AI-28917 **6. B.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Rick Sunday **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Facilities Management:
Approval to submit contractor application to Uniflex Fluid Applied Roof Systems in order for Facilities Management to be an authorized installer and service technician for warranty purposes of county-owned facilities

BACKGROUND

Attachments

application
email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2011 11:00 AM
Olga Garza	Olga Garza	10/03/2011 11:47 AM
Auditor's Office	Arcilia Duran	10/06/2011 05:37 PM
Purchasing Department	Marty Salazar	10/07/2011 11:35 AM

Form Started By: Monica Badillo Started On: 10/03/2011 10:45 AM

Final Approval Date: 10/07/2011

UNIFLEX®

CONTRACTOR APPLICATION

Company Name County of Hidalgo - Facilites Mgt. Dept.

Address 3100 So. Bus 281 **City** Edinburg **State** TX **Zip** 78540

Contact Rick Sunday, Daniel Flores, Sefe Garza **Phone** 956-289-7850 **e-mail** richard.sunday@co.hidalgo.tx.us daniel.flores@co.hidalgo.tx.us seferino.garza@co.hidalgo.tx.us

Warranty Contact Rick Sunday Daniel Flores Sefe Garza **Phone** 956-289-7850 **e-mail** richard.sunday@co.hidalgo.tx.us daniel.flores@co.hidalgo.tx.us seferino.garza@co.hidalgo.tx.us

** If multiple offices, please provide a list of locations and contact names.

1. Type Business: ☐ corporation ☐ limited liability company ☐ partnership ☐ sole proprietorship ☑ other (explain) County Government
2. Type of Labor: ☐ union ☑ non-union
3. How long has this ~~company~~ County been in ~~business~~ existence? ____ Yrs.
4. Annual sales: ~~☐ $1 million ☐ $1- $5 million ☐ $6- $10 million ☐ $11- $25 million ☐ $26 million~~ N/A - End User Not a Reseller
5. Insurance & Regulatory ***(Uniflex/KST Must be listed as a certificate holder)*

   Roofing License ☐ Y ☑ N States covered by license N/A License # ____

   **General Liability Insurance: (attach certificate) Does coverage include roofing? ☑ Y ☐ N

   **Workers Compensation coverage: (attach certificate) Does coverage include roofing? ☑ Y ☐ N
6. Years experience installing the following systems:

   Conventional BUR (hot/cold) 0 yrs Single-ply membranes 0 yrs Modified Bitumen 0 yrs

   Coatings 1 yrs Polyurethane Foam 0 yrs other ____ yrs (other type ____)
7. Do you own airless spray uipment? ☐ yes ☑ no If yes, make and model ____
8. What percentage of your ~~business~~ work is roof coating? 10 %
9. Annual Coating History: ____ squares UNIFLEX ____ squares Other
10. Check all types of roofs system that relates to your coating experience.

    Old Jury Roof, Hydro-Stop, 10.3K ft²
    Surplus Roof, Hydro-Stop, 2.4K ft²
    Atrium Roof, Uniflex, 1.2K ft²
    Total 13.9K ft²

    ☑ metal ☐ foam ☑ BUR ☑ modified bitumen ☐ single-ply ☐ other (specify) ____
11. List any Roofing Industry Affiliations: N/A
12. List any Roofing Industry Affiliations N/A
13. Roofing Manufactures which you are currently an approved installer:

    Quest Construction Products / Hydro-Stop Premium Roof Coating System

13. Roof Coating Project References - Attach a minimum of 2 job references- Include:
    - Facility Name, Address, Contact Information
    - Scope of Work, including sq.ft.
    - System Installed

31 Fac. Mgt. Personnel trained by John T. Hull of Uniflex on Thursday 26 May 2011 during the installation of Uniflex on the Atrium Roof of the Old Admin Bldg, 100 E. Cano, Edinburg, TX

Application Submitted by: ____ Title ____ Date 7/14/2011

Internal Use: Reviewed by: ____ Date: ____ Initial Status Level: insert Level District: ____

Return to: *John T Hull~ UNIFLEX* **Fluid Applied Roof Systems**

AI-29007 **6. C.**

CC REGULAR

Meeting Date: 10/11/2011

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	10/06/2011 08:11 AM
Erika Zamora	Erika Zamora	10/06/2011 01:27 PM
Auditor's Office	Arcilia Duran	10/06/2011 02:09 PM
Purchasing Department	Marty Salazar	10/07/2011 11:37 AM

Form Started By: Monica Badillo Started On: 10/05/2011

Final Approval Date: 10/07/2011

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-29028 **6. D.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Public Affairs **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Proclamation naming October 2011 as "Breast Cancer Awareness" Month in Hidalgo County

BACKGROUND

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/06/2011 02:45 PM
Purchasing Department	Angela Garcia	10/07/2011 04:50 PM

Form Started By: Monica Badillo Started On: 10/06/2011 02:31 PM

Final Approval Date: 10/07/2011

PROCLAMATION RECOGNIZING THE MONTH OF OCTOBER 2011 AS "BREAST CANCER AWARENESS MONTH"

WHEREAS, the citizens of Hidalgo County value the benefits of good health as the key component of a long, productive and fulfilling life and proudly support observances that focus public attention on crucial health issues, such as Breast Cancer Awareness Month; and

WHEREAS, one of the most urgent health concerns facing women, breast cancer is the most prevalent form of non-skin cancer affecting women today; in 2010, approximately 1.6 million women were diagnosed with breast cancer; and

WHEREAS, while there are factors known to increase a woman's risk of developing breast cancer, nearly 80 percent of women diagnosed do not exhibit any of the determinant factors; medical experts stress the importance of early screening and recommend that all women 40 years of age and above have a mammogram and clinical breast examination, as early detection of signs and symptoms of breast cancer can increase the survival rate by nearly 95 percent; and

WHEREAS, continued progress in the battle against breast cancer demands widespread public support for innovative programs, scientific research and education; all educators, service providers, researchers and advocacy groups are urged to work together to develop ways to educate more women about breast cancer and to ensure that all women in South Texas have access to appropriate breast cancer screening services; and

WHEREAS, during this month-long observance, all Valley residents are encouraged to join in related activities and initiatives that help raise support and awareness of this serious health concern, which has claimed too many lives over the years; moreover, people everywhere are called upon to raise their awareness of breast cancer and contribute to the global fight against this devastating disease;

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby proclaims the month of October 2011 as BREAST CANCER AWARENESS MONTH in Hidalgo County.

Dated this 11th 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-29039 **6. E.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Facilities Management:
Requesting permission to advertise/hire for the following vacant positions:
1. Carpenter I
2. Welder II

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Carpenter I - Requisition & Job Description

Welder II - Requisition & Job Description

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/07/2011 01:52 PM
Sylvia Solis	Sylvia Solis	10/07/2011 04:07 PM
Purchasing Department	Angela Garcia	10/07/2011 04:50 PM

Form Started By: Monica Badillo Started On: 10/07/2011 01:50 PM

Final Approval Date: 10/07/2011

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Facilities Management

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☐ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Carpenter I

☐ NEW POSITION OR REPLACEMENT FOR: Sergio E. Saldana EMPLOYEE NO 170944

DEPT NO 220 POSITION/SLOT NO 001-049

ADVERTISED SALARY: 20,570.00 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: See Attach

WORK LOCATION / HOURS: 3100 S. Bus. 281 Edg. Tx. 78539
Mon-Fri 8:00-5:00 p.m.

CONTACT PERSON: Rick Sandoval EXTENSION / PHONE NO: 289-1858

_____ _____
Department Head or Elected Official Date

FUNDS AVAILABLE: YES ✓ NO ___ DATE OF FUND AVAILABILITY: 10/7/11

BUDGETED SALARY, GRADE & STEP: Grade 3 Step 0

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

CARPENTER I

GRADE: 03

GENERAL DESCRIPTION

Performs entry-level food carpentry work; under general supervision, will perform skilled maintenance carpentry work at county facilities.

EXAMPLES OF WORK PERFORMED

Operates various power saws, drills, buffers, grinders, sanders, etc

Fabricates wooden accessories, cabinets, tables, shelves, display cases, frames, moldings, railings, etc

Hang sheetrock, tape and float, textured sheet rock

Repair and replace door locks and knobs

Replace glass on doors and windows

Operates wood working machines, shaper, jointer, router, planer

Uses measuring tapes, transits, levels

Operate pneumatic nail guns and staplers, etc

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years experience as a journeyman carpenter. Graduation from a standard senior high school or equivalent is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of materials, equipment, and procedures used in carpentry

Knowledge of applicable building codes

Ability to estimate costs, time, and materials need for projects

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

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Facilities Management

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☐ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Welder II

☐ NEW POSITION OR REPLACEMENT FOR: Janice Adams EMPLOYEE NO 099562

DEPT NO 220 POSITION/SLOT NO 001-078

ADVERTISED SALARY: 25,912 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: See Attach

WORK LOCATION / HOURS: 3100 S. Bus. 281 Edg. Tx. 78539

CONTACT PERSON: Rick Gulley EXTENSION / PHONE NO: 289-7858

_____ _____

Department Head or Elected Official Date

FUNDS AVAILABLE: YES ✓ NO ____ DATE OF FUND AVAILABILITY: 10/6/14

BUDGETED SALARY, GRADE & STEP: Grade 6 Step 0

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

WELDER II

GRADE: 06

GENERAL DESCRIPTION

Under the direct supervision of the General Foreman and Assistant Projects Manager, individual will perform a majority of the welding and fabrication tasks.

EXAMPLES OF WORK PERFORMED

Weld fabricates and assembles parts and equipment for hidalgo county automotive, heavy equipment and minor structures.

Modify and repair body and parts.

Weld, braise, solder and cut steel, stainless and aluminum metal by torch and large portable welder.

Maintain and repair shop equipment.

May be required to work at different job sites through out the hidalgo county jurisdiction.

Read, interpret and work from plans, drawings and specifications.

Capable of estimating time and material needs, determine when repair is not economically practical, and perform routine arithmetic computations.

Ability to read and interpret instructions, diagrams, sketches, blueprints, and manufacturers manuals.

Receive general supervision from assigned supervisor.

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

High school diploma or general education degree (GED)

Must be able to read and write in English

Knowledge, Skills, and Abilities

Individuals must posses knowledge of methods, materials, equipment and tools used in all types welding.

Operate internal combustion engine and hydraulic equipment

Work independently in the absence of a supervisor

Understand and follow oral or written directions.

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 high.

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

AI-29040 **6. F.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and approval of Uniform Policy

BACKGROUND

Attachments

policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/07/2011 02:57 PM
Purchasing Department	Angela Garcia	10/07/2011 04:50 PM

Form Started By: Monica Badillo Started On: 10/07/2011 02:53 PM

Final Approval Date: 10/07/2011

1. POLICY TITLE Uniform Policy

2. POLICY STATEMENT

It is the policy of the county that certain positions, as designated by each Elected Official or County Executive Officer for general fund departments, may be required to wear a uniform while on the job.

3. PURPOSE

The purpose of this policy shall be to maximize safe working conditions, reflect good appearance and to provide ease of recognition, and/or identification of designated employees by the public. This policy is necessary in order to help determine whether all or any part of the uniform expenditures will be considered a taxable fringe benefit to the employee.

Uniforms are excluded from wages of an employee if they are:

- Specifically required as a condition of employment, and
- Are not worn or adaptable to general usage as ordinary clothing.

4. GENERAL GUIDELINES

A. Each Department Director will identify the positions within their respective department for which the wearing of a uniform is required. Department Directors should ensure that uniforms are absolutely necessary.

B. Employees filling positions designated as requiring the wearing of a uniform must wear issued uniforms on the job on a daily basis once the employee receives his/her supply of uniforms.

C. Each department requiring employees to wear uniforms must include funds for new issues and replacement of uniforms in their respective department annual budget.

D. The purchasing of uniforms may be used in lieu of the rental of uniforms when considered more economical by the Elected Official or the County Executive Officer for General Fund Departments.

5. UNIFORM ISSUANCE

A. When an employee is assigned to a position which has been designated as requiring a uniform, the employee's Department Director will authorize the issuance of uniforms. The employee must sign for all issued uniforms.

B. The Department Director will determine the number of uniforms to be issued commensurate with the employee's expected field time, not to exceed six sets of uniforms.

6. APPEARANCE IN UNIFORM

A. Personnel shall maintain a neat and professional appearance while in uniform that shall be representative of the County of Hidalgo.

B. When the uniform is worn, the wearer shall maintain a neat, tidy appearance at all times, avoiding soiled or wrinkled uniforms.

C. Employees should keep their hair, beards, mustaches, or sideburns, clean, neatly combed or brushed and should not appear ragged or unkempt.

7. APPROPRIATE ATTIRE FOR NON-UNIFORMED AND UNIFORMED PERSONNEL

A. Non-Uniformed Employees wearing civilian attire will wear clothing that is acceptable for an office setting and keeping with other County Offices and Departments.

B. Non-Uniformed and Uniformed Employees will ensure that their clothing is cleaned, free of stains, tears and holes.

C. Non-Uniformed and Uniformed Employees authorized to wear jeans shall not wear jeans faded out, spotted with bleach or worn to the point that the cuffs are frayed or cut. The jeans cannot have holes in them.

E. All button down shirts or blouses will be worn tucked in the pant line. The only exception is for women's blouses that are designed to be worn un-tucked. Examples of this type of blouse are those made with straight hem.

8. CASUAL ATTIRE

A. On Fridays, or the last day of the workweek, Non-Uniformed Employees are allowed to wear jeans. Designed Uniformed employees shall not observe this practice unless authorized by the Department Director. Clothes should be neat, clean, and without holes or ragged edges.

B. Attire that is considered inappropriate includes but is not limited to: shorts, low cut shirts/blouses, ratty jeans, T-shirts, athletic shoes, thong sandals, and any attire that exposes the midriff or undergarment, and any other attire that the supervisor deems inappropriate.

C. Employees should keep their hair, beards, mustaches, or sideburns, clean, neatly combed or brushed and should not appear ragged or unkempt.

9. UNACCEPTABLE CASUAL ATTIRE

A. Regardless of gender, it is not appropriate to wear your favorite old t-shirt, ripped jeans and sneakers. Keep in mind the "business" part of the business casual, and leave your old comfortable clothes at home.

B. Pull over's can be worn but must have collar and top buttons (polo style). All pull over's will be worn tucked in the pant line. Henley style (collarless with buttons) pull over's are not acceptable. Pull over shirts cannot be heavily designed with patterns.

