:50.58 AM

Department
SHERIFF'S OFFICE

No. Assigned Date: **9/27/2011**

Ad Date1 | Ad Date2 | Ad Date3 | Pre Project Conf. | Bid Opening Date

CC Action Date | Type of CC Action | Awarded Vendor 1

Current Project Status

DATE OF LAST UPDATE: 9/27/2011

09/27/11 11:41:07 AM og; PENDING CC APPROVAL for Oct. 4, 2011 by CC.

AI-28824 **21. G. 1.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Martha L. Salazar **Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance of the recommendation by Joe Pena (evaluator) of responses received as "qualifed" for award for: "Title Company Services" (as listed in the RFP Acceptance Sheet attached hereto) and approval of the draft contract(s). (RFP No.: 2011-150-08-03-CGA)

BACKGROUND

Attachments

Acceptance Sheet
Dept. Approval-Memo
Legal Approval
edwards abstract
sierra title
valley land title

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/29/2011 10:08 AM
Budget & Management	Merlen P. Munoz	09/29/2011 10:44 AM
Olga Garza	Olga Garza	09/29/2011 01:53 PM
Auditor's Office	Angela Garcia	09/30/2011 03:29 PM

Form Started By: Gricelda Villarreal Started On: 09/27/2011 04:38 PM

Final Approval Date: 09/30/2011

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

PROPOSAL DUE DATE: August 3, 2011	**PROPOSAL OPENING TIME: 9:30 A.M.**

DESCRIPTION OF PROPOSAL: "TITLE COMPANY SERVICES"

RFP NO: 2011-150-08-03CGA

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
#01	Edwards Abstract & Title Co. Edinburg Texas	√
#02	Valley Land Title Co. McAllen, Texas	√
#03	Sierra Title Edinburg, Texas	√
#04		
#05		
#06		
#07		
#08		
#09		
#10		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

To: Mr. Jose Pena, Director
Hidalgo County Right of Way
Attn.: Sandra

From: Cris Ayala, Buyer III
Hidalgo County Purchasing Department

Re: Specifications for:
"RFQ –Title Company Services Pool"

Date: August 17, 2011

Enclosed for your review, is the three (3) responses received for the Request for Proposals for the above-referenced project.

If you have any questions/concerns in regards to this project, please call Cris Ayala at 292-7000 Ext 4867.

APPROVE ☑ DISAPPROVE ☐ (Attach Changes)

FUNDS AVAILABILITY: _____Yes / _____ No / _____ Other (specify) _____

BUDGET ACCOUNT #: _____

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
	JOSE N. PENA	9/22/11

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or 292-7612.

From:	Martha Salazar
To:	cris.villarreal@co.hidalgo.tx.us
Subject:	FW: Draft Contracts for Title Co. Services Pool
Date:	Thursday, September 29, 2011 8:28:40 AM

OK!!!!!!!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, September 29, 2011 7:39 AM
To: 'Martha Salazar'
Subject: RE: Draft Contracts for Title Co. Services Pool

The agreements are OK.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 28, 2011 3:58 PM
To: scrain@atlashall.com
Cc: cris.villarreal@co.hidalgo.tx.us
Subject: FW: Draft Contracts for Title Co. Services Pool
Importance: High

Mr. Crain:
Changes requested made. Please review and comment as to form.
Marty

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, September 28, 2011 3:44 PM
To: 'Martha Salazar'
Subject: RE: Draft Contracts for Title Co. Services Pool

Ms. Marty,
I have made the changes as requested by legal.

Thank you,
Cris

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 28, 2011 3:03 PM
To: cris.villarreal@co.hidalgo.tx.us
Subject: FW: Draft Contracts for Title Co. Services Pool

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, September 28, 2011 2:16 PM
To: 'Martha Salazar'
Subject: RE: Draft Contracts for Title Co. Services Pool

In numbered paragraph 1 take out the word “Further”, capitalize the “i” in the word “in” and do not indent this sentence. This revision applies to all three contracts.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 28, 2011 10:57 AM
To: scrain@atlashall.com
Cc: cris.villarreal@co.hidalgo.tx.us
Subject: FW: Draft Contracts for Title Co. Services Pool
Importance: High

Mr. Crain:
Please review and comment as to form.
Marty

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, September 28, 2011 10:38 AM
To: 'Martha Salazar'
Subject: Draft Contracts for Title Co. Services Pool

Ms. Marty,
Attached are the three draft contracts for the participants regarding responses received for the "Title Company Services" pool. I have included the RFP which includes the requirements "Exhibit A" . Please have legal review and advise.

Thank you,

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph: 956-318-2626
Fax: 956-292-7612
email: cris.villarreal@co.hidalgo.tx.us

www.edwards-titleco.com

ORIGINAL

123-1050

August 3, 2011

Byron Jay Lewis
Chairman of the Board
Chief Executive Officer
956-383-4951

Guy S. Huddleston, III
President
Cameron County Division
956-542-6777

N. Michael Overly
President
Hidalgo County Division
956-687-6777

717 N. Expressway
Brownsville, Texas 78520
(956) 542-6777
Fax (956) 544-0592

3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
(956) 383-4951
Fax (956) 383-5443

1205 S. 77 Sunshine Strip
Harlingen, Texas 78550
(956) 425-6777
Fax (956) 425-2811

4228 N. McColl Road
McAllen, Texas 78504
(956) 682-4951
Fax (956) 631-3504

2506 E. Griffin Parkway
Mission, Texas 78572
(956) 583-1220
Fax (956) 583-1798

2009 Padre Blvd
South Padre Island, Texas 78597
(956) 761-6777
Fax (956) 761-4613

2290 W. Pike Blvd Ste 101
Weslaco, Texas 78596
(956) 973-9654
Fax (956) 968-7163

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: Hidalgo County
Request For Proposals - "Hidalgo County – Title Company Services"
RFP NO. 2011-150-08-03CGA

Dear Ms. Salazar:

Enclosed please find one original and seven copies of the following items in connection with the above-described request for proposals:

1. Request for Proposal
2. Statement of Qualifications
3. Certificate of Insurance
4. Insurance Requirement Acknowledgment
5. Project Requirements Acknowledgment
6. Conflict of Interest Questionnaire
7. Proposer's Affidavit
8. Bidder/Vendor Application
9. W-9 Form
10. Certification Regarding Debarment, Suspension and Ineligibility

Very truly yours,
EDWARDS ABSTRACT AND TITLE CO.

BY: _____
BYRON JAY LEWIS, Chairman/CEO

Enclosures

EVALUATION & SELECTION CRITERIA
TITLE COMPANY SERVICES POOL

II. REQUIREMENTS

Each proposal must address, but may not be limited to, the following issues:

(a) FIRM NAME: Edwards Abstract and Title Co.
3111 W. Freddy Gonzalez Drive
Edinburg, TX 78539

(b) NAME, POSITION, PHONE, AND FAX NUMBER OF POINT OF CONTACT (POC):
Byron Jay Lewis, Chairman of the Board/Chief Executive Officer
(956) 383-4951
(956) 289-3001 (Direct Fax)
byron.lewis@edwards-titleco.com

N. Michael Overly, President/Hidalgo County Division
(956) 682-4951
(956) 289-4355 (Direct Fax)
mike.overly@edwards-titleco.com

(c) NAME OF PRINCIPAL/OWNER AND NUMBER OF YEARS IN BUSINESS:
Byron Jay Lewis has served as President of Edwards Abstract and Title Co. since October 2001. Prior to heading the Edwards team, Mr. Lewis served as counsel to Edwards Abstract and Title Co. effective April 1, 1999. Previously, Mr. Lewis was in private practice with the law firm of Henrichson & Lewis with concentration in real estate law. Mr. Lewis is board certified by the Texas Board of Legal Specialization in Commercial and Residential Real Estate Law.