C. Hawaiian shirts or similar heavily patterned shirts are not acceptable wear for the office.

D. Revealing clothing, transparent materials, micro-mini skirts, and or shorts prohibited.

E. If you are assigned to go to a class, seminar or training and

F. you are being paid to attend, you are expected to adhere to this dress policy.

11. CARE AND MAINTENANCE OF UNIFORMS

A. Employees are personally responsible for the proper care, cleaning, alterations and repair of uniforms issued to them.

B. If uniform item(s) becomes unserviceable the employee must launder the item and request a replacement.

C. If an employee loses a uniform item, the employee will be charged the current cost for the item for a replacement.

10. IMPROPER UNIFORM WEAR PROHIBITED

A. Personnel issued a uniform will not wear the uniform or any portion thereof while off-duty, to any political gathering, or any other public or private gathering or to any business, or location that may be deemed as inappropriate unless their presence is of an official nature.

12. TERMINATION OF EMPLOYMENT

A. When an employee terminates with the County or is transferred into a position of which wearing a uniform is not required, the employee must return all uniform items

to their immediate supervisor no later than the date of termination or reassignment. All returned items must be laundered and in good condition.

B. If the employee fails to return any uniform items the cost of the unreturned item(s) will be deducted from the employee's final payment.

13. POLICY VIOLATION AND REVISION

A. An employee who does not wear the uniform specified, without a reason acceptable to the immediate supervisor, will be subject to disciplinary action, up to and including termination of employment.

B. Employees may not wear county uniforms in any capacity other than when they are performing official business for the county.

C. Failure to comply with the guidelines established in this policy may lead to disciplinary action up to an including termination of employment.

AI-28995 **7. A.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Sergio Cruz Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

County Court At Law No. 7 (1100):
1. Approval to create one (1) Judge Court-At-Law position, slot no. 0001, set salary at $142,915.00.
2. Approval to authorize auto allowance in the amount of $8,000.00 for the Judge Court At Law position, slot no. 0001.
3. Approval to authorize interpreter pay allowance in the amount of $3,300.00 for one (1) Bailiff/ Interpreter position, slot no. 0005.
4. Approval of interdepartmental transfer.
5. Approval of revised salary schedule.

BACKGROUND

“Commissioners Court approved the appointment of the Judge for County Court at Law #7 on 09/27/2011 (AI-28786). This is a statutory created/appointed position.”

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-002-0-890

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

BUDGETARY IMPACT:

Funds for prorated salary, interpreter pay, auto allowance and related fringe benefit expenditures available from Co. Wide Adm - Other, pending approval of interdepartmental transfer.

Attachments

fiscal note, salary schedule and transfer

job description- bailiff/ interpreter

PARS

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	10/07/2011 10:54 AM
Budget & Management	Merlen P. Munoz	10/07/2011 11:03 AM
Rosalinda Cantu	Rosie Cantu	10/07/2011 02:33 PM
Auditor's Office	Angela Garcia	10/07/2011 04:50 PM

Form Started By: Sylvia Solis Started On: 10/05/2011

Final Approval Date: 10/07/2011

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 11, 2011 **Agenda Item:** 28995

Summary of request/proposal:

COUNTY COURT AT LAW NO. 7 (1100):

1. **Approval to create one (1) Judge Court-At-Law position, slot no. 0001, set salary at $142,915.00.**
2. **Approval to authorize auto allowance in the amount of $8,000.00 for Judge Court-At-Law position, slot no. 0001.**
3. **Approval to authorize interpreter pay allowance in the amount of $3,300.00 for one (1) Bailiff/ Interpreter position, slot no. 0005.**

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	JUDGE COURT AT LAW	0001	111	0.00	142,915.00	142,915.00
1100	JUDGE COURT AT LAW (AUTO ALLOWANCE)	0001	118	0.00	8,000.00	8,000.00
1100	BAILIFF/ INTERPRETER	0005	116	0.00	3,300.00	3,300.00
				0.00	154,215.00	154,215.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-412-00-027-001-0- 113	CCL #7 -	OFFICIALS	$37,927.44
1-1100-412-00-027-001-0- 116	CCL #7 -	INTERPRETER PAY	$875.77
1-1100-412-00-027-001-0- 118	CCL #7 -	AUTO ALLOWANCE	$2,123.08
1-1100-412-00-027-001-0- 211	CCL #7 -	HEALTH INSURANCE	$955.38
1-1100-412-00-027-001-0- 212	CCL #7 -	LIFE INSURANCE	$7.17
1-1100-412-00-027-001-0- 220	CCL #7 -	FICA	$3,130.86
1-1100-412-00-027-001-0- 230	CCL #7 -	RETIREMENT	$3,928.92
1-1100-412-00-027-001-0- 250	CCL #7 -	UNEMPLOYMENT COMP	$14.99
1-1100-412-00-027-001-0- 260	CCL #7 -	WORKER'S COMP	$0.00
		2011 Budgetary Impact	$48,963.61

2012 Budgetary Impact: $185,215.17

Possible Funding Sources: CO WIDE ADM - OTHER (OBJECT CODE 890)
(PENDING APPROVAL OF INTERDEPARTMENTAL TRANSFER)

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: October 5, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for County Court At Law No. 7

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
1-1100-415-00-115-002-0-	890	CO WIDE ADM -	OTHER	(64,963.61)
TO				
1-1100-412-00-027-001-0-	111	COUNTY COURT AT LAW #7 -	OFFICIALS	37,927.44
1-1100-412-00-027-001-0-	116	COUNTY COURT AT LAW #7 -	INTERPRETER PAY	875.77
1-1100-412-00-027-001-0-	118	COUNTY COURT AT LAW #7 -	AUTO ALLOWANCE	2,123.08
1-1100-412-00-027-001-0-	211	COUNTY COURT AT LAW #7 -	HEALTH INSURANCE	955.38
1-1100-412-00-027-001-0-	212	COUNTY COURT AT LAW #7 -	LIFE INSURANCE	7.17
1-1100-412-00-027-001-0-	220	COUNTY COURT AT LAW #7 -	FICA	3,130.86
1-1100-412-00-027-001-0-	230	COUNTY COURT AT LAW #7 -	RETIREMENT	3,928.92
1-1100-412-00-027-001-0-	250	COUNTY COURT AT LAW #7 -	UNEMPLOYMENT COMP	14.99
1-1100-412-00-027-001-0-	743	COUNTY COURT AT LAW #7 -	OFFICE FURNITURE & EQUIPMENT	8,000.00
1-1100-412-00-027-001-0-	745	COUNTY COURT AT LAW #7 -	COMPUTER EQUIPMENT	8,000.00
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund the prorated salary, auto allowance and related fringe benefit expenditures for the creation of one (1) Judge Court At Law position, slot no. 0001; prorated interpreter pay and related fringe benefit expenditures for the creation of one (1) Bailiff/ Interpreter position, slot no. 0005; and to fund furniture and computer expenditures.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-412-00-027-001-0

AI - 28995

COUNTY COURT AT LAW NO. 7

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		CREATE THE FOLLOWING:												8,000.00		
0001	111	JUDGE COURT-AT-LAW	0.00	142,915.00	142,915.00	0	0.00	0.00	142,915.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0002	113	COURT REPORTER	0.00	73,000.00	73,000.00	0	0.00	0.00	73,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0003	113	COURT COORDINATOR	0.00	55,000.00	55,000.00	0	0.00	0.00	55,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0004	113	ASSISTANT COURT COORDINATOR	0.00	45,000.00	45,000.00	0	0.00	0.00	45,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
												3,300.00				
0005	113	BAILIFF/INTERPRETER	0.00	41,000.00	41,000.00	0	0.00	0.00	41,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	356,915.00	356,915.00		0.00	0.00	356,915.00	0.00	0.00	3,300.00	0.00	0.00	0.00	0.00

1. Approval to create one (1) Judge Court-At-Law position, slot no. 0001, set salary at $142,915.00.
2. Approval to authorize auto allowance in the amount of $8,000.00 for Judge Court-At-Law position, slot no. 0001.
3. Approval to authorize interpreter pay allowance in the amount of $3,300.00 for one (1) Bailiff/ Interpreter position, slot no. 0005.

Personnel actions pending CC approval.

HIDALGO COUNTY
COURT AT LAW

Job Title:	**Bailiff/Interpreter**	**FLSA Status:**	**Non-Exempt**
Dept. No:	**021-025**	**Civil Service Status:**	**Exempt**

SUMMARY:
Assists the judge I administering courtroom procedure, provides information upon request about scheduled court proceedings and maintains order and safety within the courtroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Supplies copies of jury lists and other resources to judge
- Instructs spectators, prospective jurors and jurors regarding their conduct in the courtroom
- Calls cases to be tried and witnesses to the stand
- Escorts jurors to and from the jury box and insures that all parties and counsels involved in a case are present before the proceedings begin
- Escorts persons found in contempt of court from the courtroom and holds them in custody until picked up by a deputy sheriff
- Completes and reviews various court-related forms, assuring that the documents are complete, i.e. dates filled in, all necessary signatures obtained in appropriate places
- Assists the judge in maintaining order in the courtroom
- May transport prisoners to and from the courtroom
- Assures that the courtroom is open and prepared for court sessions
- May conduct appropriate follow-up activities with defendants, include taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail
- May perform security watch of prisoner(s) within the courtroom
- Provides jurors with certification of service
- Attends to the needs of jurors during deliberations
- Meets with other bailiffs periodically regarding courthouse safety and security
- Attends continuing education for re-certification
- Serves as interpreter for all criminal and civil cases before the court
- Performs other duties as assigned

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of

the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION AND EXPERIENCE:
- Bachelors Degree in Criminal Justice
- Experience in Paralegal
- Experience as Probation Officer
- Must be bilingual

CERTIFICATES, LICENSES, REGISTRATIONS:
- Certified in Trail Court Coordination
- Certified In Trail Court Management
- Certified In Trail Court Administration
- Hand Gun Training Certificate

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

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

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to finger, 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 50 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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
- maintaining confidentiality
- 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
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: COUNTY COURT AT LAW NO. 7 (027-001) DATE: 09/30/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0005

REQUESTED POSITION TITLE: BAILIFF/ INTERPRETER

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other AUTHORIZE INTERPRETER PAY

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 3,300.00 (Proposed Budgeted Salary) $ 3,300.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other CO. WIDE ADM. - CONTINGENCY

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)

BAILIFF/INTERPRETER POSITION CREATED FOR NEW COUNTY COURT AT LAW NO 7 WILL REQUIRE INTERPRETING SERVICES.

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 10/7/2011	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 10/6/2011	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/06/2011	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE 10/7/2011			

AI-29044 **8. A.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to appoint member for Tobacco Settlement Permanent Trust Account Administration Advisory Committee 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	10/07/2011 04:46 PM
Purchasing Department	Angela Garcia	10/07/2011 04:50 PM

Form Started By: Monica Badillo Started On: 10/07/2011

Final Approval Date: 10/07/2011

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-29009 **9. A.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

TITLE IV-E:
1. Approval of the State of Texas Title IV-E County Legal Services Contract - Contract # 23941008
2. Approval of the State of Texas Title IV-E Child Welfare Services Contract - Contract # 23941009
3. Approval for County Judge to sign the required documents.

BACKGROUND

State reimburses the county for the legal services that the District Attorney's Office provides on Title IV-E (CPS) cases.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

(1-1100-334-00-360-001-0-000 & 1-1100-334-00-080-001-0-000)
The County matches 100% of all costs related to Title IV E County Child Welfare Services. However, the Texas Department of Family and Protective Services will reimburse the county for part of the expenses when the county handles Title IV E cases. Actual reimbursement will be based on Eligible Population Rate (EPR) in effect for the county during the month in which expenses are incurred. The reimbursement is then receipted in a General Fund Revenue account (Acct #1-1100-334-00-360-001-0-000).

Attachments

DAtitleIVE02
DAtitleIVE01
TitleIVE03
DAtitleIVE04
DAtitleIVE05

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/06/2011 08:12 AM
Sylvia Solis	Sylvia Solis	10/06/2011 09:02 AM
Purchasing Department	Angela Garcia	10/07/2011 04:50 PM

Form Started By: Roy Cazares Started On: 10/05/2011 04:55 PM

Final Approval Date: 10/07/2011

State of Texas Title IV-E County Legal Services Contract

Contract #23941008

THIS INTERLOCAL COOPERATION CONTRACT (Contract) is entered into by and between the Texas Department of Family and Protective Services (DFPS or the Department) and Hidalgo (County), pursuant to the authority granted and incompliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

SECTION I. STATEMENT OF SERVICES TO BE PERFORMED

A. Statement of Need

DFPS is the single state agency responsible for the administration of Title IV-E of the Social Security Act related to Child Welfare Services and the Federal Payments for Foster Care, Extended Foster Care and Adoption Assistance.

In accordance with Government Code Section 40.0566, County Outreach Program, DFPS and the County desire to enter into this Contract to provide a mechanism to allow counties providing Title IV-E allowable services the opportunity to obtain federal funding. DFPS will make IV-E funds available to counties to increase the amount of legal staff and services available to process child welfare cases. "Legal services" are activities performed by attorneys, paralegals, investigators, and clerical or other legal support staff on behalf of the county, in accordance with professional legal judgment, pertaining to children who have been abused or neglected or placed in out-of-home care or children at risk of placement in out-of-home care, including pursuing terminations of parental rights and otherwise assisting children in achieving permanence. Under this Contract, allowable services include the following as described herein and as qualified in 5000 Section of the Texas Department of Family and Protective Services Title IV-E Finance Handbook (Handbook), as currently in effect and as subsequently modified. The Handbook is incorporated herein by this reference:

1. Costs directly related to the administration of the foster care program and extended foster care are deemed allowable if they are necessary and reasonable, incurred while providing proper and efficient services to Title IV-E eligible children, and are in accordance with OMB A-87, 45 CFR §95.507, and 45 CFR §1356.60(c).

2. Training Expenditures for Title IV-E training costs associated with attending or participating in IV-E approved training.