In September 2010, Edwards Abstract and Title Co. expanded the service area to include three branch offices in Cameron County located in Brownsville, Harlingen and South Padre Island.

(d) PROVIDE THE NUMBER OF STAFF MEMBERS AVAILABLE IN ORDER TO RENDER (BUT NOT LIMITED TO) ALL THE SERVICES DESCRIBED AND LISTED THEREIN:

In Hidalgo County, Edwards Abstract and Title Co. has a team of 53 title insurance industry professionals. This includes members of the management team, branch managers, escrow officers and assistants; title plant personnel; accounting; legal staff and support teams. The average years of service and experience per employee are more than 15 years. The law firm of Lewis, Monroe and Pena serves as counsel to Edwards Abstract and Title Co. and operates at 3111 W. Freddy Gonzalez Drive in Edinburg, TX. In addition, the three branch offices in Cameron County employ 22 title insurance industry professionals.

Title Plant Team – 11 Examiners and support staff including five individuals with over 25 years experience each.

Escrow Officers and Assistants – 14 members of the Escrow Team are available. These include at least five escrow officers with 25 years or more of experience.

Support teams include 28 members of the Edwards team who oversee accounting; policy department; law firm; technology; marketing and other service staff.

Other Important Facts:

The Title Plant Manager/Title Attorney was in private practice as a real estate attorney handing commercial, municipal and residential files for over 25 years and has served Edwards in the current capacity for the past nine years. He oversees a staff of eleven and handles primarily the acreage and commercial orders.

The Assistant Plant Manager has worked in the title insurance industry for almost 32 years and has headed the title plant responsibilities for three local title companies. Her area of expertise is acreage, porciones, drainage district history and relevant mapping. She is also responsible for keeping current updates of land records for staff utilization via Edwards' technological resources.

The career of the Executive Vice President/Commercial Closing Specialist has spanned over 37 years....all of those years dedicated to Edwards Abstract and Title Co. title plant. She held the position of Title Plant Operations Manager until 2008 when she received a promotion to her current position. She is an experienced title professional whose area of expertise includes acreage, porciones, governmental entities, county and municipal work. She also has a close working relationship with many of the real estate attorneys of the area and is highly respected in her field.

(e) GOVERNMENTAL PROJECTS WITH NAMES, ADDRESSES AND PHONE NUMBERS OF REPRESENTATIVES WHO CAN BE CONTACTED FOR REFERENCES:

a. Hidalgo County San Carlos Drainage Project – North Branch Drain
Raul E. Sesin, P.E.
Hidalgo County Drainage Improvements Department
raul.sesin@co.hidalgo.tx.us
956-566-1974

b. U. S. Dept of Housing and Urban Development
106 S. St. Mary's St. #405
San Antonio, TX 78205
RE: Colorado Mission Partnership. LTD – Sharyland Plantation Project
3401 Allen Parkway Ste 200
Houston, TX 77019

c. Mission - Anzalduas Border Station Project – City of McAllen
Ms. Gerri Barsotti
U.S. General Services Administration
Portfolio Management, 7PT
819 Taylor St. Room 12B1
Ft Worth, TX 76102-0300

d. U. S. Border Patrol Headquarters in Edinburg, Texas
Buyer: United States of America
Anna Gordon, U. S. Army Corps of Engineers – Galveston District
409-766-3820

e. Federal Bureau of Investigation Building – McAllen, Texas
Buyer: Dominion Leasing Investments, LLC
P. O. Box 727
Edmond Oklahoma 73034
405-348-9817

f. United States Dept. of the Interior- Fish and Wildlife Service
Sharon Williams
Rt. 2 Box 202-A
Alamo, Texas 78516
956-787-3079

(f) DETAIL HOW YOUR FIRM/COMPANY HAS THE CAPABILITY TO DELIVER THE SERVICES REQUIRED ON A TIMELY BASIS:

- **State in how many (business) days your company can return a Title Report after a request (i.e. Purchase Order) is received by your firm:**
  Lot and block – 1 to 2 business days
  Acreage - 3 to5 business days

- **State your firm's/company's timeline (business days) to issue a Title Commitment(s)**
  Service has been the key to the company's longevity in the market during the past 131 years. Edwards Abstract and Title Co. has the capability to provide a title commitment in one day; with a usual turn around time of one to two business days for lot and block and/or three to five business days for acreage files.

- **Provide a copy of the Texas Title Insurance Premium Rates**
  A copy of the Texas Title Insurance Premium Rates is included in the packet.

- **Days to complete escrow agent services**
  The completion of the escrow service is dependent on the sales contract between buyer and seller and the lender requirements (if applicable). The applicable rate for escrow services begins at $500.00 and is subject to change.

- **State how many personnel or staff will be assigned and committed to render the services required.**
  All of the necessary staff and other resources will be made available including escrow officers, legal dept., policy dept. and others members of the support teams to perform the County's requests and/or purchase orders.

- **OTHER SERVICES NOT LISTED IN THE TEXAS TITLE INSURANCE PREMIUM RATES.**
  Edwards Abstract and Title Co. offers services such as title reports, environmental run sheets, nothing further certificates and lien checks.

Description:	***Cost:***
Title Reports	$350.00 plus tax for lot and block; $450.00 plus tax for acreage
Environmental Run Sheets	$250.00 (subject to change)
Nothing Further Certificates	$200.00
Lien Search	$ 75.00 per name on account
Closing Document Preparation	usually $60 to $90 per document

DATE: 8/1/11

BY: _____
BYRON JAY LEWIS, CHAIRMAN OF THE BOARD/CHIEF EXECUTIVE OFFICER
EDWARDS ABSTRACT AND TITLE CO.

_____

BY: N. MICHAEL OVERLY, PRESIDENT/HIDALGO COUNTY DIVISION
EDWARDS ABSTRACT AND TITLE CO.

EDWARDS ABSTRACT AND TITLE CO.

About Edwards Abstract and Title Co.

Years in business – Edwards Abstract and Title Co. was founded in 1880 with records of Hidalgo and Starr counties. The company was incorporated in 1926 and has been serving Hidalgo County for the past 131 years. Edwards Abstract and Title Co. offers the convenience of 7 branch offices throughout Cameron and Hidalgo Counties located in Edinburg, McAllen, Weslaco, Mission, Brownsville, Harlingen and South Padre Island. The title insurance provider has a comprehensive website available at www.edwards-titleco.com that provides vital information such as title insurance rates and calculator; identifies the company's title insurance professionals; services; branch offices and history in addition to links to helpful sites such as the area economic development corporations, chambers of commerce, realtor's organization and more.

Edwards Abstract and Title Co. is technologically advanced and offers a variety of services and products via the Edwards website. Keeping pace with the rapid changes in the title insurance industry and to address the needs of clients, the company has made a substantial investment in equipment and resources.

The upgrades have allowed Edwards Abstract and Title Co. to be the first in the market place to introduce **SureClose** transaction management system in 2004, Order Center in 2005 and E-Recording in 2006.

SureClose will allow County representatives to view the status of orders and access to pertinent documents 24 hours a day, seven days a week. On site training will be made available to designated users. The primary advantage of **SureClose** transaction management system is that the County representatives will be kept informed of any changes and up to date status of files saving time and keeping lines of communication open between Edwards Abstract and Title Co. and the County of Hidalgo.

Order Center offers the convenience of posting orders online via the Edwards' website 24 hours a day, seven days a week.

Edwards Abstract and Title Co. has partnered with the Hidalgo County Clerk's office to initiate the implementation of **E-Recording** and is the first title insurance company in the Rio Grande Valley that had this technology available effective 2006. **E-Recording** allows many benefits to the submitter such as same day electronic recording of real estate documents, reduction in travel costs to and from the County Clerk's office, faster policy generation, reduces "gap" risk, electronic funds transfer and the ability to submit documents anytime during the day.

Texas Title Insurance - Premium Rates

rescribed by the Texas Department of Insurance

Effective February 1, 2007

Policies up to and including	Basic Premium
$10,000	$229
10,500	233
11,000	235
11,500	239
12,000	243
12,500	246
13,000	250
13,500	254
14,000	257
14,500	260
15,000	262
15,500	266
16,000	270
16,500	274
17,000	277
17,500	281
18,000	285
18,500	287
19,000	290
19,500	293
20,000	298
20,500	301
21,000	305
21,500	308
22,000	312
22,500	315
23,000	318
23,500	321
24,000	325
24,500	328
25,000	332
25,500	335
26,000	339
26,500	342
27,000	345
27,500	348
28,000	352
28,500	355
29,000	359
29,500	362
30,000	366
30,500	369
31,000	373
31,500	376
32,000	379
32,500	383
33,000	386
33,500	390
34,000	393
34,500	397
35,000	400
35,500	404
36,000	407
36,500	410
37,000	413
37,500	417
38,000	421
38,500	425
39,000	427
39,500	431
40,000	434
40,500	438
41,000	440
41,500	445
42,000	448
42,500	452
43,000	454
43,500	458
44,000	461
44,500	465
45,000	469
45,500	472
46,000	475
46,500	479
47,000	481
47,500	485
48,000	489
48,500	493
49,000	496
49,500	499
50,000	503
50,500	506
51,000	508
51,500	512
52,000	516
52,500	520
53,000	523
53,500	527
54,000	530
54,500	533
55,000	536
55,500	539
56,000	544
56,500	547
57,000	550
57,500	554
58,000	558
58,500	560
59,000	564
59,500	567
60,000	571
60,500	575
61,000	578
61,500	581
62,000	585
62,500	589
63,000	591
63,500	594
64,000	598
64,500	602
65,000	605
65,500	608
66,000	612
66,500	617
67,000	620
67,500	621
68,000	625
68,500	629
69,000	632
69,500	635
70,000	640
70,500	644
71,000	647
71,500	649
72,000	652
72,500	656
73,000	660
73,500	663
74,000	667
74,500	671
75,000	674
75,500	676
76,000	680
76,500	683
77,000	687
77,500	690
78,000	694
78,500	698
79,000	702
79,500	703
80,000	707
80,500	711
81,000	715
81,500	717
82,000	721
82,500	725
83,000	729
83,500	731
84,000	734
84,500	739
85,000	742
85,500	745
86,000	748
86,500	752
87,000	756
87,500	759
88,000	762
88,500	766
89,000	770
89,500	772
90,000	775
90,500	779
91,000	783
91,500	787
92,000	789
92,500	793
93,000	797
93,500	801
94,000	802
94,500	806
95,000	811
95,500	814
96,000	816
96,500	820
97,000	824
97,500	828
98,000	830
98,500	834
99,000	838
99,500	841
100,000	843
101,000	848
102,000	854
103,000	859
104,000	864
105,000	870
106,000	875
107,000	880
108,000	886
109,000	891
110,000	896
111,000	902
112,000	907
113,000	912
114,000	918
115,000	923
116,000	928
117,000	934
118,000	939
119,000	944
120,000	950
121,000	955
122,000	960
123,000	966
124,000	971
125,000	977
126,000	982
127,000	987
128,000	993
129,000	998
130,000	1,003
131,000	1,009
132,000	1,014
133,000	1,019
134,000	1,025
135,000	1,030
136,000	1,035
137,000	1,041
138,000	1,046
139,000	1,051
140,000	1,057
141,000	1,062
142,000	1,067
143,000	1,073
144,000	1,078
145,000	1,083
146,000	1,089
147,000	1,094
148,000	1,099
149,000	1,105
150,000	1,110
151,000	1,115
152,000	1,121
153,000	1,126
154,000	1,131
155,000	1,137
156,000	1,142
157,000	1,147
158,000	1,153
159,000	1,158
160,000	1,163
161,000	1,169
162,000	1,174
163,000	1,179
164,000	1,185
165,000	1,190
166,000	1,195
167,000	1,201
168,000	1,206
169,000	1,211
170,000	1,217
171,000	1,222
172,000	1,227
173,000	1,233
174,000	1,238
175,000	1,244
176,000	1,249
177,000	1,254
178,000	1,260
179,000	1,265
180,000	1,270
181,000	1,276
182,000	1,281
183,000	1,286
184,000	1,292
185,000	1,297
186,000	1,302
187,000	1,308
188,000	1,313
189,000	1,318
190,000	1,324
191,000	1,329
192,000	1,334
193,000	1,340
194,000	1,345
195,000	1,350
196,000	1,356
197,000	1,361
198,000	1,366
199,000	1,372
200,000	1,377
205,000	1,404
210,000	1,430
215,000	1,457
220,000	1,484
225,000	1,511
230,000	1,537
235,000	1,564
240,000	1,591
245,000	1,617
250,000	1,644
300,000	1,911
400,000	2,445
500,000	2,979
600,000	3,513
700,000	4,047
800,000	4,581
900,000	5,115
1,000,000	5,649
2,000,000	10,039
3,000,000	14,429
4,000,000	18,819
5,000,000	23,209
6,000,000	26,829
7,000,000	30,449
8,000,000	34,069
9,000,000	37,689
10,000,000	41,309
15,000,000	59,409
20,000,000	72,259
25,000,000	85,109
30,000,000	92,809
35,000,000	100,509
40,000,000	108,209
45,000,000	115,909
50,000,000	123,609

OPENED
9:44
8-3-11
Witnessed

Edwards Abstract and Title Co.

Premiums shall be calculated as follows for policies in excess of $100,000

1. For policies of $100,001 - $1,000,000 Basic Premium
(1) Subtract $100,000 from policy amount.
(2) Multiply result in 1. (1) by $.00534 and round to nearest whole dollar.
(3) Add $843 to result in 1. (2).

2. For policies of $1,000,001 - $5,000,000 Basic Premium
(1) Subtract $1,000,000 from policy amount.
(2) Multiply result in 2. (1) by $.00439 and round to nearest whole dollar.
(3) Add $5,649 to result in 2. (2).

3. For policies of $5,000,001 - $15,000,000 Basic Premium
(1) Subtract $5,000,000 from policy amount.
(2) Multiply result in 3. (1) by $.00362 and round to nearest whole dollar.
(3) Add $23,209 to result in 3. (2).

4. For policies of $15,000,001 - $25,000,000 Basic Premium
(1) Subtract $15,000,000 from policy amount.
(2) Multiply result in 4. (1) by $.00257 and round to nearest whole dollar.
(3) Add $59,409 to result in 4. (2).

5. For policies in excess of $25,000,000 Basic Premium
(1) Subtract $25,000,000 from policy amount.
(2) Multiply result in 5. (1) by $.00154 and round to nearest whole dollar.
(3) Add $85,109 to result in 5. (2).

Stewart Title Guaranty Company
1980 Post Oak Boulevard
Houston, Texas 77056
(800) STEWART
www.stewart.com

STC
LISTED
NYSE

stewart

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/29/2011

PRODUCER (956)686-8323 FAX (888)512-2080
Bert Whisenant Insurance
816 East Hackberry Avenue
McAllen, TX 78501
Rosalinda Solis

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 Edwards Abstract and Title, LLC
DBA: Edwards Abstract and Title Co.
3111 W Freddy Gonzalez Dr
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hallmark General Agency	
INSURER B: Columbia Insurance Group	
INSURER C	
INSURER D	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	44CL448860-04	03/20/2011	03/20/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	X	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	44CL448860-04	03/20/2011	03/20/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A	X	EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	44CU468730-00	03/20/2011	03/20/2012	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ $ 4,000,000 $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCA9026492-11	01/01/2011	01/01/2012	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate holder is listed as Additional Insured on the General Liability & Business Auto policy.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Highway Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
B. R. Whisenant, Jr/ROS B.R. Whisenant, Jr.