B. Statement of Work

1. County's Responsibilities:

a. The County will assist the Department in providing fair, adequate and expeditious judicial determinations regarding children eligible for services under Subtitle IV-E of the Social Security Act. Such services will be in accordance with the attached Cost Allocation Plan and with Subtitle IV-E of the Social Security Act. The County will ensure the provision of allowable Title IV-E Services to children referred by DFPS in accordance with the Handbook;

b. The County will comply with the following requirements:

(i) Assist DFPS in identifying and meeting the needs of the children in the County who are referred by DFPS;

(ii) Develop an estimated annual budget for the operations of child welfare services and recommend an estimated budget to the Commissioners' Court and appear in support of same at budget hearings;

(iii) Authorize the expenditure of County funds and other special funds on behalf of the children in the County referred by DFPS and;

(iv) Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month.

c. The County will provide the money required as match for federal funds under this Contract. In addition, the County will ensure that none of the money used as match will be federal dollars, either directly or indirectly. Furthermore, the County certifies that the money used as match has not been used to secure any other federal matching funds.

d. The County will certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Billings) are allowable expenditures under Title IV-E. The County will be financially liable to DFPS for any and all audit exceptions identified for unallowable costs reported to DFPS in the County's Billings.

e. The County will participate in DFPS' financial and statistical reporting systems.

f. Health and Safety

(i) To the extent permitted by law, the County will verify and disclose, or cause its employees and volunteers (including Child Welfare Board Members) to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code. This verification and disclosure will be required of child welfare board members and of all who have direct contact with children referred by DFPS;

(ii) The County will prevent or promptly remove any employee or volunteer (including Child Welfare Board members) from direct child contact and/or from access to child records who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense described in subsection (i), above; and

(iii) The County will promptly report any suspected case of abuse, neglect, or exploitation to DFPS as required by Chapter 261, Texas Family Code. All reports must be made within 24 hours of the discovery of the abuse or neglect. The County may report this information to DFPS' Statewide Intake at 1-800-252-5400.

g. Confidentiality

(i) All information obtained, learned, developed, or filed by the County in connection with the Services provided under this Contract, including data contained in official Department files or records, will be held confidential by the County in accordance with applicable Federal and State laws, rules, and regulations. The County will not disclose confidential information to any person, organization, agency, or other entity except as authorized or required by law. The County will immediately notify the Department of all requests for information deemed confidential under this Contract. In the event the County is required by law to release confidential information, the County will notify the Department in writing, prior to releasing confidential information.

(ii) Nothing in this Section will be deemed to preclude, prevent, or prohibit access to confidential information by the Department or Department designees.

(iii) The provisions of this Section will remain in full force and effect following termination of, or cessation of the Services required by this Contract.

h. The County will adhere to all the legal, programmatic, and administrative requirements identified in Section 2000 of the Handbook related to the Services to be provided under this Contract.

i. The County will maintain financial, programmatic, and supporting documents developed under this Contract for a minimum of five years after the termination of the contract period. Contract period means the effective dates of the Contract as described in Section III, below; renewals are considered to be separate contract periods.

j. The County will submit Service delivery reports required by DFPS or self-evaluations of performance and other reports requested by DFPS in an appropriate format and on a timely basis; and to the extent permitted or required by law, make available at reasonable times and for reasonable periods, children's records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by DFPS, the U.S. Department of Health and Human Services, or their authorized representatives.

k. The County will allow DFPS and its representatives to monitor, audit, evaluate and otherwise review the Services provided under the Contract. In addition, the County will ensure that DFPS has access to all documentation and information related to the Services provided under this Contract.

l. The County will not use any funding received under this Contract to influence the outcome of elections or the passage or defeat of any legislative measures.

m. Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq*.);

(ii) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);

(iii) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq*.);

(iv) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

(v) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);

(vi) Food Stamp Act of 1977 (7 U.S.C. §200 *et seq*.); and

(vii) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

1) Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

2) Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or

have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

3) Contractor agrees to comply with Executive Order 13279, and it's implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

4) Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.

5) Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

n. Contractor agrees to comply with the Fair Labor Standards Act (FLSA) (29 U.S.C. §201 *et seq*.) regarding minimum wages, overtime pay, recordkeeping, and child labor.

o. FFATA Reporting. County must report to DFPS the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in q. if County is a recipient of a federal sub-award. No direct payment will be made to County for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements in q. are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically incorporated into this Contract and shall become part of County's obligations under this Contract. DFPS may provide written notice to County of any such change in accordance with this Contract, but such notice will not be a condition precedent to County's duty to comply with revised OMB reporting requirements.

p. Sub-Award Reporting. If County is a recipient of a federal sub-award, County will report to DFPS as set forth below unless otherwise exempted. All required information must be made publicly available according to federal law.

i. Sub-award Information. A federal sub-award recipient will provide the following information to DFPS according to the timeframes communicated by the Department but no later than the end of the month following the month of award of a contract with a value of $25,000 or more, (and any modifications to these contracts that change previously reported data):
   a. Unique identifier (DUNS Number) for the Contractor receiving the award and for the Contractor's parent company, if the Contractor has a parent company.
   b. Name of the Contractor.
   c. Contractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
   d. Contractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

q. Officers' Total Compensation (Top 5). According to the timeframes communicated by the Department but no later than the end of the month following the month of a contract award, and annually thereafter, the County will report the names and total compensation of each of the five most highly compensated executives for the County's preceding completed fiscal year if—
   i. In the County's preceding fiscal year, the County received—
      a. 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
      b. $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
      c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

r. CERTIFICATIONS. The certifications enumerated below represent material facts upon which DFPS relies when contracting. Both parties further agrees that each will provide immediate written notice to the other if at any time either party learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. Both parties acknowledge their continuing obligation to comply with the requirements of the following certifications:
   i. Certification Regarding Lobbying. State and federal law place restrictions on the use of state and federal funds in regard to lobbying. Both parties certify, to the best of their knowledge and belief, that:
      a. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of either party, to any person for influencing or attempting to influence an officer or employee of an 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 this federal contract, grant,

loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

c. Both parties will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.

d. Payments of appropriated or other funds to each party under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

ii. Suspension, Ineligibility, and Voluntary Exclusion. In accordance with Executive Orders 12549 and 12689 regarding federal regulations on debarment, suspension, ineligibility, and voluntary exclusion, both parties certify the following:

a. That each party is, to the best of its knowledge and belief, not debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.

b. That each party will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DFPS or the U.S. Department of Health and Human Services.

c. That each party will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts.

iii. Drug-Free Workplace Certification. Each party certifies that it will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about—

i. The dangers of drug abuse in the workplace;

ii. The grantee's policy of maintaining a drug-free workplace;

iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph t.iii.a..;

d. Notifying the employee in the statement required by paragraph r.iii.a. that, as a condition of employment under the grant, the employee will—

i. Abide by the terms of the statement; and

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph r.iii.d.ii. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a

central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph r.iii.d.ii. with respect to any employee who is so convicted—

   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

   iii. Making a good faith effort to continue to maintain a drug-free workplace.

2. DFPS' Responsibilities:

   a. DFPS will provide the County with the child population rate each quarter; and

   b. DFPS will process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures identified on the 4116X, State of Texas Purchase Voucher in accordance with the terms of this Contract.

SECTION II. BASIS FOR CALCULATING PAYMENT OBLIGATIONS

A. Budget Documents:

1. The amount of the Title IV-E federally reimbursable portion of this Contract is based on the Budget Documents attached hereto as Exhibit "II" entitled Budget for Title IV-E County Contracts, Form 2030CLIVE, which includes Attachments "A" and "B" (Budget Documents). Exhibit "II" and its corresponding attachments are incorporated herein by this reference.

2. The Budget Documents should be amended for each fiscal year with the written agreement of the contract manager for DFPS. If the Contract is automatically renewed, and if the parties have not agreed to amended Budget Documents, the Budget Documents are also renewed without amendment but may be later amended by agreement of the County and DFPS.

3. If the County is going to include indirect costs as part of its Billings, the Contract will include by reference either (a) the County's approved Indirect Cost Agreement with the Federal Government; or (b) appropriate documentation certifying the County's official indirect cost rate.

B. This Contract is at all times contingent upon the availability and receipt of federal funds.

C. Billing Requirements:

1. The County will submit Billings in an accurate and timely manner for each quarter by the end of the following quarter. Billings must be submitted with all documentation necessary to support the expenditures contained in the Billings.

2. DFPS will notify the County within 30 days of Billings that are inadequately documented, appear to be unallowable in whole or in part, or are not in accordance with the Budget Documents for the Contract.

3. If the quarterly Billings for the County average or are expected to average less than $1,000 per quarter, the County may request, and the contract manager for DFPS may grant written permission to submit Billings on an annual basis with the Billing for each quarter submitted and documented separately but at the same time before the end of the first quarter of the following fiscal year.

4. Any Billing or amended Billing which is submitted to DFPS later than 7 quarters after the end of the quarter of the expense will not be processed by DFPS unless DFPS determines, in DFPS' sole discretion, that DFPS is able to submit the bill to the federal government for payment in a proper and timely fashion.

SECTION III. TERM OF CONTRACT

This Contract will be in force effective October 1, 2011 through September 30, 2012 and will automatically renew for one fiscal year at a time through September 30, 2018, unless terminated sooner.

SECTION IV. INCORPORATION BY REFERENCE. The following instruments are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s):

A. Cost Allocation Plan and supporting narrative, if applicable

B. Form 2031, Signature Authority Designation

C. Copy of approved Indirect Cost Agreement, if applicable

D. Form 4734, Federal Funding Accountability and Transparency Act (FFATA) Certifications

E. Other forms as needed

SECTION V. MODIFICATIONS

A. This Contract contains the entire understanding of the parties and supersedes all previous discussions, proposals, or agreements between DFPS and the County.

B. This Contract may be modified by executing a formal written amendment signed by both DFPS and the County.

SECTION VI. TERMINATION

A. If the County fails to provide services according to the terms of this Contract, DFPS may, upon written notice of default to the County, terminate all or any part of the Contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided under this Contract.

B. DFPS, based on information from monitoring or other verifiable sources, may terminate this Contract for cause or take other actions including, but not limited to:

1. Requiring the County to take specific corrective actions in order to remain in compliance with any contractual term,

2. Recouping payments made to the County or imposing administrative error sanctions based on audit findings of violations of Contract requirements, and

3. Suspending, placing into abeyance, or removing any contractual rights to include, but which are not limited to, withholding of payment.

C. This Contract may be terminated at any time by mutual consent. In addition, either party may consider the Contract to be canceled by giving thirty (30) days notice to the other party. This Contract will be terminated at the end of the thirty (30) day period. This Contract will otherwise terminate by the date specified pursuant to Section III, above.

SECTION VII. CERTIFICATIONS

By executing this Contract, the undersigned parties bind themselves to the faithful performance of this Contract and certify their authority to enter into this Contract.

Texas Department of Family and Protective Services	**Hidalgo County**
Signature	Signature
Printed Name: Georgina Morales	Printed Name: Ramon Garcia
Printed Title: Region 11 Regional Director	Printed Title: County Judge
Date	Date

Signature Authority Designation

All Contractors/Potential Contractors are required to fill out and submit this form.

Completion of this form designates signature authority for Contractor: Ramon Garcia, County Judge
The Contractor may attach a document or letter designating signature authority, including the signature authority's name and title, **or** verify that the signature below is the only signature authority designated for contracting with DFPS.

☐ Document attached (e.g., from the contractor's governing body)

☒ Signature used below is the signature authority for the Contractor

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the attached document or signature below is a complete, true, and correct representation of signature authority.

Ramon Garcia	
Printed Name	Signature of Authorized Representative
County Judge	10/11/2011
Title of Authorized Representative	Date
Hidalgo County	23941008 & 23941009
Legal Name of Contractor/Potential Contractor	Contract or Procurement Number

The Designated Signature Authority, as referenced above, must authorize in writing the delegation of signature authorities to any additional person(s) to approve and sign contract documents. The Contractor must use the supplied attachment(s) provided by DFPS to capture further delegation information. Both the printed name and signature is required for each authorized individual.

DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
Additional Authorized Signature Designation

Contractor's Name & Mailing Address: Date: _____

Program Name & Contract Number:

Designation of Contract Signatories

The agency's contract signatory, as referenced on the Signature Authority Designation (form 2031), for the above listed program contract has authorized the following person(s) listed below to approve and sign on the contract functions as indicated. Please note that *both* the printed name and signature is required for each authorized individual.

Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature

Certification of Designation

I certify that the person(s) indicated above are designated as "Authorized Official(s)" for the purpose stated and that the signatures are valid. I further understand that it is my responsibility to immediately notify the Division of Regional CPS Contracts in writing of any changes to the above list.

Printed or Typed Name & Title of Contract Signatory

Signature

Contract #23941009

THIS INTERLOCAL COOPERATION CONTRACT (Contract) is entered into by and between the Texas Department of Family and Protective Services (DFPS or Department) and Hidalgo (County), pursuant to the authority granted and incompliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

SECTION I. STATEMENT OF SERVICES TO BE PERFORMED

A. Statement of Need

DFPS is the single state agency responsible for the administration of Title IV-E of the Social Security Act related to Child Welfare Services and the Federal Payments for Foster Care and Adoption Assistance.

In accordance with Government Code Section 40.0566, County Outreach Program, DFPS and the County desire to enter into this Contract to provide a mechanism to allow counties providing Title IV-E allowable services the opportunity to obtain federal funding. Under this Contract, allowable services (Services) include the following as described herein and as qualified in 4000 Section of the Texas Department of Family and Protective Services Title IV-E Finance Handbook (Handbook), as currently in effect and as subsequently modified. The Handbook is incorporated herein by this reference:

1. Foster Care Maintenance Payments which are defined in Section 475(4), Social Security Act, as "payments to cover the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to a child and reasonable travel to the child's home for visitation. In the case of institutional care, such term will include the reasonable costs of administration and operation of such institution as are necessarily required to provide the items described in the preceding sentence;"

2. Administrative Expenditures necessary for the proper and efficient administration of DFPS' Title IV-E State Plan as described in this Contract and as further described in 45 CFR 1356.60; and

3. Training Expenditures for:
   (i) the short term training of personnel employed or preparing for employment with DFPS or by the County administering portions of the Title IV-E State Plan described in this Contract; and/or
   (ii) short-term training of current or prospective foster parents and the members of the staff of DFPS-licensed or DFPS-approved childcare institutions providing care to foster children so as to increase their abilities to provide support and assistance to foster children.

The County will ensure the establishment and maintenance of a Child Welfare Board within the County to, in accordance with Section 264.005, Texas Family Code, provide coordinated state and local public welfare services for children and their families. In addition, the establishment of the Child Welfare Board will serve to coordinate the use of federal, state, and local funds for the Services.