©ACORD CORPORATION 1988

EXHIBIT "A"
REQUIREMENTS

(A) Sierra Title of Hidalgo County, Inc.
(B) Matt Wilson V.P. – Escrow (956) 682-8321 F (956) 429-0127
(C) John King – 41 years
(D) 35
(E) See attached list
(F) COMPANY'S CAPABILITY TO DELIVER SERVICES

- **Two to three days**
- **Two to three days**
- **Premium Rate Sheet attached**
- **One to two days (provided no curative work is needed)**
- **As many as needed**
- **Escrow, recording, and tax service.**

Fidelity National Title
Insurance Company

Alamo Title Insurance

800-654-7041 or 800-292-5320

SCHEDULE OF BASIC RATES FOR TITLE INSURANCE

Prescribed by Texas Department of Insurance effective February 1, 2007

Policies Up To And Including	Basic Premium	Policies Up To And Including	Basic Premium	Policies Up To And Including	Basic Premium
$10,000	229	$47,000	481	$84,000	734
10,500	233	47,500	485	84,500	739
11,000	235	48,000	489	85,000	742
11,500	239	48,500	493	85,500	745
12,000	243	49,000	496	86,000	748
12,500	246	49,500	499	86,500	752
13,000	250	50,000	503	87,000	756
13,500	254	50,500	506	87,500	759
14,000	257	51,000	508	88,000	762
14,500	260	51,500	512	88,500	766
15,000	262	52,000	516	89,000	770
15,500	266	52,500	520	89,500	772
16,000	270	53,000	523	90,000	775
16,500	274	53,500	527	90,500	779
17,000	277	54,000	530	91,000	783
17,500	281	54,500	533	91,500	787
18,000	285	55,000	536	92,000	789
18,500	287	55,500	539	92,500	793
19,000	290	56,000	544	93,000	797
19,500	293	56,500	547	93,500	801
20,000	298	57,000	550	94,000	802
20,500	301	57,500	554	94,500	806
21,000	305	58,000	558	95,000	811
21,500	308	58,500	560	95,500	814
22,000	312	59,000	564	96,000	816
22,500	315	59,500	567	96,500	820
23,000	318	60,000	571	97,000	824
23,500	321	60,500	575	97,500	828
24,000	325	61,000	578	98,000	830
24,500	328	61,500	581	98,500	834
25,000	332	62,000	585	99,000	838
25,500	335	62,500	589	99,500	841
26,000	339	63,000	591	100,000	843
26,500	342	63,500	594		
27,000	345	64,000	598	See Calculation Chart for policies in Excess of $100,000	
27,500	348	64,500	602		
28,000	352	65,000	605		
28,500	355	65,500	608	101,000	848
29,000	359	66,000	612	102,000	854
29,500	362	66,500	617	103,000	859
30,000	366	67,000	620	104,000	864
30,500	369	67,500	621	105,000	870
31,000	373	68,000	625	106,000	875
31,500	376	68,500	629	107,000	880
32,000	379	69,000	632	108,000	886
32,500	383	69,500	635	109,000	891
33,000	386	70,000	640	110,000	896
33,500	390	70,500	644	111,000	902
34,000	393	71,000	647	112,000	907
34,500	397	71,500	649	113,000	912
35,000	400	72,000	652	114,000	918
35,500	404	72,500	656	115,000	923
36,000	407	73,000	660	116,000	928
36,500	410	73,500	663	117,000	934
37,000	413	74,000	667	118,000	939
37,500	417	74,500	671	119,000	944
38,000	421	75,000	674	120,000	950
38,500	425	75,500	676	121,000	955
39,000	427	76,000	680	122,000	960
39,500	431	76,500	683	123,000	966
40,000	434	77,000	687	124,000	971
40,500	438	77,500	690	125,000	977
41,000	440	78,000	694	126,000	982
41,500	445	78,500	698	127,000	987
42,000	448	79,000	702	128,000	993
42,500	452	79,500	703	129,000	998
43,000	454	80,000	707	130,000	1,003
43,500	458	80,500	711	131,000	1,009
44,000	461	81,000	715	132,000	1,014
44,500	465	81,500	717	133,000	1,019
45,000	469	82,000	721	134,000	1,025
45,500	472	82,500	725	135,000	1,030
46,000	475	83,000	729	136,000	1,035
46,500	479	83,500	731	137,000	1,041

Effective February 1, 2007

TITLE INSURANCE PREMIUM RATES FOR TEXAS

IMPORTANT – READ CAREFULLY
FOR POLICIES IN EXCESS OF $100,000 AND EXACT AMOUNT OF INSURANCE NOT LISTED BELOW, CALCULATE RATES AS FOLLOWS:

Premiums shall be calculated as follows for policies in excess of $100,000:

1. **For policies of $100,001 - $1,000,000 Basic Premium**
   (1) Subtract $100,000 from policy amount.
   (2) Multiply result in 1. (1) by **$.00534** and round to nearest whole dollar.
   (3) Add **$843** to result in 1. (2).

2. **For policies of $1,000,001 - $5,000,000 Basic Premium**
   (1) Subtract $1,000,000 from policy amount.
   (2) Multiply result in 2. (1) by **$.00439** and round to nearest whole dollar.
   (3) Add **$5,649** to result in 2. (2).

3. **For policies of $5,000,001 - $15,000,000 Basic Premium**
   (1) Subtract $5,000,000 from policy amount.
   (2) Multiply result in 3. (1) by **$.00362** and round to nearest whole dollar.
   (3) Add **$23,209** to result in 3. (2).

4. **For policies of $15,000,001 - $25,000,000 Basic Premium**
   (1) Subtract $15,000,000 from policy amount.
   (2) Multiply result in 4. (1) by **$.00257** and round to nearest whole dollar.
   (3) Add **$59,409** to result in 4. (2).

5. **For policies in excess of $25,000,000 Basic Premium**
   (1) Subtract $25,000,000 from policy amount.
   (2) Multiply result in 5. (1) by **$.00154** and round to nearest whole dollar.
   (3) Add **$85,109** to result in 5. (2).

DENIED 9:45 8-3-11 Witness

Specific Amount	Basic Premium	Specific Amount	Basic Premium	Specific Amount	Basic Premium
$138,000	1,046	$188,000	1,313	$ 238,000	1,580
139,000	1,051	189,000	1,318	239,000	1,585
140,000	1,057	190,000	1,324	240,000	1,591
141,000	1,062	191,000	1,329	241,000	1,596
142,000	1,067	192,000	1,334	242,000	1,601
143,000	1,073	193,000	1,340	243,000	1,607
144,000	1,078	194,000	1,345	244,000	1,612
145,000	1,083	195,000	1,350	245,000	1,617
146,000	1,089	196,000	1,356	246,000	1,623
147,000	1,094	197,000	1,361	247,000	1,628
148,000	1,099	198,000	1,366	248,000	1,633
149,000	1,105	199,000	1,372	249,000	1,639
150,000	1,110	200,000	1,377	250,000	1,644
151,000	1,115	201,000	1,382	300,000	1,911
152,000	1,121	202,000	1,388	400,000	2,445
153,000	1,126	203,000	1,393	500,000	2,979
154,000	1,131	204,000	1,398	600,000	3,513
155,000	1,137	205,000	1,404	700,000	4,047
156,000	1,142	206,000	1,409	800,000	4,581
157,000	1,147	207,000	1,414	900,000	5,115
158,000	1,153	208,000	1,420	1,000,000	5,649
159,000	1,158	209,000	1,425	2,000,000	10,039
160,000	1,163	210,000	1,430	3,000,000	14,429
161,000	1,169	211,000	1,436	4,000,000	18,819
162,000	1,174	212,000	1,441	5,000,000	23,209
163,000	1,179	213,000	1,446	6,000,000	26,829
164,000	1,185	214,000	1,452	7,000,000	30,449
165,000	1,190	215,000	1,457	8,000,000	34,069
166,000	1,195	216,000	1,46	9,000,000	37,689
167,000	1,201	217,000	1,468	10,000,000	41,309
168,000	1,206	218,000	1,473	11,000,000	44,929
169,000	1,211	219,000	1,478	12,000,000	48,549
170,000	1,217	220,000	1,484	13,000,000	52,169
171,000	1,222	221,000	1,489	14,000,000	55,789
172,000	1,227	222,000	1494	15,000,000	59,409
173,000	1,233	223,000	1,500	16,000,000	61,979
174,000	1,238	224,000	1,505	17,000,000	64,549
175,000	1,244	225,000	1,511	18,000,000	67,119
176,000	1,249	226,000	1,516	19,000,000	59,689
177,000	1,254	227,000	1,521	20,000,000	72,259
178,000	1,260	228,000	1,527	21,000,000	74,829
179,000	1,265	229,000	1,532	22,000,000	77,399
180,000	1,270	230,000	1,537	23,000,000	79,969
181,000	1,276	231,000	1,543	24,000,000	82,539
182,000	1,281	232,000	1,548	25,000,000	85,109
183,000	1,286	233,000	1,553	26,000,000	86,649
184,000	1,292	234,000	1,559	27,000,000	88,189
185,000	1,297	235,000	1,564	28,000,000	89,729
186,000	1,302	236,000	1,569	29,000,000	91,269
187,000	1,308	237,000	1,575	30,000,000	92,809

Effective February 1, 2007

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CR | DATE (MM/DD/YYYY) 10/28/10

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

IBC Insurance Agency, LTD- SA
5300 Walzem Road #200
San Antonio TX 78218
Phone:210-646-9870 Fax:210-646-8418

CONTACT NAME:
PHONE (A/C, No, Ext): | FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: SIERR-1

INSURED

The Sierra Group
Sierra Title Company, Inc.
John King
3409 N. 10Th Street
Mc Allen TX 78501

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Navigators Insurance Company	42307
INSURER B:	
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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liabi			SF10MPL667568/C	10/29/10	10/29/11	Prof Limi	1,000,000
A	retro date10/29/04						ded	20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Title Company: See list of separate Corporations for each County Grouping attached. Exhibit A forms a part of policy # PLRAU102909 with regard to the professional liability coverage.
Sierra Group Physical Address: 3401 N. 10th Street McAllen, Tx. 78501

CERTIFICATE HOLDER

INSUR-3

Insured's Copy

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

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NOTEPAD

The Sierra Group, Sierra Title Company, Inc.-3401 N 10th St McAllen TX 78501

Metro Title Company, Inc. dab Sierra Title Company of Cameron and Willacy Counties - 1902 E Harrison Harlingen, Tx. 78552

Sierra Title Company, Inc. (El Paso)-
120 Shadow Mountain El Paso, Tx. 79912

Sierra Title of North Texas, Inc. (Denton County)-3501 Long Prairie Road Ste 110 Flower Mound, Tx 75022

Sierra Title of Hidalgo County, Inc.- 109 North 10th Street Edinburg, Tx. 78529

Sierra Title of Corpus Christi, LLC

Sierra Title of New Mexico, Inc.- 141 Roadrunner Parkway Ste 121 La Cruces, NM 88011

Metro Title Company, Inc. dba Sierra Title Company of Cameron and Willacy Counties 1902 E. Harrison Harlingen, Tx. 78550

HIDALGO COUNTY, TEXAS
109 North 10th Street
Edinburg, TX 78539

3401 North 10th Street
McAllen, Texas 78501

301 W Business Hwy. 83
Weslaco, TX 78596

NEW MEXICO
141 Roadrunner Parkway, Ste 121
Las Cruces, NM 88011

5290 McNutt Road, Ste 103
Santa Teresa, NM 88008

The Republic Group
P.O. Box 660270
Dallas, TX 75266-0270

Republic Group℠

Billing Statement

Agent
SHEPARD, WALTON, KING INSURANC
PO BOX 1630
MCALLEN, TX 78505-1630
956 - 682 - 2841

Insurer See Attached

Insured
SIERRA TITLE OF HIDALGO COUNTY

Statement Date
11/30/10

12-1-10

Mail To
SIERRA TITLE OF HIDALGO COUNTY
PO BOX 2975
MCALLEN, TX 78502

Account Number:	A13185
Policy Type:	See Attached
Current Balance:	$ 13,551.00
Minimum Due:	$ 5,420.40
Due Date:	12/22/10

Summary of activity since last Billing Statement

See reverse side and attachments for additional information

Activity		Account Balance	Minimum Due
Previous Statement Balance	$	0.00	
Payments/Reversals/Refunds	$	0.00	
Total of Transactions shown on attached	$	13,551.00	
Current Balance	$	13,551.00	$ 5,420.40

Payment Options

Option 1 - Pay in Full - You can avoid paying future Installment Fees if you pay the Current Balance shown by the Due Date. If you do, you will not receive another Billing Statement unless your policy renews or you make a change in coverage which results in a change in premiums.

Option 2 - Pay Minimum Due - An Installment Fee will be charged each time you choose this option. After you pay the Minimum Due shown above, you will have 06 installments remaining. (Changes to your policy may change your installment schedule.)

Electronic Payment

Electronic Funds Transfer: Payments can be made easily and conveniently by automatic deduction from your checking or savings account. Contact your agent if you would like to make payments by EFT.

Pay via the Web: Log onto RepublicGroup.com and click on the "Pay my Bill" option.

Pay by Phone: Call us at 800 344 2275 and select the "Billing" option, then follow the automated prompts. You can pay from your bank account (checking or savings), or use your debit or ATM debit card. We also accept MasterCard and Visa credit card payments for Homeowners, Personal Auto, Dwelling and Personal Umbrella policies.

Detach and return this Payment Coupon with your payment

Account Number	Statement Date	Due Date	Current Balance	Minimum Due
A13185	11/30/10	12/22/10	$ 13,551.00	$ 5,420.40

Amount Enclosed
$ 5420.40

Insured
SIERRA TITLE OF HIDALGO COUNTY

Mail payment 7 days before Due Date to ensure timely receipt

Make checks payable to **The Republic Group** and send to —> The Republic Group
P.O. Box 660270
Dallas, TX 75266-0270

Please include Account Number on your check.