B. Statement of Work

1. County's Responsibilities:

a. The County will ensure the provision of allowable Title IV-E Services to children referred by DFPS in accordance with the Handbook;

b. The County will establish and maintain a Child Welfare Board in accordance with Section 264.005, Texas Family Code. The members of the Child Welfare Board will serve a three year term on a rotating basis. Initially, the members will be designated to serve the following terms: 1/3 of the members appointed to three year terms; 1/3 of the members to a two year term; and 1/3 of the members to a one year term. In successive years, from two to five new members will be appointed.

c. The County will ensure that the Child Welfare Board complies with the following requirements:

   (i) Assist DFPS in identifying and meeting the needs of the children in the County who are referred by DFPS;
   (ii) Serve in an advisory capacity to the County in the development of local policy to meet the needs of the children in the County referred by DFPS;
   (iii) Develop an estimated annual budget for the operations of child welfare services and recommend an estimated budget to the Commissioners' Court and appear in support of same at budget hearings;
   (iv) Authorize the expenditure of County funds and other special funds on behalf of the children in the County referred by DFPS;
   (v) Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month; and
   (vi) Prescribe such bylaws, not inconsistent with the terms of this Contract and applicable State laws, as may be necessary or desirable to ensure the efficient operation of the Child Welfare Board. Such bylaws will be approved by written order of the Commissioners' Court.

d. The County will provide the money required as match for federal funds under this Contract. In addition, the County will ensure that none of the money used as match will be federal dollars, either directly or indirectly. Furthermore, the County certifies that the money used as match has not been used to secure any other federal matching funds.

e. The County will certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Billings) are allowable expenditures under Title IV-E. The County will be financially liable to DFPS for any and all audit exceptions identified for unallowable costs reported to DFPS in the County's Billings.

f. The County acknowledges that a portion of the children referred by DFPS will be ineligible for Title IV-E for purposes of reimbursement under this Contract. To ensure the intent of Section 264.102, Texas Family Code is adhered to, the County will continue, and will allow the Child Welfare Board to continue, to provide child welfare services to this population of children.

g. The County will participate in DFPS' financial and statistical reporting systems.

h. Health and Safety

(i) To the extent permitted by law, the County will verify and disclose, or cause its employees and volunteers (including Child Welfare Board Members) to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code. This verification and disclosure will be required of child welfare board members and of all who have direct contact with children referred by DFPS;

(ii) The County will prevent or promptly remove any employee or volunteer (including Child Welfare Board members) from direct child contact and/or from access to child records who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense described in subsection (i), above; and

(iii) The County will promptly report any suspected case of abuse, neglect, or exploitation to DFPS as required by Chapter 261, Texas Family Code. All reports must be made within 24 hours of the discovery of the abuse or neglect. The County may report this information to DFPS' Statewide Intake at 1-800-252-5400.

i. Confidentiality

(i) All information obtained, learned, developed, or filed by the County in connection with the Services provided under this Contract, including data contained in official Department files or records, will be held confidential by the County in accordance with applicable Federal and State laws, rules, and regulations. The County will not disclose confidential information to any person, organization, agency, or other entity except as authorized or required by law. The County will immediately notify the Department of all requests for information deemed confidential under this Contract. In the event the County is required by law to release confidential information, the County will notify the Department in writing, prior to releasing confidential information.

(ii) Nothing in this Section will be deemed to preclude, prevent, or prohibit access to confidential information by the Department or Department designees.

(iii) The provisions of this Section will remain in full force and effect following termination of, or cessation of the Services required by this Contract.

j. The County will adhere to all the legal, programmatic, and administrative requirements identified in Section 2000 of the Handbook related to the Services to be provided under this Contract.

k. The County will maintain financial, programmatic, and supporting documents developed under this Contract for a minimum of five years after the termination of the contract period. Contract period means the effective dates of the Contract as described in Section III, below; renewals are considered to be separate contract periods.

l. The County will submit Service delivery reports required by DFPS or self-evaluations of performance and other reports requested by DFPS in an appropriate format and on a timely basis; and to the extent permitted or required by law, make available at reasonable times and for reasonable periods, children's records and other programmatic or financial

records, books, reports, and supporting documents for reviewing and copying by DFPS, the U.S. Department of Health and Human Services, or their authorized representatives.

m. The County will allow DFPS and its representatives to monitor, audit, evaluate and otherwise review the Services provided under the Contract. In addition, the County will ensure that DFPS has access to all documentation and information related to the Services provided under this Contract.

n. The County will not use any funding received under this Contract to influence the outcome of elections or the passage or defeat of any legislative measures.

o. The County will require the Child Welfare Board to comply with all applicable terms of this Contract.

p. FFATA Reporting. County must report to DFPS the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in q. if County is a recipient of a federal sub-award. No direct payment will be made to County for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements in q. are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically incorporated into this Contract and shall become part of County's obligations under this Contract. DFPS may provide written notice to County of any such change in accordance with this Contract, but such notice will not be a condition precedent to County's duty to comply with revised OMB reporting requirements.

q. Sub-Award Reporting. If County is a recipient of a federal sub-award, County will report to DFPS as set forth below unless otherwise exempted. All required information must be made publicly available according to federal law.
   i. Sub-award Information. A federal sub-award recipient will provide the following information to DFPS according to the timeframes communicated by the Department but no later than the end of the month following the month of award of a contract with a value of $25,000 or more, (and any modifications to these contracts that change previously reported data):
      a. Unique identifier (DUNS Number) for the Contractor receiving the award and for the Contractor's parent company, if the Contractor has a parent company.
      b. Name of the Contractor.
      c. Contractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
      d. Contractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

r. Officers' Total Compensation (Top 5). According to the timeframes communicated by the Department but no later than the end of the month following the month of a contract award, and annually thereafter, the County will report the names and total compensation of each of the five most highly compensated executives for the County's preceding completed fiscal year if—
   i. In the County's preceding fiscal year, the County received—
      a. 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

b. $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

r. **Anti-Discrimination.** Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq*.);

(ii) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);

(iii) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq*.);

(iv) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

(v) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);

(vi) Food Stamp Act of 1977 (7 U.S.C. §2011 *et seq*.); and

(vii) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

1) Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

2) Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

3) Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

4) Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.

5) Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

s. **Fair Labor Standards Act.** Contractor agrees to comply with the Fair Labor Standards Act (FLSA) (29 U.S.C. §201 *et seq*.) regarding minimum wages, overtime pay, recordkeeping, and child labor.

t. CERTIFICATIONS. The certifications enumerated below represent material facts upon which DFPS relies when contracting. Both parties further agrees that each will provide immediate written notice to the other if at any time either party learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. Both parties acknowledge their continuing obligation to comply with the requirements of the following certifications:

i. Certification Regarding Lobbying. State and federal law place restrictions on the use of state and federal funds in regard to lobbying. Both parties certify, to the best of their knowledge and belief, that:

a. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of either party, to any person for influencing or attempting to influence an officer or employee of an 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 this federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

c. Both parties will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.

d. Payments of appropriated or other funds to each party under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

ii. Suspension, Ineligibility, and Voluntary Exclusion. In accordance with Executive Orders 12549 and 12689 regarding federal regulations on debarment, suspension, ineligibility, and voluntary exclusion, both parties certify the following:

a. That each party is, to the best of its knowledge and belief, not debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.

b. That each party will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DFPS or the U.S. Department of Health and Human Services.

c. That each party will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts.

iii. Drug-Free Workplace Certification. Each party certifies that it will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about—

i. The dangers of drug abuse in the workplace;

ii. The grantee's policy of maintaining a drug-free workplace;

iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph t.iii.a.;

d. Notifying the employee in the statement required by paragraph t.iii.a. that, as a condition of employment under the grant, the employee will—

i. Abide by the terms of the statement; and

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph t.iii.d.ii. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph t.iii.d.ii. with respect to any employee who is so convicted—

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

iii. Making a good faith effort to continue to maintain a drug-free workplace.

2. DFPS' Responsibilities:

   a. DFPS will refer children to the Child Welfare Board for Services;

   b. DFPS will provide the County with a list of IV-E eligible children in the County for Billing purposes; and

   c. DFPS will process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures identified on the 4116X, State of Texas Purchase Voucher in accordance with the terms of this Contract.

SECTION II. BASIS FOR CALCULATING PAYMENT OBLIGATIONS

A. Budget Documents:

1. The amount of the Title IV-E federally reimbursable portion of this Contract is based on the Budget Documents attached hereto as Exhibit "II" entitled Budget for Title IV-E County Contracts, Form 2030CWIVE, which includes Attachments "A", "B", and "C" (Budget Documents). Exhibit "II" and its corresponding attachments are incorporated herein by this reference.

2. The Budget Documents should be amended for each fiscal year with the written agreement of the contract manager for DFPS. If the Contract is automatically renewed, and if the parties have not agreed to amended Budget Documents, the Budget Documents are also renewed without amendment but may be later amended by agreement of the County and DFPS.

3. If the County is going to include indirect costs as part of its Billings, the Contract will include by reference either (a) the County's approved Indirect Cost Agreement with the Federal Government; or (b) appropriate documentation certifying the County's official indirect cost rate.

B. This Contract is at all times contingent upon the availability and receipt of federal funds.

C. Billing Requirements:

1. The County will submit Billings in an accurate and timely manner for each quarter by the end of the following quarter. Billings must be submitted with all documentation necessary to support the expenditures contained in the Billings.

2. DFPS will notify the County within 30 days of Billings that are inadequately documented, appear to be unallowable in whole or in part, or are not in accordance with the Budget Documents for the Contract.

3. If the quarterly Billings for the County average or are expected to average less than $1,000 per quarter, the County may request, and the contract manager for DFPS may grant written permission to submit Billings on an annual basis with the Billing for each quarter submitted and

documented separately but at the same time before the end of the first quarter of the following fiscal year.

4. Any Billing or amended Billing which is submitted to DFPS later than 7 quarters after the end of the quarter of the expense will not be processed by DFPS unless DFPS determines, in DFPS' sole discretion, that DFPS is able to submit the bill to the federal government for payment in a proper and timely fashion.

SECTION III. TERM OF CONTRACT

This Contract will be in force effective October 1, 2011 through September 30, 2012. This Contract will automatically renew for one fiscal year at a time through September 30, 2018, unless terminated sooner.

SECTION IV. INCORPORATION BY REFERENCE. The following instruments are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s):

A. Cost Allocation Plan and supporting narrative, if applicable

B. Form 2031, Signature Authority Designation

C. Copy of approved Indirect Cost Agreement, if applicable

D. Form 4734, Federal Funding Accountability and Transparency Act (FFATA) Certifications

E. Other forms as needed

SECTION V. MODIFICATIONS

A. This Contract contains the entire understanding of the parties and supersedes all previous discussions, proposals, or agreements between DFPS and the County.

B. This Contract may be modified by executing a formal written amendment signed by both DFPS and the County.

SECTION VI. TERMINATION

A. If the County fails to provide services according to the terms of this Contract, DFPS may, upon written notice of default to the County, terminate all or any part of the Contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided under this Contract.

B. DFPS, based on information from monitoring or other verifiable sources, may terminate this Contract for cause or take other actions including, but not limited to:

1. Requiring the County to take specific corrective actions in order to remain in compliance with any contractual term,

2. Recouping payments made to the County or imposing administrative error sanctions based on audit findings of violations of Contract requirements, and

3. Suspending, placing into abeyance, or removing any contractual rights to include, but which are not limited to, withholding of payment.

C. This Contract may be terminated at any time by mutual consent. In addition, either party may consider the Contract to be canceled by giving thirty (30) days notice to the other party. This Contract will be terminated at the end of the thirty (30) day period. This Contract will otherwise terminate by the date specified pursuant to Section III, above.

SECTION VII. CERTIFICATIONS

By executing this Contract, the undersigned parties bind themselves to the faithful performance of this Contract and certify their authority to enter into this Contract.

Texas Department of Family and Protective Services	**Hidalgo County**
Signature	Signature
Printed Name: Georgina Morales	Printed Name: Ramon Garcia
Printed Title: Region 11 Regional Director	Printed Title: County Judge
Date	Date

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
December 2010

Summary

County:	**Hidalgo**
Contract Number:	**23941008**
Budget Effective Date:	**10/1/2011-9/30/2012**

Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match
A. Administration			
A.1. Direct Personnel Salaries	$299,026.92	$0.00	$299,026.92
A.2. Direct Personnel Fringe Benefits	$83,237.96	$0.00	$83,237.96
A.3. Direct Personnel Travel	$3,375.00	$0.00	$3,375.00
A.4. Direct Materials and Supplies	$5,000.00	$0.00	$5,000.00
A.5. Direct Equipment	$4,800.00	$0.00	$4,800.00
A.6. Direct Other Costs	$4,500.00	$0.00	$4,500.00
Total Administration	*$399,939.88*	*$0.00*	*$399,939.88*
B. Training			
B.1. Title IV-E Training (75%)	$7,400.00	$0.00	$7,400.00
B.2. Title IV-E Fostering Connections Training (65%)	$7,400.00	$0.00	$7,400.00
B.3. Non-Title IV-E Training (50%)	$7,400.00	$0.00	$7,400.00
Total Training	*$22,200.00*	*$0.00*	*$22,200.00*
C. Indirect Costs (if applicable)			
Total Indirect Costs	*$0.00*	*$0.00*	*$0.00*
Grand Total	**$422,139.88**	**$0.00**	**$422,139.88**

***Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year:** **0.000%**

Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.

Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs): **0.000%**

Contractor Certification

Signature ***Date***

Printed Name & Title

FFATA Certifications

The Federal Funding Accountability and Transparency Act (FFATA) certifications enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signer cannot certify all of the statements contained in this section, Signer must provide written notice to DFPS detailing which of the below statements it cannot certify and why*.**

Enter Your Dun & Bradstreet (D&B) DUNS Number, and its parent if applicable:

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☐ No ☐ N/A (if entity does not generate income)

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No" or N/A, answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No ☐ N/A (if entity reports through some other means, state how:)

If your answer is "No" you must provide compensation information to DFPS for FFATA reporting. If N/A, you may still be required to supply compensation information pending DFPS or federal awarding agency approval.

FFATA Certifications

As the duly authorized representative (Signatory) of the Contractor named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete and correct to the best of my knowledge.

Ramon Garcia **Printed Name of Authorized Representative**	 **Signature of Authorized Representative**
County Judge **Title of Authorized Representative**	**10/11/2011** **Date**
Hidalgo County **Legal Name of Contractor**	**23941008** **Contract Number**

AI-28929 **10. A.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and Approval of Budget Amendment for the FY2010 Operation Stonegarden Grant for the Sheriff's Office in the amount of $12,471.36.

BACKGROUND

Acceptance of the FY2010 Operation Stonegarden grant was granted by Commissioners' Court on
08/09/11 (AI-27841). The amount mentioned as awarded to the Hidalgo County Sheriff's Office was
$303,583.83. The correct amount is $303,584.27.

On 08/09/11, the amount of $291,112.91 was budgeted due to conditional approval of the grant. This was due to exceeding the 50% limit in personnel costs (Personnel Costs Cap) on the grant application.