110219 00000000070 00542040 01355100100 13185000016

421064 G

...lling Statement Detail

...il of ... since your last statement

		Transaction Amount	Minimum Due
Republic Lloyds			
Commercial Package 5509768 00 Pol Eff 10/22/10			
Previous Balance	$	0.00	
New Policy 10/22/10	$	10,572.00	
Current Balance	$	10,572.00	$ 4,228.80
Southern Insurance Company			
Commercial Auto 5509769 00 Pol Eff 10/22/10			
Previous Balance	$	0.00	
New Policy 10/22/10	$	1,494.00	
Current Balance	$	1,494.00	$ 597.60
Southern Insurance Company			
Commercial Umbrella 5509770 00 Pol Eff 10/22/10			
Previous Balance	$	0.00	
New Policy 10/22/10	$	1,485.00	
Current Balance	$	1,485.00	$ 594.00
Total Current Balance	$	13,551.00	
Total Minimum Due			$ 5,420.40

Summary of Insurance

For: Sierra Title of Hidalgo County, Inc.
P. O. Box 2975
McAllen, TX
78505 956-682-8321

Coverage	Amount	Company	Policy No	Eff	Exp	Premium
Commercial Application		Union Standard Insurance Co.	CPA424984913	10/01/09	10/01/10	
Premises						
Premise 1 Building 1						
109 N. 10th St.						
Edinburg, TX						
78539						
Nature of Business	Title company - office/contected to a vacant bldg					
Premise 2 Building 1						
3401 N. 10th						
McAllen, TX						
78504						
Nature of Business	Title company - office					
Premise 3 Building 1						
bldg, divided in 3						
3409/3409D/3411 N. 10th						
McAllen, TX						
78504						
Nature of Business	Owned by Sierra Title: 3409 LRO (5100sqft); 3409D title co. records					
	(1300sqft); 3411 tax services office (5000sq ft)					
Premise 4 Building 1						
301 W. Bus Hwy 83						
Weslaco, TX						
78596						
Nature of Business	Title Company - office					
Premise 5 Building 1						
5820 N Cage Unit #125						
Pharr, TX						
78577						
Nature of Business	Storage Unit, 1 unit					

For: Sierra Title of Hidalgo County, Inc.
P. O. Box 2975
McAllen, TX
78505 956-682-8321

Coverage	Amount	Company	Policy No	Eff	Exp	Premium
Business Auto		Union Standard Insurance Co.	CPA424984913	10/01/09	10/01/10	
Liability						
CSL	1,000,000					
Autos Specified on Schedule						
Hired Autos						
Non-Owned Autos						
Autos Specified on Schedule						
Additional PIP						
Total	2,500					
Uninsured/Under Motorists						
CSL	1,000,000					
Autos Specified On Schedule						
Comp/Coll						
Autos Specified on Schedule						
* See Attached Vehicle Schedule						
* See Attached Driver Schedule						

For: **Sierra Title of Hidalgo County, Inc.**
P. O. Box 2975
McAllen, TX
78505 956-682-8321

Coverage	Amount	Company	Policy No	Eff	Exp	Premium
Property		Union Standard Insurance Co.	CPA424984913	10/01/09	10/01/10	
BI/EE Form D						
See Policy						
Premise 1 Building 1						
109 N. 10th St. Edinburg , TX 78539						
BLDG -	168,000					
Coins % 80						
Valuation RC						
Cause of Loss SPECIAL						
Deductible 2500						
Forms # W/H$5KDED						
CONTENTS -	35,000					
Coins % 80						
Valuation RC						
Cause of Loss SPECIAL						
Deductible 2500						
Forms # W/H$5KDED						
VAL PAPERS -	50,000					
Deductible 2500						
Premise 2 Building 1						
3401 N. 10th McAllen , TX 78504						
BUILDING -	606,900					
Coins % 80						
Valuation RC						
Cause of Loss SPECIAL						
Deductible 2500						
Forms # WH$5KDED						
CONTENTS -	214,721					
Coins % 80						
Valuation RC						
Cause of Loss SPECIAL						
Deductible 2500						
Forms # WH$5KDED						
VAL PAPERS -	50,000					
Deductible 2500						

For: **Sierra Title of Hidalgo County, Inc.**
P. O. Box 2975
McAllen, TX
78505 956-682-8321

Coverage	Amount	Company	Policy No	Eff	Exp	Premium
Premise 3 Building 1						
3409/3409D/3411 N. 10th McAllen , TX 78504						
BUILDING -	1,203,017					
Coins % 80						
Valuation RC						
Cause of Loss SPECIAL						
Deductible 2500						
Forms # W&H$5KDED						
CONTENTS -	253,054					
Coins % 80						
Valuation RC						
Cause of Loss SPECIAL						
Deductible 2500						
Forms # W/H DED. $						
VP -	250,000					
Deductible 2500						
Premise 4 Building 1						
101 W. Bus Hwy 83 Weslaco , TX 78596						
BUILDING -	183,750					
Coins % 80						
Valuation RC						
Cause of Loss SPECIAL						
Deductible 2500						
Forms # W&H$5KDED						
CONTENTS -	162,068					
Coins % 80						
Valuation RC						
Cause of Loss SPECIAL						
Deductible 2500						
Forms # W&H$5KDED						
VAL PAPERS -	50,000					
Deductible 2500						
Premise 5 Building 1						
5820 N Cage Unit #125 Pharr , TX 78577						
VP -	100,000					
Deductible 2500						

For: **Sierra Title of Hidalgo County, Inc.**
P. O. Box 2975
McAllen, TX
78505 956-682-8321

Coverage	Amount	Company	Policy No	Eff	Exp	Premium
General Liability		Union Standard	CPA424984913	10/01/09	10/01/10	
Occurrence						
General Aggregate	2,000,000					
Products/Completed Oper. Aggr.	2,000,000					
Personal & Advertising Injury	1,000,000					
Each Occurrence	1,000,000					
Damage to Rented Premises	100,000					
Medical Expense (Any One Person)	5,000					
Location 1 Building 1						
Office @ 109 N. 10th Edinburg/Vacant Bldg at 111 N 10th						
Class Code: 61226						
Premium Basis: 5752						
(A) Area - Per $1,000/SQ FT						
Location 2 Building 1						
Office @ 3401 N. 10th, McAllen						
Class Code: 61226						
Premium Basis: 6475						
(A) Area - Per $1,000/SQ FT						
Location 3 Building 1						
office (LRO)@3409 N. 10th, McAllen						
Class Code: 61217						
Premium Basis: 5100						
(A) Area - Per $1,000/SQ FT						
Location 3 Building 1						
office(plant)@ 3409D N.10th, McAllen AND office @ 3411 N. 10th, McAllen (5000 sq ft)						
Class Code: 61226						
Premium Basis: 6300						
(A) Area - Per $1,000/SQ FT						
Location 4 Building 1						
office @Bus Hwy 83, Weslaco						
Class Code: 61226						
Premium Basis: 4800						
(A) Area - Per $1,000/SQ FT						
Location 5 Building 1						
Storage unit -Pharr						
Premium Basis: 2250						
(A) Area - Per $1,000/SQ FT						

For: Sierra Title of Hidalgo County, Inc.
P. O. Box 2975
McAllen, TX
78505 956-682-8321

Coverage	Amount	Company	Policy No	Eff	Exp	Premium
Crime		Union Standard Insurance Co.	CPA424984913	10/01/09	10/01/10	
Employee Dishonesty	25,000					
Deductible	1,000					
Blanket						

For: Sierra Title of Hidalgo County, Inc.
P. O. Box 2975
McAllen, TX
78505 956-682-8321

Coverage	Amount	Company	Policy No	Eff	Exp	Premium
Umbrella		Union Standard Insurance Co.	CPA424984913	10/01/09	10/01/10	
Liability Limit Each Occurence	3,000,000					
Agg	3,000,000					
Prod/Comp Opps	3,000,000					
Retained Limit	0					
Underlying Insurance						
Automotive Liability		Union Standard	CPA424984912	10/01/09	10/01/10	
Combined Single Limit	1,000,000					
General Liability		Union Standard	CPA424984912	10/01/09	10/01/10	
Each Occurrence	1,000,000					
General Aggregate	2,000,000					
Products & Comp Ops	2,000,000					
Personal & Adv Injury	1,000,000					
Damage to Rented Premises	100,000					
Medical Expense	5,000					
Employer Liability		Z065007905	Zenith Ins Co	04/01/09	04/01/10	
Each Accident	500,000					
Disease Policy Limit	500,000					
Disease Each Employee	500,000					

For: **Sierra Title of Hidalgo County, Inc.**
P. O. Box 2975
McAllen, TX
78505 956-682-8321

Business Automobile - Vehicle Schedule

Policy No. CPA424984913

Co #	Year	Make	Model	VIN	Garage Loc	Class	Cost New	Liab	PIP	Med Pay	UM	Comp	Coll	Tot Prem
	2007	Chrisyler	PT Cruiser	3A4FY48B17T54 3946	McAllen, TX	3	15,988	X	X		X	250	500	
					ACV:									

For: Sierra Title of Hidalgo County, Inc.
P. O. Box 2975
McAllen, TX
78505 956-682-8321

Automobile - Driver Schedule

Policy No. CPA424984913

Driver #	Name	DOB	Date Lic	Lic State	Drivers Lic #	SS#
	Eduardo Palacios	07/21/58		TX	10689429	
	Emerald Hollis	04/24/57		TX	01510622	
	Linda A Shreeve	11/09/46		TX	13996067	
	Benicia Santos	10/09/48		TX	06306367	
	John King	12/04/43		TX	00329149	
	Liz King	10/07/43		TX	04875698	

ORIGINAL

Valley Land Title Co.

612 Nolana, Suite 570
McAllen, Tx 78504
(956) 383-2708
Fax (956) 217-3190
www.rodriguezp@valleylandtitleco.com

August 1, 2011

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

Re: RFP#2011-150-08-03-CGA
"Title Company Services Pool" for Hidalgo County

Dear Ms. Salazar:

As the authorized point of contact for Valley Land Title Company, I am submitting the following information in response to your Request for Proposals for Hidalgo County "Title Company Services".

History and Experience

Our company has operated in Edinburg and Hidalgo County since 1919. Our "Plant" contains real estate recordings history dating back to the establishment of Hidalgo County.

Our Examination Department is headed by Mr. Mario Garza who has over 30 years of examination history, all of them with our company. He is assisted by Mr. Danny Gonzalez, a 28 year veteran in the Examination Department. They lead an examining staff of ten. This group would provide title reports, title searches and title commitments to Hidalgo County.

Our Policy Department consists of four individuals lead by Ms. Carmen West, a 30 year veteran of the title company industry. They would be responsible for the final issuance of title policies.

We would dedicate our Closing Officers/Escrow Agents and their assistants that are located in our Edinburg office to fulfill the escrow agent services for Hidalgo County. Mr. Jerry Canales, our legal counsel, manages this office. He has been associated with our company since 1987; between 1987 and the end of 2005, Mr. Canales was an owner of the company. He supervises two escrow officers and an assistant.

Mr. Blucher Smith is "of counsel" to the company and has been associated with it since 1946.

Mr. Alonzo Cantu is the company's current owner, having become a part-owner in 2003. Mr. Cantu has been a successful builder, developer and bank director in Hidalgo County for over 25 years.

I joined Valley Land Title Company as its Chief Executive Officer in March of 2006 after a 30 year career in the commercial banking industry.

Our company has been part of the Title Company Services-Pool for Hidalgo County since September of 2006. Our primary point of contact has been with Mr. Joe Pena, Director for the Hidalgo County Right of Way Department. We have also been part of the Title Company Services Pool for Hidalgo County Drainage District No. 1 since July of 2007, where Mr. Pena is also our point of contact. In addition, since 2003 we were contracted to work with L& G Engineering 2100 W. Expressway 83, Mercedes, Texas 78570 (956)-565-9813. We provided Fernando Ramirez, Right-of-Way Acquisition Manager, with title commitment and policy services in connection with numerous Texas Department of Transportation projects that were funneled through Hidalgo County.

Delivery of Services

With the historical data and human resources at our disposal, we can produce a title report, title certificate or title commitment as quickly as any of our competitors in the title company business in Hidalgo County. Our experience tells us, however, that it is unreasonable and misleading to pledge to you that we can always provide these products in a certain number of days after an order is submitted. If the property involved has a "lot and block" legal description, it is reasonable to expect a title report/certificate or title commitment within three business days. Properties that have less specific legal descriptions, on the other hand, can take over a week to complete. The cost of a title report/certificate or title commitment will be $300 if no title policy is purchased.

Providing a final title policy on any property will be contingent on the number and complexity of items to be cleared from the various schedules required to be submitted with that policy. Properties that are relatively clear of pending items can have policies produced well within seven to ten days. In other cases, especially in dealing with more remote locations, it can take weeks to properly produce a policy. The cost of title insurance policies is regulated by the Texas Department of Insurance. A copy of "Texas Title Insurance Premium Rates" is attached.

Escrow agent services should not take more than three business days to complete once all pending items have been cleared from our title commitment and all parties are available and authorized to execute the necessary documents. The charge for escrow agent services is $300.00 for the buyer and $300 for the seller per closing.

Recording fees are $16 for the first page and $4 for each additional page per document. Courier fees range from $11.00 to $17.00 per package. The Texas Department of Insurance requires a Texas Policy Guarantee Fee of $5.00 per policy. Tax service is assessed at $52.00 per tract, though this fee can be reduced for contiguous tracts. A

Federal Tax Lien Search costs $125.00 per name and a Nothing Further Certificate is $200.00.

We appreciate the opportunity to submit this Request for Proposals and the pertinent schedules and declarations that are attached. I will be happy to entertain any questions or clarifications; please see the letterhead for information on how to contact me.

Very truly yours,

Paul R. Rodriguez
Chief Executive Officer

VALL-03 OP ID: CP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/26/11

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 Shepard Walton King Ins. Group 801 N. Main P. O. Box 1630 McAllen, TX 78505-1630 R. Raul Cabaza, III 956-682-2841 956-630-4015	CONTACT NAME: Cris Palacios PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: cpalacios@swkins.com
INSURED Valley Land Title Company, Ltd @ Water Tower Centre 612 Nolana, Suite 570 McAllen, TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Travelers Ins. Co. — 40282 INSURER B : Allstate Insurance Co. INSURER C : Texas Mutual Insurance Co. — 22945 INSURER D : Commerce & Industry Insurance 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 PRO-JECT LOC			PACP8237B467TLC	01/16/11	01/16/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			048288413	01/16/11	01/16/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			EBU028087481	01/16/11	01/16/12	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	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		SBP0001165219	01/16/11	01/16/12	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
D	Professional E&O			8221-7181	02/15/11	02/15/12	EA CLAIM AGGREGATE	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Buildings or premises - offices/Title Company

CERTIFICATE HOLDER

HIDCOPD

County of Hidalgo
Purchasing Department
100 E Cano, 5th 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

Raul Cabaza III

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TEXAS DEPARTMENT OF INSURANCE