Our office received authorization and approval from the FEMA Administrator waiving the Personnel
Costs Cap and thus, are budgeting the remaining award amount of $12,471.36.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1284-421-00-280-047-3-XXX

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

BUDGETARY IMPACT:

To appropriate remaining 12,471.36 for the Sheriff Department. Total Sheriff Office Budget $ 303,584.27of which $291,112.91 was appropriated on 8-9-11 AI#27841.

Revenue Account: 1-1284-331-12-280-047-3-000

No local cash match is required.

Attachments

Waiver

Budget

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	10/05/2011 11:26 AM
Budget & Management	Merlen P. Munoz	10/05/2011 02:56 PM
Manuel Chapa	Manuel Chapa	10/05/2011 04:40 PM

Purchasing Department Angela Garcia 10/07/2011 04:50 PM

Form Started By: Emilia Uriegas Started On: 10/04/2011 11:26 AM

Final Approval Date: 10/07/2011

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

September 2, 2011

MEMORANDUM FOR: W. Craig Fugate
Administrator

FROM: Elizabeth M. Harman
Assistant Administrator

SUBJECT: FY 2010 Homeland Security Grant Program – Approval for Personnel Cap Waiver under the Operation Stonegarden Grant Program

The PRICE Act amends the Homeland Security Act of 2002, (P.L.107-296, 6 U.S.C. 609), Title 6, Chapter 1, Subchapter XV, Part A, Subsection 609. As such, 6 U.S.C 609(b)(2)(A) states: *"Not more than 50 percent of the amount awarded to a grant recipient under section 604 (Urban Area Security Initiative) or 605 (State Homeland Security Grant Program of which Operation Stone Garden is a sub program) of this title in any fiscal year may be used to pay for personnel, including overtime and backfill costs, in support of the permitted uses under subsection (a)."* As a result of the PRICE Act, all grantees are authorized to utilize up to 50 percent of their Homeland Security Grant Program (HSGP) funds for personnel related costs. All requests to exceed the 50 percent threshold will require approval by the FEMA Administrator. In an effort to comply with the PRICE Act, the following recipient has requested prior written approval from the FEMA Administrator to utilize its FY 2010 Operation Stonegarden (OPSG) funds to conduct critical infrastructure and border protection activities:

Texas

- Hidalgo County: Requested salary cap of 60%

The requestor has provided justification to FEMA for waiving the Personnel Cap within the Operations Order. The personnel activities proposed in the Operations Order have been approved by Customs and Border Protection/ Border Patrol (CBP/BP) at the Sector level and by CBP Headquarters. CBP has routed the Operations Order to FEMA for programmatic review and approval. Because the purpose of the Operation Stonegarden Grant Program is to focus on operational aspects of enhancing coordination between Federal, State, local, tribal, and territorial law enforcement agencies to increase the security of the U.S. Borders, waiver of the personnel costs cap will ensure completion of the respective law enforcement agency's CBP approved Operations Order.

I recommend your approval of the above listed request to waive the Personnel Cap to utilize FY 2010 OPSG funding for personnel activities to conduct critical infrastructure and border protection activities.

Approve/date 9/7/11 Disapprove/date _____

Modify/date _____ Needs discussion/date _____

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

SEP 07 2011

Arturo Mendez
State Administrative Agency
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

The Grant Programs Directorate has reviewed a request for a personnel cap waiver under the Fiscal Year 2010 Homeland Security Grant Program (HSGP) – Operation Stonegarden (OPSG) grant, Award No. 2010-SS-T0-0008, for Hidalgo County, Texas. The request to allow Hidalgo County to exceed the 50 percent personnel salary cap up to and not to exceed 60 percent, which represents $577,925.40 of its FY 2010 OPSG allocation, in the amount of $963,209.00, on operational overtime and related personnel costs is consistent with the goals and objectives of the overall State Homeland Security Strategy and necessary for the continued success of program implementation, and is hereby approved.

Grantees are reminded that future personnel waiver requests must also be submitted to the Grant Programs Directorate for prior approval. Please contact your Program Analyst, Aimee Clancy, at (202-786-9989) if you have any questions.

Sincerely,

W. Craig Fugate
Administrator

CC: Jim Marks, Acting Director, PGD
Aimee Clancy, Program Analyst
Official Grant File

DATE: October 4, 2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: FY 2010 Operation Stonegarden

ACCOUNT NUMBER: 1-1284-421-00-280-047-3-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
1-1284-421-00-280-047-3-230	Retirement	12,470.92
1-1284-421-00-280-047-3-741	Vehicles	0.44
	TOTAL APPROPRIATIONS	12,471.36
1-1284-331-12-280-047-3-000	OPERATION STONEGARDEN--2010	12,471.36
	TOTAL REVENUES	12,471.36

REASON: To appropriate remaining balance of grant award for the FY2010 Operation Stonegarden Grant awarded by the U.S. Department of Homeland Security through the State of Texas Governor's Division of Emergency Management and the Texas Department of Public Safety.

SAA Award Number: 10-GA-48215-02
Grant Period: 08/01/10 to 07/31/12.

Federal Grant Award Number: 2010-SS-T0-0008

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COUR

ATTEST COUNTY CLERK

AI-28960 **10. B.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and Approval for County Judge, as Authorized Official, to sign Closeout Grant Adjustment Notice for the FY2008 Operation Stonegarden Grant.

BACKGROUND

County Judge is to sign on "Block 10" of the Closeout Grant Adjustment Notice form and Exhibits "B" and
"C" of the Terms and Conditions section.

SAA Award Number: 08-48215-01; Federal Grant Award Number: 2008-SG-T8-0009

Grant Period: 09/01/08 to 07/31/11

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

FY2008 OSG

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	10/05/2011 11:26 AM
Budget & Management	Merlen P. Munoz	10/05/2011 03:01 PM
Manuel Chapa	Manuel Chapa	10/06/2011 11:13 AM
Auditor's Office	Arcilia Duran	10/07/2011 10:38 AM
Purchasing Department	Marty Salazar	10/07/2011 11:36 AM

Form Started By: Emilia Uriegas Started On: 10/05/2011 10:08 AM

Final Approval Date: 10/07/2011

Emilia Uriegas

From: Rodolfo Espinoza [rodolfo.espinoza@hidalgoso.org]
Sent: Wednesday, October 05, 2011 10:00 AM
To: 'Emilia Uriegas'
Subject: FW: Hidalgo County 2008 Operation Stonegarden Close out GAN

From: Paynter, Bill [mailto:Bill.Paynter@dps.texas.gov]
Sent: Tuesday, October 04, 2011 11:39 AM
To: Cynthia E. Careaga
Cc: rodolfo.espinoza@hidalgoso.org; Mendez, Arturo
Subject: Hidalgo County 2008 Operation Stonegarden Close out GAN

Dear Cynthia:

Attached is the Grant Adjustment Notice (GAN) and the Terms and Conditions (T&C) which will close out the 2008 Operation Stonegarden grant (OPSG) for Hidalgo County. Please have the attached 2008 OPSG GAN (Block #10) and exhibits B and C (i.e. the last two pages) of the T&C signed by your Chief Elected Official and returned to me via e-mail attachment.

Please contact Bill Paynter (512-377-0014)or Arturo Mendez (512-377-0022) if you have any questions regarding this request.

Thank you,

Bill Paynter
Grant Coordinator
Texas Department of Public Safety
Texas Homeland Security
State Administrative Agency
Phone (512) 377-0014
Fax (512) 206-3137

Texas Homeland Security

2008

Closeout Grant Adjustment Notice

For

Hidalgo County

Date of Award
10/04/2011

1. Sub-Recipient Name and Address

Ramon Garcia
Hidalgo County Judge
1615 Closner, Suite J
Edinburg, TX 78539

2. Prepared By: Paynter

3. SAA Award Number: 08-48215-01

4. Federal Grant Information

Federal Grant Title: Operation Stonegarden Grant (OSG)

Federal Grant Award Number: 2008-SG-T8-0009

Date Award Granted to THS: September 3, 2008

Federal Grant Agency: Federal Emergency Management Agency
Dept. of Homeland Security Preparedness Directorate

5. Award Amount and Grant Breakdown

Total Award Amount
$ 2,479,129.24

NOTE: Additional Budget Sheets (Attachment A): ☐ YES ☒ NO

OSG CFDA 97.067
$ 2,479,129.24

This award supersedes all previous awards. Performance Period: Sep 1, 2008 To Jul 31, 2011

6. Statutory Authority for Grant: This project is supported under Public Law 110-329, the Department of Homeland Security Appropriation Act of 2009.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.

9. Agency Approval

Approving TxDPS Official:

Machelle Pharr, Deputy Assistant Director
Texas Homeland Security State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

Signature of Sub-recipient Official:

11. Enter Employer Identification Number (EIN)/Federal Texas Identification Number:

12. Date Signed:

13. DATE DUE: 10/14/2011

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

TERMS AND CONDITIONS

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Texas Homeland Security Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "THS" and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, THS and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2008 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement.

Sub-recipient Purpose and Overview

A. Purpose and Overview. Sub-grant funds provided shall be used to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism. The Sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit for that fiscal year and must support the goals and objectives included in the State Homeland Security Strategic Plan and the Urban Area Homeland Security (UASI) Strategies. The funds must be used to conform with the State Homeland Security Strategic Plan, follow the projects outlined in the approved investment justifications used to make the FY 2008 grant application and as described in the federal program guidelines found at www.fema.gov/pdf/government/grant/hsgp/fy08_hsgp_guide.pdf . Further, as outlined in the 2008 grant guidance, 2008 HSGP will focus on three objectives as the highest priorities. These three objectives are: 1. Measuring progress toward achieving the National Preparedness Guidelines; 2. Strengthening improvised explosive device (IED) attack deterrence, prevention, and protection capabilities; and 3. Strengthening preparedness planning. At least 25 percent of the total FY 2008 HSGP funding must be dedicated toward enhancing capabilities related to objectives 2 and 3 as identified above. The 25 percent requirement applies to the total award amount for each State across all four programs, not individual awards for SHSP, UASI, MMRS, and CCP.

B. Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and
3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

C. Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to THS for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional Homeland Security Grant Program funds or any other federal program funds administered by THS until repayment to THS is made and any other compliance or audit finding is satisfactorily resolved.

THS Obligations

A. Measure of Liability. THS shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. THS shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by THS under the HSGP program. The term

"Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by THS under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. Excess Payments. The Sub-recipient shall refund to THS any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by THS or that THS determines has resulted in overpayment to the Sub-recipient that THS determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to THS within thirty (30) days after THS requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, THS may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

A. THS's Right to Terminate. THS shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever THS determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. THS shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. Parties' Right to Terminate. In addition to THS's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

A. Financial Interest Prohibited. A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient, in Subsection C of this Section who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other HSGP Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Monitoring

THS reserves the right to perform periodic on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, THS shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to Sections on the Suspension and/or Termination above.

Audit

A. Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

B. THS's Right to Audit. Notwithstanding Subsection A of this Section, THS reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit THS or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

C. Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to THS for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to THS of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as THS may require of the Sub-recipient.

E. State Auditor's Office. The Sub-recipient understands that acceptance of Sub-recipient agreement funds acts as acceptance of the authority of the State Auditor's Office or any successor agency to conduct an audit or investigation in connection with these funds. The Sub-recipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

For FY 2008, the NIMSCAST will be the required means to report NIMS compliance for FY 2009 preparedness award eligibility. All State and Territory direct preparedness Sub-recipients will be required to submit their compliance assessment via the NIMSCAST by September 30, 2008. The State or Territory department/agency awardee reserves the right to determine compliance reporting requirement of their sub-awardees (locals) in order to disperse funds at the local level.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to THS, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. THS retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until THS has reviewed

and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as referenced by the SAA web-based grants management system and subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from THS to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days or as soon as administratively possible.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

Urban Areas Security Initiative (UASI) Grants

A. If the Sub-recipient is a participant in a UASI program, during the performance period of this grant, Sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps.

B. Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the Regional Interoperable Communications Committee and the UASI points of contact (voting members), if applicable.

UASI Non-Profit Security Grant Program (NSGP)

A. The Sub-recipient agrees that all allocations, uses of funds, and other associated program and administrative requirements under this grant will be in accordance with the Fiscal Year (FY) 2008 UASI Non-Profit Security Grant Program (NSGP) Program Guidance and Application Kit, Information Bulletin number 252, and the FY 2008 UASI NSGP Frequently Asked Questions (FAQs) Parts 1 and 2. All grant Sub-recipients are assumed to have read, understood, and accepted the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252 and the FAQs as binding.

B. Sub-recipients must meet a 75 percent Federal-25 percent Sub-recipient soft match requirement. Sub-recipient contributions must be from non-Federal sources. For all costs other than training, the Sub-recipients match may be met through cash, training investments related to use of allowable equipment purchased with the grant, or training investments related to general purpose security and emergency preparedness for staff. In the case of training projects, awardees must meet the matching requirement through cash. In no event can regular personnel costs such as salary, overtime, or other operational costs unrelated to training be used to satisfy the matching requirement.

C. Non-governmental organization Sub-recipients are required to meet certain National Incident Management System (NIMS) compliance requirements. All emergency preparedness, response, and/or security personnel in the non-profit organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction.

D. Sub-recipients are responsible for keeping a copy of the 501(c)(3) registration number or IRS Letter of Recognition of Sub-grantees on file. Those Sub-recipients who submitted investment justifications, subsequently selected for award, by non-profit organizations which do not hold or have not formally applied for a 501(c)(3) registration number, are responsible for maintaining an affidavit and/or other indicia certifying or verifying their 501(c)(3) compliance on file for review by DHS, in accordance with the FY 2008 UASI NSGP Q&A Part 2.

E. FY 2008 UASI NSGP allowable equipment costs include only the two Authorized Equipment List (AEL) categories identified in the FY 2008 UASI HSGP Program Guidance and Application Kit. These categories are 1) Physical Security Enhancement Equipment, and 2) Inspection and Screening Systems. All allowable equipment costs must fall within these two categories. Interoperable communications equipment, aesthetic enhancement, including business, shrubs, or flowers, general-use vehicles, or related general-use equipment is prohibited under this grant program if it does not fall within one of the two previously identified AEL categories. Additionally, any costs associated with exercises are strictly prohibited. All other training

and management and administrative (M&A) costs must be in accordance with the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252, and the FY 2008 NSGP FAQs, Parts 1 and 2.