OPENED
9:45
8-3-11
Witnessed

Insurance & HMOs

TEXAS TITLE INSURANCE PREMIUM RATES

EFFECTIVE FEBRUARY 1, 2007

Policies Up To And Including	Basic Premium	Policies Up To And Including	Basic Premium	Policies Up To And Including	Basic Premium	Policies Up To And Including	Basic Premium
$10,000	$229	$32,500	$383	$55,000	$536	$77,500	$690
10,500	233	33,000	386	55,500	539	78,000	694
11,000	235	33,500	390	56,000	544	78,500	698
11,500	239	34,000	393	56,500	547	79,000	702
12,000	243	34,500	397	57,000	550	79,500	703
12,500	246	35,000	400	57,500	554	80,000	707
13,000	250	35,500	404	58,000	558	80,500	711
13,500	254	36,000	407	58,500	560	81,000	715
14,000	257	36,500	410	59,000	564	81,500	717
14,500	260	37,000	413	59,500	567	82,000	721
15,000	262	37,500	417	60,000	571	82,500	725
15,500	266	38,000	421	60,500	575	83,000	729
16,000	270	38,500	425	61,000	578	83,500	731
16,500	274	39,000	427	61,500	581	84,000	734
17,000	277	39,500	431	62,000	585	84,500	739
17,500	281	40,000	434	62,500	589	85,000	742
18,000	285	40,500	438	63,000	591	85,500	745
18,500	287	41,000	440	63,500	594	86,000	748
19,000	290	41,500	445	64,000	598	86,500	752
19,500	293	42,000	448	64,500	602	87,000	756
20,000	298	42,500	452	65,000	605	87,500	759
20,500	301	43,000	454	65,500	608	88,000	762
21,000	305	43,500	458	66,000	612	88,500	766
21,500	308	44,000	461	66,500	617	89,000	770
22,000	312	44,500	465	67,000	620	89,500	772
22,500	315	45,000	469	67,500	621	90,000	775
23,000	318	45,500	472	68,000	625	90,500	779
23,500	321	46,000	475	68,500	629	91,000	783
24,000	325	46,500	479	69,000	632	91,500	787
24,500	328	47,000	481	69,500	635	92,000	789
25,000	332	47,500	485	70,000	640	92,500	793
25,500	335	48,000	489	70,500	644	93,000	797
26,000	339	48,500	493	71,000	647	93,500	801
26,500	342	49,000	496	71,500	649	94,000	802
27,000	345	49,500	499	72,000	652	94,500	806
27,500	348	50,000	503	72,500	656	95,000	811

28,000	352	50,500	506	73,000	660	95,500	814
28,500	355	51,000	508	73,500	663	96,000	816
29,000	359	51,500	512	74,000	667	96,500	820
29,500	362	52,000	516	74,500	671	97,000	824
30,000	366	52,500	520	75,000	674	97,500	828
30,500	369	53,000	523	75,500	676	98,000	830
31,000	373	53,500	527	76,000	680	98,500	834
31,500	376	54,000	530	76,500	683	99,000	838
32,000	379	54,500	533	77,000	687	99,500	841
						100,000	843

Premiums shall be calculated as follows for policies in excess of $100,000:

1. For policies of $100,001 - $1,000,000
Basic Premium
(1) Subtract $100,000 from policy amount.
(2) Multiply result in 1.(1) by $.00534 and round to nearest whole dollar.
(3) Add $843 to result in 1.(2).

2. For Policies of $1,000,001 - $5,000,000
Basic Premium
(1) Subtract $1,000,000 from policy amount.
(2) Multiply result in 2.(1) by $.00439 and round to nearest whole dollar.
(3) Add $5,649 to result in 2.(2).

3. For policies of $5,000,001 - $15,000,000
Basic Premium
(1) Subtract $5,000,000 from policy amount.
(2) Multiply result in 3.(1) by $.00362 and round to nearest whole dollar.
(3) Add $23,209 to result in 3.(2).

4. For policies of $15,000,001 - $25,000,000
Basic Premium
(1) Subtract $15,000,000 from policy amount.
(2) Multiply result in 4.(1) by $.00257 and round to nearest whole dollar.
(3) Add $59,409 to result in 4.(2)

5. For policies in excess of $25,000,000
Basic Premium
(1) Subtract $25,000,000 from policy amount.
(2) Multiply result in 5.(1) by $.00154 and round to nearest whole dollar.
(3) Add $85,109 to result in 5.(2).

OPENED
9:45
8-3-11
Witnessed

For more information contact: Title@tdi.state.tx.us

Last updated: 02/24/2010

Texas Department of Insurance
333 Guadalupe, Austin 78701
P.O. Box 149104, Austin 78714
(512) 463-6169

Consumer Help 1-800-252-3439
Report Fraud 1-888-327-8818

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Report Fraud at TDI

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Calendar
eNews
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Webcasts

AI-28828 **22. D.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Melba Morales

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 10:49 AM
Auditor's Office	Arcilia Duran	09/28/2011 01:54 PM
Purchasing Department	Marty Salazar	09/28/2011 04:11 PM

Form Started By: Aida Alvarez Started On: 09/28/2011 09:06 AM

Final Approval Date: 09/28/2011

AI-28829 **23. D.**

CC REGULAR

Meeting Date: 10/04/2011

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Melba Morales

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2011 10:50 AM
Auditor's Office	Arcilia Duran	09/28/2011 01:54 PM
Purchasing Department	Marty Salazar	09/28/2011 04:11 PM

Form Started By: Aida Alvarez Started On: 09/28/2011 09:08 AM

Final Approval Date: 09/28/2011

From: Rosalinda Rodriguez
To: Monica Badillo
Subject: RE: October is Domestic Violence Awareness Month
Date: Thursday, September 22, 2011 9:12:28 AM

Please use the same proclamation we had last year except change the dates. Will that be okay?

-Rosalinda

--- On **Tue, 9/20/11, Monica Badillo *<monica.badillo@co.hidalgo.tx.us>*** wrote:

> From: Monica Badillo <monica.badillo@co.hidalgo.tx.us>
> Subject: RE: October is Domestic Violence Awareness Month
> To: "'Rosalinda Rodriguez'" <rosalinda_rod@yahoo.com>
> Date: Tuesday, September 20, 2011, 5:04 PM
>
> Hello Rosalinda,
>
> Yes it would be with me. You can send me the template Proclamation and we will edit/print it on nice paper.
>
> We can schedule you for the meeting of Oct. 4th at 9:30 am.
>
> Let me know if this will work for you.
>
> Thanks,
>
> *Monica Badillo, Court Administrator*
>
> *County of Hidalgo Executive Office*
>
> *2818 S. Bus. Hwy. 281*
>
> *Edinburg, Texas 78539*
>
> *(956) 292-7025 ext. 5404*
>
> *(956) 292-7034 (fax)*
>
> **From:** Rosalinda Rodriguez [mailto:rosalinda_rod@yahoo.com]
> **Sent:** Monday, September 19, 2011 11:49 AM
> **To:** monica.badillo@co.hidalgo.tx.us
> **Cc:** soldejusticia@yahoo.com
> **Subject:** October is Domestic Violence Awareness Month

Hello Monica!

I am Rosalinda Rodriguez, the Community Education Coordinator at Mujeres Unidas.

I am hoping that you are still the person that can help me out with an Hidalgo County Proclamation against Domestic Violence and Pro-Healthy Families.

Please let me know what information I need to provide to you to complete the proclamation. Also, please let me know and the date and time of the proclamation.

Thank you,

Rosalinda Rodriguez, BSW

Community Education Coordinator

Mujeres Unidas

(956) 630-4878 Office

(956) 687-4715 Fax

E-mail reply.

From:	Patti Loya
To:	"Monica Badillo"
Cc:	jimmy.gonzalez@co.hidalgo.tx.us
Subject:	Requesting Permission to Post (2) Positions
Date:	Tuesday, September 27, 2011 4:02:22 PM
Attachments:	Document (5).pdf

Monica,

By October 11th, 2011, the Public Defender's Office will have two (2) vacant positions, as per the employee's letter of resignation. Although I am aware of the county's hiring freeze, I am hereby requesting approval from Mr. Valde Guerra, Commissioner's Court Executive Officer, to place on the Commissioner's Court Agenda permission to advertise/hire positions for the following:

1. Public Defender II
2. Administrative Assistant I

Attached please find the Change of Status for the two positions along with the Requisition Forms.

Should you have any questions regarding this request, please do not hesitate to contact me.

Thank you.

Patricia Loya, Administrative Asst. III
Hidalgo County Public Defender's Office
1615 S. Closner, Ste B
Edinburg, Texas 78539
(956)292-7040, Ext. 5433
(956)292-7049 (f)
patricia.loya@co.hidalgo.tx.us