F. The Sub-recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U. S. Department of Homeland Security."

Interoperable Communication Project Compliance

1. Before a local jurisdiction may submit a project for consideration by the State, a preliminary review must be done at the regional level by the Communications Committee or some similar group of the appropriate Council of Governments, Development Council or Planning Council. (Where possible, reviewers should represent a cross-section of the communications community and include representatives from cities, counties and Tribes where appropriate; conventional and trunked systems, and VHF, UHF, 700 MHz, 800 MHz and 900 MHz systems.) Jurisdictions must have baseline information (towers and POC/name) entered into CASM to show the jurisdictions' commitment to adhere to the SCIP. Projects that are deemed to satisfactorily meet the State's Plan will be submitted to the State for formal review.

National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2008 must be achieved by completing actions outlined in the NIMS Implementation Matrix.

A. Adoption. The jurisdiction or organization must have formally adopted NIMS as its incident management system through ordinance, court order, or resolution. A copy of the adoption document should be provided to the Preparedness Section of the Division of Emergency Management.

B. Implementation. The jurisdiction or organization must be implementing the principles and policies of NIMS/ICS, including these major requirements:

1. Identifying specific NIMS training requirements for local emergency responder and emergency management positions; then obtaining or providing required training, and documenting it. For further information on NIMS training, see: http://www.fema.gov/emergency/nims/nims_training.shtm
2. Updating jurisdiction or organization emergency plans and procedures to address the NIMS/ICS organizational structure, major functions, concepts, policies, and procedures.
3. Utilizing NIMS/ICS for day-to-day all-hazard emergency response and during exercises.
4. Participating in local, regional, or intrastate mutual aid programs.
5. Maintaining an inventory of emergency response assets (Texas Regional Resource Network), and identifying key assets by resource typing standards developed by FEMA to facilitate multi-agency response. For resource typing information, see: http://www.fema.gov/emergency/nims/rm/rt.shtm . This is accomplished by registering with the Texas Regional Resource Network (TRRN) and updating the information regularly. Additionally, a certification form must be on file with THS for every county and local jurisdiction.
6. Complete the NIMS baseline assessment and develop a local NIMS implementation plan.
7. Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
8. All Primary jurisdictions must possess an independent NIMSCAST account.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see http://www.fema.gov/pdf/emergency/nims/imp_mtrx_states.pdf

FY 08 NIMS implementation requirements must be completed by September 30, 2008.

Other Requirements (These requirements DO NOT apply to NSGP Sub-recipients)

A. During the performance period of this grant, Sub-recipients must maintain an emergency management plan at the Intermediate Level of planning preparedness or higher, as prescribed by THS. This may be

accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If THS identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from THS.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable 12 approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing $5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2008 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the FY 08 COG Statement of Work.

G. Up to 15% of the program funds for SHSP, UASI and LETPP may be used to support the hiring of full or part-time personnel to conduct program activities that are allowable under the FY 2007 HSGP (i.e., planning, training program management, exercise program management, etc) The ceiling on personnel costs does not apply to contractors, and is in addition to eligible management and administrative (M&A) costs and eligible hiring of intelligence analysts. Sub-recipients may hire staff only for program management functions, not operational duties. Hiring planners, training program coordinators, exercise managers, and grant administrators fall within the scope of allowable program management functions.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

Closing The Grant

A. The Sub-recipient must have all equipment ordered by January 14, 2010. The last day for submission of invoices is February 28, 2011.

B. THS/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, THS/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, THS/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. THS/SAA will unilaterally close out this grant if sub recipient does not reconcile account and sign closeout GAN by May 31, 2011.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted to and approved by THS/SAA prior to obligation or expenditure of such funds.

B. In cases where local funding is established by COGs, release of funds by THS is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that THS's obligations under this agreement are contingent upon the receipt of adequate funds to meet THS's liabilities hereunder. THS shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
Homeland Security Office of the Governor
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principals, Audit Requirements and Program Income

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all Applicable Laws and Regulations, Exhibit A, but specifically with:

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

B. Cost Principles

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments
2. 2C.F.R. Part 220, Cost Principals for Education Institutions
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations
4. Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Retention And Accessibility Of Records

A. Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to OMB Circular A-87, 44 C.F.R. § 13.42 and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective (close of the Sub-recipient agreement), including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Inspector General, the General Accounting Office, the Auditor of the State of Texas, THS, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of HSGP funds. Such rights to access

shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Subcontracts

A. THS's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining THS's prior written approval.

B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. THS's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

D. Escrow Retainage for Construction Contracts. THS shall require Sub-recipient to maintain an escrow retainage of the Sub-recipient agreement funds budgeted for construction and rehabilitation in the amount of five percent (5%) of each construction and/or rehabilitation subcontract entered into by the Sub-recipient. Before the retainage fees for construction contracts are released, THS shall receive a complete and executed Certificate of Construction Completion and Final Wage Compliance Report and the Sub-recipient shall certify it has received as-built plans for this Sub-recipient agreement's funded construction activities.

Legal Authority

A. Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

B. Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Notice Of Litigation and Claims

The Sub-recipient shall give THS immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and
2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by HSGP.

Except as otherwise directed by THS, the Sub-recipient shall furnish immediately to THS copies of all documentation received by the Sub-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold THS harmless and to indemnify THS from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

B. Authority to Amend. This Sub-recipient agreement's performances shall be rendered in accordance with the Act, Exhibit A, the assurances and certifications made to THS by the Sub-recipient and the assurances and certifications made to DHS by the State of Texas with regard to the operation of the HSGP. Amendments may further be amended by THS, during the period of this Sub-recipient agreement's performance as THS issues policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by THS in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at http://www.ojp.usdoj.gov/odp/docs/bulletins.htm and are incorporated by reference into this sub-grant.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of THS or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas.

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with the Act and regulations specified in Section 2; OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 2C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 2C.F.R. Parts 225, State and Local Governments, Part 220, Educational Institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. CIVIL RIGHTS - Title Vi of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1) http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr16.101.htm ; The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. http://tlo2.tlc.state.tx.us/statutes/gv.toc.htm

C. ENVIRONMENTAL LAW AND AUTHORITIES - in accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508. http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1733+1++%28%29%20%20AND%20%28%2840%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%283142%29%29%3ACITE%20%20%20%20%20%20%20%20%20 ; The Contract Work Hours & Safety Standards Act (40 U.S.C.§ 3702) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1775+1++%28%29%20%20AND%20%28%2840%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%283702%29%29%3ACITE%20%20%20%20%20%20%20%20%20%20 ; The Copeland "Anti-Kickback" Act (18 U.S.C. § 874) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+505+0++%28%29%20%20AND%20%28%2818%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%28874%29%29%3ACITE%20%20%20%20%20%20%20%20%20

E. FREEDOM OF INFORMATION ACT – (5 U.S.C. 552); (44 C.F.R. 5.1) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5.1.htm

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 – If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601) http://www.access.gpo.gov/uscode/title42/chapter61_.html ; (44 C.F.R. 25.1) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr25.1.htm

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141) http://a257.g.akamaitech.net/7/257/2422/14mar20010800/edocket.access.gpo.gov/2002/pdf/02-31831.pdf

H. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS) – Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level.

http://www.fema.gov/emergency/nims/nims_training.shtm

I. PROGRAM INCOME - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html . Sub-recipients must report any interest earned to THS/SAA. Any interest earned in excess of $100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. AUDITS - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.26.htm .

K. GRANT ADMINISTRATION - The Sub-recipient will also comply with Texas Government Code, Chapter 783, http://tlo2.tlc.state.tx.us/statutes/gv.toc.htm ; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements,http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141 Sub-recipients must also comply with 44,C.F.R., Part 13, http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html ; with 2C.F.R. Part 215 http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215 , 2C.F.R. Part 225, Part 220 and Part 230. Parts 220 and 230 are not available on-line at this time. A link will be provided as soon as it becomes available.

L. PROPERTY ADMINISTRATION – TAC Title 1, Part 5, Chapter 116, http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5

M. PUBLICATIONS – 44 C.F.R., Section 13.34 http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.34.htm

1. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

CERTIFICATIONS

I, _____ as Mayor/County Judge of _____, Texas, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964 (42 U.S.C. § 2000a et seq.)

C. As specified by THS and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ .
2. Have not within a three-year period preceding this 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;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and

4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

E. Sub-recipient understands and certified that it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

F. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

_____ _____

Chief Elected Official, Mayor/County Judge Date

EXHIBIT C

CERTIFICATION REGARDING LOBBYING FOR SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned,_____, as Mayor/County Judge of the _____, Texas certifies the following to the best of his knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an 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 Sub-recipient agreement, 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 Sub-recipient agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall 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 this federal Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon that reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

_____ _____

Chief Elected Official, Mayor/County Judge Date

AI-28933 **12. A.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Juan Martinez **Submitted By:** Sulema Cavazos, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Discussion and approval of the following 2011 Rural Emergency Services Interlocal Agreement(s) with:

1. City of McAllen

2. City of Monte Alto

3. City of Palmview

BACKGROUND

1. City of McAllen (2 Original Copies)

2. City of Monte Alto (1 Original Copy)

3. City of Palmview (1 Original Copy)

Fiscal Impact

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

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

BUDGETARY IMPACT:

1-1100-422-20-300-012-0-841 MCALLEN FD-AID TO GOVT AGENCY
1-1100-422-20-300-015-0-841 MONTE ALTO FD-AID TO GOVT AGENCY
1-1100-422-20-300-016-0-841 PALMVIEW FD-AID TO GOVT AGENCY

Attachments

2011 City of McAllen Contract
2011 City of Monte Alto Contract
2011 City of Palmview Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2011 03:54 PM
Roland Garcia	Rolando Garcia	10/05/2011 03:50 PM
Auditor's Office	Arcilia Duran	10/07/2011 10:54 AM
Purchasing Department	Marty Salazar	10/07/2011 11:35 AM

Form Started By: Sulema Cavazos Started On: 10/04/2011 01:23 PM

Final Approval Date: 10/07/2011

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

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 28th day of September, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the CITY OF MCALLEN, 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 28th 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 28, 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 be 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, Etc.)

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	Rogelio Rubio, Fire Chief McAllen Fire Department PO Box 220 McAllen, Texas 78505-0220
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 MCALLEN

Richard F Cortez — 9/28/2011

By: Richard F. Cortez, Mayor — **Date**

ATTEST:

Annette Villarreal

Annette Villarreal, City Secretary

CITY OF McALLEN — McALLEN, TEXAS

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

CITY OF MCALLEN
MCALLEN, TEXAS

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: _____

_____

_____

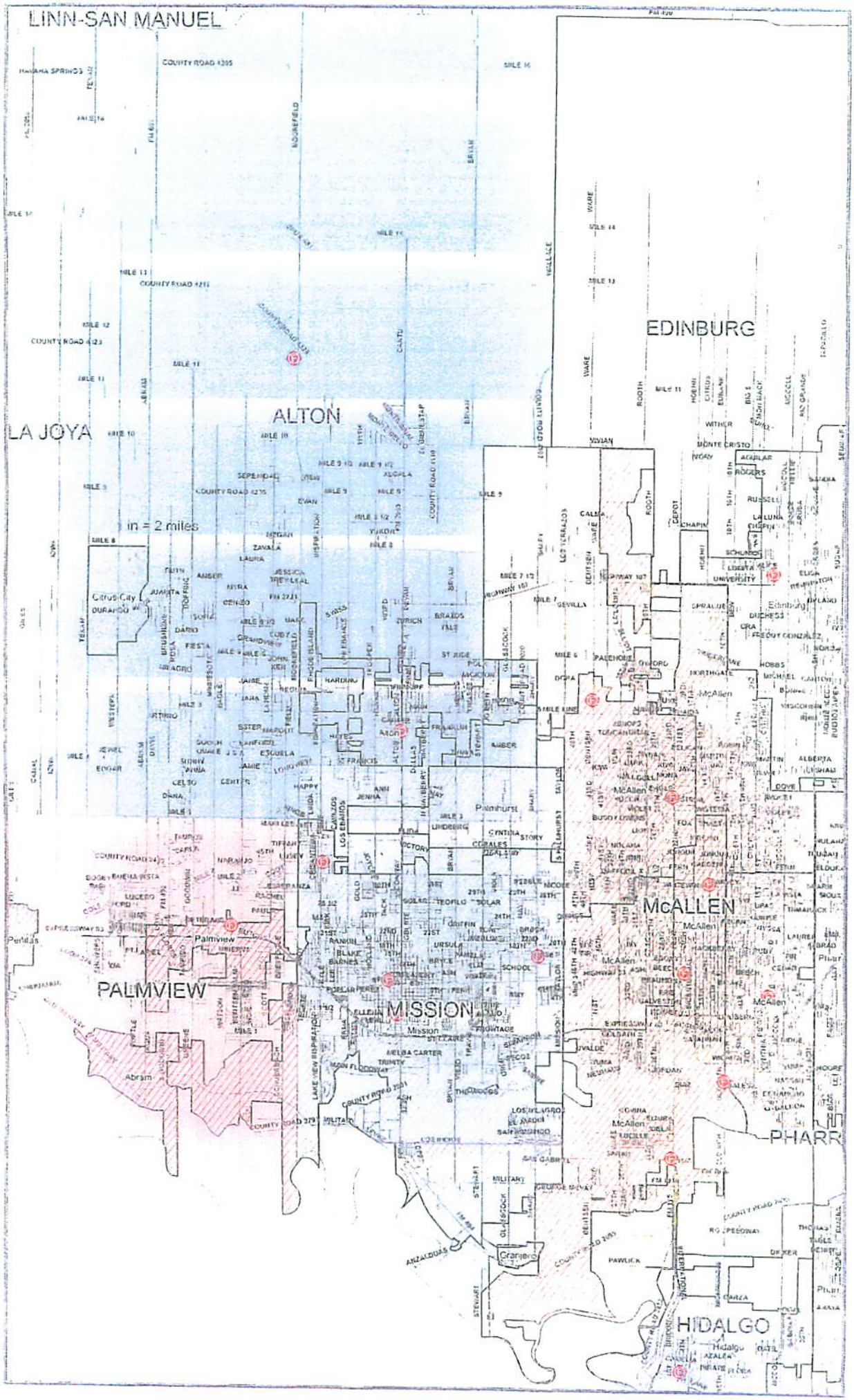
Incident Commander: _____ Report Prepared by: _____

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
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ALTON
LA JOYA
in = 2 miles
McALLEN
PALMVIEW
MISSION
PHARR
HIDALGO

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

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 19th day of September, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Monte Alto, 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 19th 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 19, 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 Monte Alto
25141 FM 88
Monte Alto, Texas 78538

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

MONTE ALTO TEXAS

By: Chief

ATTEST:

City Secretary

Sept 19-2011

Date

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: _____

_____

_____

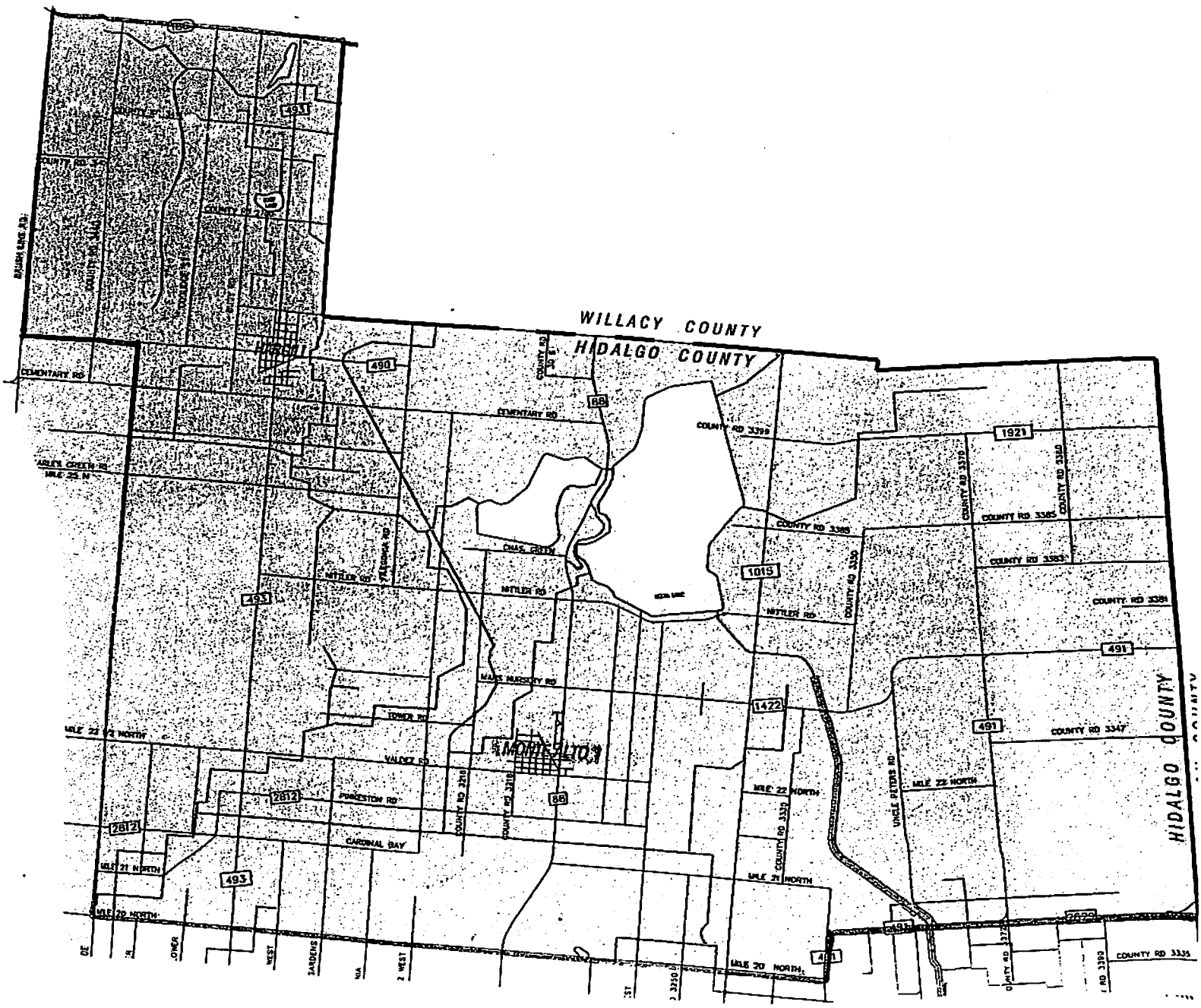
Incident Commander: _____ Report Prepared by: _____

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


WILLACY COUNTY
HIDALGO COUNTY
HIDALGO COUNTY
SAN PERLITA
490
493
88
1921
1015
1422
491
2812
CEMENTARY RD
MITTEN RD
VALDEZ RD
PRESTON RD
CARDINAL BAY
MILE 22 NORTH
MILE 21 NORTH
MILE 20 NORTH
COUNTY RD 3399
COUNTY RD 3385
COUNTY RD 3381
COUNTY RD 3347
COUNTY RD 3335
UNCLE PETERS RD
MAPLE NURSERY RD
TOWER RD
CHAS. GREEN

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

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 20th day of September, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of City of Palmview, 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 20th 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. 20, 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 Palmview
400 W. Veterans
Mission, Tx 78572, Texas

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 Palmview

By: _____ **Date** September 20, 2011

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

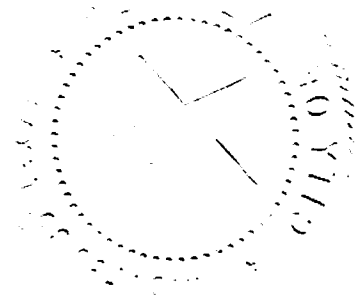
_____

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: _____

_____

_____

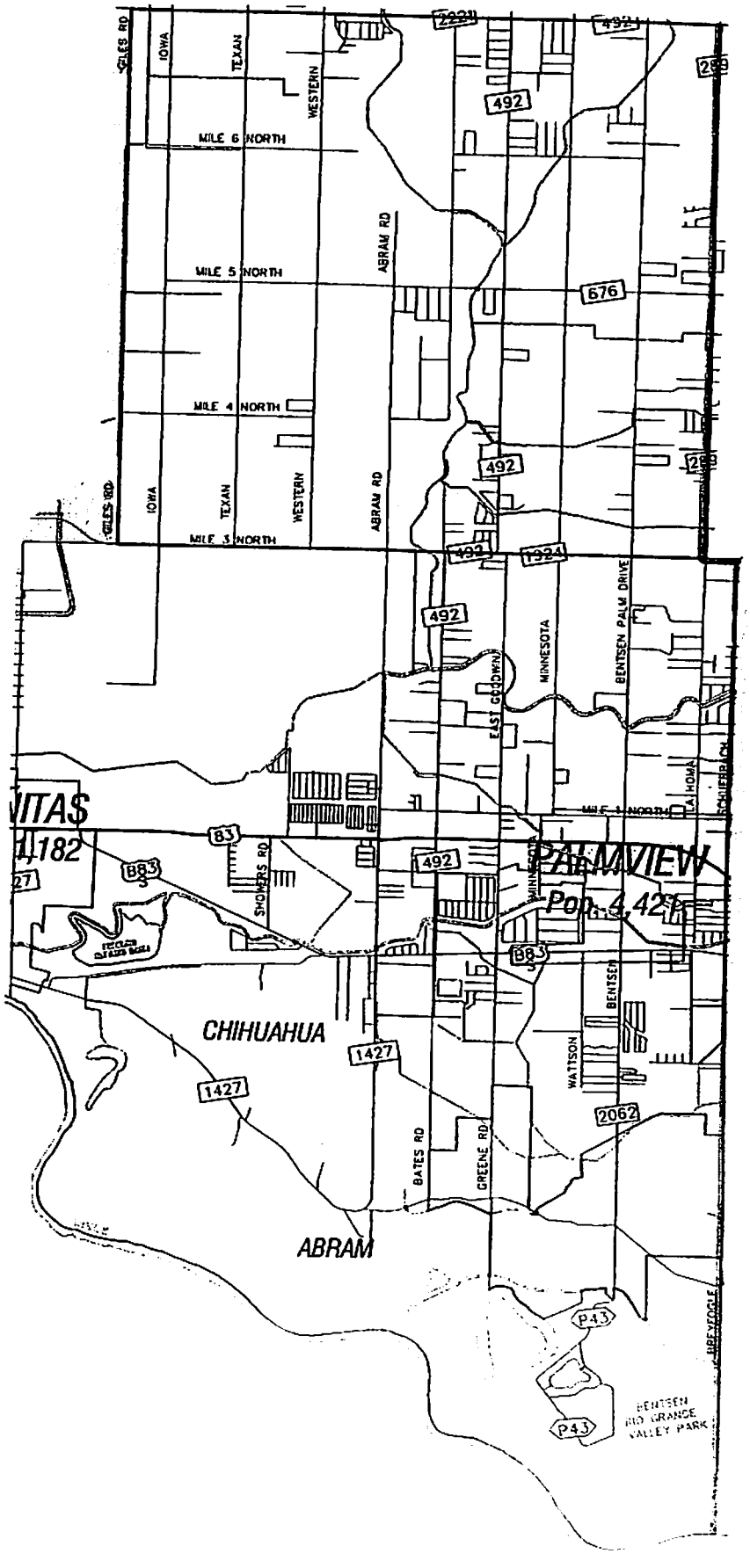
Incident Commander: _____ Report Prepared by: _____

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


GILES RD
IOWA
TEXAN
WESTERN
ABRAM RD
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492
676
1924
EAST GOODWIN
MINNESOTA
BENTSEN PALM DRIVE
OKLAHOMA
SCHUERBACH
MILE 1 NORTH
83
B83
SHOWERS RD
PALMVIEW
Pop. 4,421
CHIHUAHUA
1427
BATES RD
GREENE RD
WATTSON
BENTSEN
2062
ABRAM
P43
BENTSEN RIO GRANDE VALLEY PARK
ABEYDOLE

AI-28967 **13. A.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Oscar Montoya **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration and approval of Interlocal Cooperation Act Agreement between the County of Hidalgo and The City of McAllen for Equipment/Service Sharing.

BACKGROUND

Equipment and services funded through a Grant referred as the 2009 LEAP/SHSP (State Homeland Security Grant).
The Equipment and services will be purchased by County of Hidalgo and subsequently distributed to the participating agencies via a Property transfer and pursuant to the TDEM guidelines.

Fiscal Impact

FISCAL YEAR: 1 **ACCT. #:** 1-1283-429-10-300-027-2-XXX

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

BUDGETARY IMPACT:

Equipment and services funded through a Grant referred as the 2009 LEAP/SHSP (State Homeland Security Grant).

Attachments

interlocal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 11:53 AM
Roland Garcia	Rolando Garcia	10/06/2011 08:38 AM
Auditor's Office	Arcilia Duran	10/07/2011 10:39 AM
Purchasing Department	Marty Salazar	10/07/2011 11:36 AM

Form Started By: SANDRA DELEON Started On: 10/05/2011 11:03 AM

Final Approval Date: 10/07/2011

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS AND THE CITY OF MCALLEN

This AGREEMENT is made and entered into by and between the **County of Hidalgo, Texas ("County"),** a political subdivision of the State of Texas and the **City of McAllen** ("City") pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the "Act") Chapter 791, Texas Government Code, as follows:

WITNESSETH:

WHEREAS, County by and through the Department of Emergency Management has received grant funds for the use of a regional communication and video conferencing system, allowing for alternative methods of communication for first responders;

WHEREAS, County has agreed to share equipment and services purchased with grant finds and hereby intends to use said equipment for the Multi-Agency Coordinating Center ("MACC") when activated in the event of emergencies;

WHEREAS, the shared equipment will be distributed to the MACC by delivering said equipment to City for the use and operation of the MACC when activated;

WHEREAS, City has agreed to accept the installation of the shared equipment for use by the MACC when activated; the equipment will remain the property of County of Hidalgo and in County of Hidalgo's inventory records until April 15, 2012, at which time the Grant period will end;

NOW, THEREFORE, Hidalgo County and City, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **Legal Authority**. This Agreement is made pursuant to the authority of Chapter 791 of the Texas Local Government Code, and all other constitutional and statutory provisions which may provide authority for any and all of the Parties.

2. **Scope of Agreement**. City and County agree that the shared Regional Video Interpretation Services Equipment (identified in the attached Exhibit "A") will be distributed by County to City for use and operation of the MACC when activated, for the purpose of communicating between emergency management agencies.

Hidalgo County will retain ownership of the shared equipment listed in Exhibit "B" until April 15, 2012, at which time, the City will obtain ownership of the Equipment.

3. **Records and Reports.** All Parties agree to provide and maintain all necessary records and reports that may be necessary for reimbursement of Grant funds, including but not

limited to an annual accounting of the Equipment to Hidalgo County for the purposes of Grant reporting through April 15, 2012. Hidalgo County agrees it will provide Grant reporting to the Texas Division of Emergency Management/State Administration Agency as required under the Grant.

4. **Suspension and Termination.** City understands that this Agreement may be suspended or terminated if it materially fails to comply with the provisions of the Agreement.

This Agreement may be terminated upon thirty (30) days' written notice of termination by the respective parties.

It is expressly agreed that this Agreement may not be amended except in writing upon the joint action of the governing bodies of both the County and the City.

5. **Assets and Services**. Any shared equipment delivered to City will remain the property of Hidalgo County and on the County's inventory records until April 15, 2012, at which time the Grant will end.

6. **Indemnity Clause and Insurance Requirements.** To the extent permitted by the Texas Constitution and Texas State law, City agrees to hold harmless the County its elected officials, officers, employees, consultants, or agents and to indemnify County's elected officials, employees, consultants or agents and to defend County against any and all claims brought against County by elected officials, officers, employees, or agents of City or brought by any third person arising in any manner directly or indirectly from City's programs, activities or events conducted pursuant to this Agreement to the extent authorized under the law.

City shall acquire, maintain and famish to County a Certificate of Insurance as proof that it has secured and paid for policies of public liability and property loss insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet City's duty of indemnification under this paragraph.

City further agrees to maintain liability insurance coverage for any shared equipment in its possession as described in the attached Exhibit "B" at any time during the Grant period or after expiration of the Grant period.

7. **MISCELLANEOUS PROVISIONS.**

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such 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 conflicts exists.

No Waiver. No waiver by Hidalgo 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.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Hidalgo County and City, and not otherwise.

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder arc performable in Hidalgo County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attn: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, TX 78539

with copy to: Hidalgo County
Emergency Management
1615 S. Closner, Ste. G
Edinburg, TX 78539

If to City: City of McAllen
P.O. Box 220
McAllen, TX 78505-0220

Each notice, demand, request or communication which shall be delivered to mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

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

Assignment. This Agreement shall not be assignable by City. County may assign this Agreement without the consent of City.

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.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Authority to Execute. The execution and performance of this Agreement by Hidalgo County and City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Hidalgo County and City in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the _____day of _____, 2011.

Richard Cortez
City of McAllen, Mayor

Attest:

CITY OF McALLEN McALLEN, TEXAS

Ramon Garcia
Hidalgo County Judge

Arturo Guajardo, Jr.,
Hidalgo County Clerk

APPROVE AS TO FORM:
Office of Hidalgo County Criminal District Attorney

By: Josephine Ramirez Solis
Assistant District Attorney
County Affairs

EXHIBIT "A"

2009 (State Homeland Security Program) SHSP and SHSP LEAP
Grant Award Number: 2009-SS-T9-0644 and Terms and Conditions

Texas Department of Public Safety

2009 Grant Adjustment Notice

for

Hidalgo County

Date of Award

July 9, 2010

1. Sub-Recipient Name and Address	2. Prepared by: Mendez, Arturo	3. SAA Award Number: 09-GA 48215-04
Rene A. Ramirez Hidalgo County Judge 100 E. Cano, 2nd Floor Edinburg, TX 78539	**4. Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	2009-SS-T9-0064
	Date Federal Grant Awarded to TxDPS:	August 1, 2009
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

Total Award Amount

$993,995.31

Note: Additional Budget Sheets (Attachment A): ☐ Yes ☐ No

SHSP 97.073	SHSP-LEAP 97.073	UASI 97.008	UASI	UASI-LEAP 97.008	CCP 97.053	MMRS 97.071
$676,739.38	$317,255.93	$0.00	$0.00	$0.00	$0.00	$0.00

This award supersedes all previous awards. **Performance Period:** Aug 1, 2009 to Apr 15, 2012

6. Statutory Authority for Grant: This project is supported under Consolidated Security, Disaster Assistance and Continuing Appropriations Act. 2009 Public Law No. 110-329.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.

9. Agency Approval

Approving TxDPS Official:	Signature of TxDPS Official:
Janice E. Bruno, Administrator State Administrative Agency Texas Department of Public Safety	Janice E. Bruno

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:
Rene A. Ramirez Hidalgo County Judge	

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :
	9/7/2010

13. DUE DATE: August 15, 2010

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

2009 TERMS AND CONDITIONS
Homeland Security Grant Program (HSGP)

FY 2009 HSGP is comprised of four separate grant programs:

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Metropolitan Medical Response System (MMRS)
- Citizen Corps Program (CCP)

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Texas Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "TDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, TDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2009 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement. The Sub-recipient must also certify to the statements provided in Exhibits B and C by signing and returning a copy of these documents with the Sub-recipient Agreement.

Overview, Special Conditions and Performance Standards

A. Overview.

State Homeland Security Grant (SHSP)

The State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Urban Areas Security Initiative (UASI)

Urban Areas Security Initiative (UASI) program funds address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

Metropolitan Medical Response System (MMRS)

The MMRS program supports the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. MMRS Grantees will reduce the consequences of a mass casualty incident during the initial period of a response by having augmented existing local operational response systems before the incident occurs.

Citizen Corps Program (CCP)

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

B. **Special Conditions**

SHSP

Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

The recipient may only fund projects that were included in the FY 2009 State Investment Justifications which were submitted and approved by DHS/FEMA Use of SHSP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with SHSP funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 SHSP will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;

2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

Since a separate LETPP grant program for Law Enforcement Terrorism Prevention Activities was not created for FY 2009, the State is required to ensure that local and state sub-grantees expend at least 25 percent of their SHSP award funds towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

UASI

Allocations and use of grant funding must support and be coordinated with the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. The recipient may only fund projects that were included in the FY 2009 Urban Area Investment Justifications which were submitted and approved by DHS/FEMA. The recipient agrees that funds utilized to establish or enhance designated state and Urban Area fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's Baseline Capabilities for State and Major Urban Area Fusion Centers, a supplement to the Fusion Center Guidelines, located at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf. The recipient agrees to fund any multi-state or multi-urban area Investments that were included in the FY2009 Investment Justification that was submitted to GPD and received a bonus in the effectiveness analysis.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

MMRS

MMRS is a local grant which will require each MMRS Jurisdiction establish a single Point of Contact (POC) who will serve as the responsible contact for MMRS implementation, activities, and procurement for the jurisdiction as lead and in coordination with a Jurisdictional MMRS Steering Committee. The POC and MMRS Steering Committee will integrate local emergency management, health and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework; promote regional coordination of mutual aid with neighboring localities; regularly validate the jurisdictions local emergency response capability to a mass casualty incident by means of an exercise or other validation means; collaborate with local, regional, and State health and medical partners, such as Medical Reserve Corps Units and Citizen Corps Councils, as well as leverage other

Federal programs, such as the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response (DHHS-ASPR) Hospital Preparedness Program and Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP), Center for Disease Control and Prevention Cities Readiness Initiative and Strategic National Stockpile, to coordinate and support plans, processes and strategies related to, but limited to: Continuity of Government; Continuity of Operations; Equipment and Supplies Procurement; Fatality Management; Forward Movement of Patients; Hospital Evacuation; Interoperable Communications; Patient Tracking; Pharmaceutical and Medical Supply Management and Distribution; Public Education; Outreach and Information; Recruiting Volunteers; and Training; ensure the "MMRS Leadership" is fully represented on the Urban Area Working Group in cases where a MMRS grant is awarded and a UASI program exists; ensure all neighboring MMRS subgrantees actively and demonstratively collaborate to develop a regional plan that supports the MMRS mission in that region in cases where MMRS subgrantees are located adjacent to one another and implement an Investment Justification that clearly identifies the size of the populations included in the planning and operational areas supported by the MMRS grant. The Metropolitan Medical Response System (MMRS) provides funds to build capabilities at the State and local levels to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. MMRS supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, MMRS supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Activities implemented under MMRS must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Use of MMRS funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with MMRS funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 MMRS will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;

2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

CCP

The sub-recipient must register their Citizen Corps Council on the Citizen Corps website http://www.citizencorps.gov and manage their program and information on the site. Citizen Corps Councils must include representatives of emergency management, homeland security, law enforcement, fire service, medical services/public health or their designee, elected officials, the private sector, private non-profits, non-governmental organizations and advocacy groups for special needs populations. In addition, representatives from existing Citizen Corps programs, such as Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Community Emergency Response Team (CERT), Neighborhood Watch, and Fire Corps should be included on the Citizen Corps Council. Where applicable, a Metropolitan Medical Response System representative should also be included on the Citizen Corps Council.

All allocations and use of funds under this grant must be in accordance with the FY 2009 HSGP Guidelines and Application Kit found at - http://www.fema.gov/government/grant/hsgp/index.shtm. All award Sub-recipients are required to have read, understood and accepted the FY 2009 HSGP Guidance and Application Kit as binding.

C. **Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and

3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

D. **Failure to Perform.** In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to TDEM for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved.

TDEM Obligations

A. Measure of Liability. TDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. TDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by TDEM under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by TDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. Excess Payments. The Sub-recipient shall refund to TDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by TDEM or that TDEM determines has resulted in overpayment to the Sub-recipient that TDEM determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to TDEM within thirty (30) days after TDEM requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, TDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

A. TDEM's Right to Terminate. TDEM shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever TDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. TDEM shall notify the Sub-recipient in writing prior to the thirtieth (30^{th}) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. Parties' Right to Terminate. In addition to TDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

The Sub-recipient shall operate in a manner to avoid any potential conflict of interest, real or apparent, and comply with the related requirements of the Uniform Grant Management Standards (UGMS).

A. Financial Interest Prohibited. A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the

selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other DHS/FEMA Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Monitoring

TDEM reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, TDEM shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Sections above.

Audit

A. Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

B. TDEM's Right to Audit. Notwithstanding Subsection A of this Section, TDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit TDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

C. Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to TDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. TDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until TDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as required by the SAA, currently referenced on the SAA web-based grants management system, and may be revised in subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The

Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from TDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days unless extenuating circumstances can be documented.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

D. Source Documentation Requirement: Sub-recipients must provide proof of payment documentation with all reimbursement requests submitted for processing. The following is a list of acceptable proof of payment documents:

- Copy of cancelled check
- Screen print of General Ledger account showing funds have been encumbered
- Credit Card Statement showing purchase of the items
- Payroll journal for individuals showing rate of pay and hours worked
- Copy of invoice stamped "paid" with the date, vendor initials and check number for reference

National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2009 must be achieved by completing required actions outlined by FEMA and TDEM.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see *http://www.fema.gov/emergency/nims/CurrentYearGuidance.shtm*

NIMSCAST Requirements

To be eligible to receive FY 2009 DHS funding, local primary jurisdictions and tribes must have achieved 100% compliance with the FY 2008 NIMS compliance objectives and metrics in the NIMSCAST by January 30, 2009.

All State and territory grantees were required to submit their compliance assessment via the NIMSCAST by September 30, 2008 in order to be eligible for FY 2009 preparedness programs.

Additional information on achieving NIMS compliance is available through the FEMA National Integration Center (NIC) Incident Management Systems Integration (IMSI) Division at *http://www.fema.gov/emergency/nims/* .

Other Requirements

A. During the performance period of this grant, Sub-recipients must maintain an emergency management plan at the Intermediate Level of planning preparedness or higher, as prescribed by TDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing $5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2009 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 09 COG Statement of Work.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that

one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

Closing the Grant

A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B. TDEM/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, TDEM/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, TDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. TDEM/SAA will unilaterally close out this grant if sub-recipient does not reconcile account and sign closeout GAN by the 60th day after the sub-recipient performance period ends.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted to and approved by TDEM/SAA prior to obligation or expenditure of such funds. U.S. Department of Justice Financial Guide (Part III Chapter 15) *http://www.ojp.usdoj.gov/financialguide/*

B. In cases where local funding is established by COGs, release of funds by TDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that TDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet TDEM's liabilities hereunder. TDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
State Administrative Agency
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all applicable Laws and Regulations. A non-exclusive list is provided below

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

B. Cost Principles

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments (OMB Circular A-87)
2. 2C.F.R. Part 220, Cost Principals for Education Institutions (OMB Circular A-21)
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Retention and Accessibility of Records

A. Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Subcontracts

A. TDEM's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining TDEM's prior written approval.

B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. TDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

Legal Authority

A. Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

B. Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Notice of Litigation and Claims

The Sub-recipient shall give TDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and
2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by DHS/FEMA grant programs.

Except as otherwise directed by TDEM, the Sub-recipient shall furnish immediately to TDEM copies of all documentation received by the Sub-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold TDEM harmless and to indemnify TDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

B. Authority to Amend. During the period of this Sub-recipient agreement's performance TDEM and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by TDEM or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at *http://www.ojp.usdoj.gov/odp/docs/bulletins.htm* and are incorporated by reference into this sub-grant.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of TDEM or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Statute.

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 2C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 2C.F.R. Parts 225, State and Local Governments, Part 220, Educational Institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+2957+3++%28civil%20ri
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+363+0++%28Handicap%29 ;
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=16&SECTION=101&TYPE=TEXT ;
The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. *http://www.statutes.legis.state.tx.us/?link=GV*

C. ENVIRONMENTAL LAW AND AUTHORITIES - In accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508.
http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1723+1++%28%29%20%20A ;
The Contract Work Hours & Safety Standards Act (40 U.S.C.§ 3702)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1765+1++%28%29%20%20A;
The Copeland "Anti-Kickback" Act (18 U.S.C. § 874)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+511+0++%28%29%20%20AN

E. FREEDOM OF INFORMATION ACT – (5 U.S.C. 552); (44 C.F.R. 5.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5.1.htm ;
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0++%28information%

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 – If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601); (44 C.F.R. 25.1)
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=25&SECTION=1&TYPE=TEXT
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+4568+1++%28%29%20%20A

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141) *http://edocket.access.gpo.gov/2002/pdf/02-31831.pdf*

H. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS) – Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. *http://www.fema.gov/emergency/nims*

I. PROGRAM INCOME - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at *http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr66_03.html* and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html . Sub-recipients must report any interest earned to TDEM/SAA. Any interest earned in excess of $100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. AUDITS - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26)
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=26&TYPE=TEXT ;
http://www.dhs.gov/xopnbiz/grants/gc_1162481125903.shtm

K. GRANT ADMINISTRATION - The Sub-recipient will also comply with Texas Government Code, Chapter 783, *http://www.statutes.legis.state.tx.us/?link=GV* ; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements,
http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141

Sub-recipients must also comply with 44, C.F.R., Part 13,
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html;
with 2C.F.R. Part 215 *http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215* , 2C.F.R. Part 225, Part 220 and Part 230.

L. PROPERTY ADMINISTRATION – TAC Title 1, Part 5, Chapter 116,
http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5

M. PUBLICATIONS – 44 C.F.R., Section 13.34
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=34&TYPE=TEXT

1. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

EXHIBIT "B"

Property Transfer Record Agreement; TDEM Guidelines

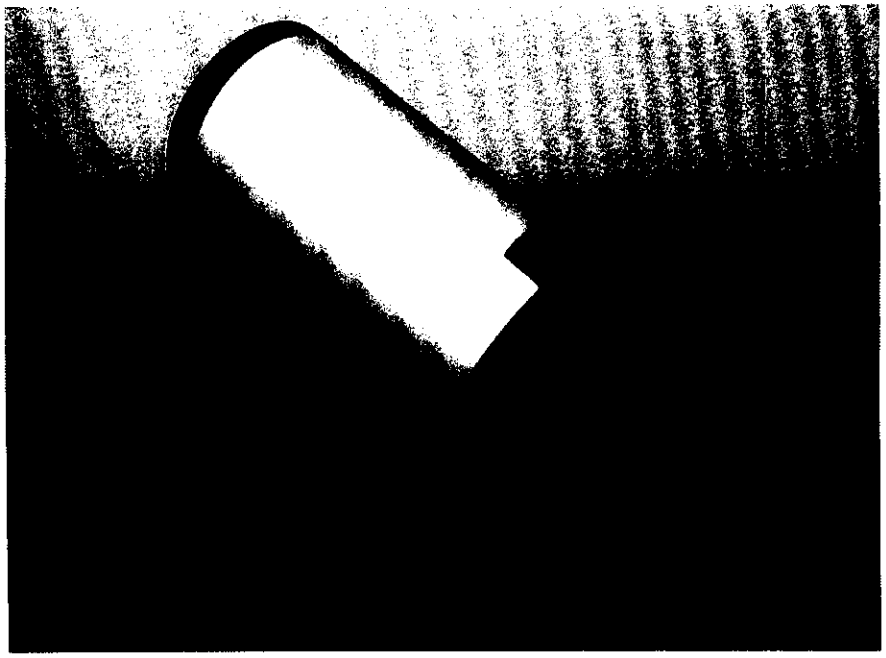
PROPERTY PERMANENT LOAN FORM

GRANT YEAR OF ITEM	ITEM CONTROL/SERIAL NUMBER	ITEM DESCRIPTION	ORIGINAL SUBRECIPIENT NAME/SIGNATURE	DATE LOANED	RECEIVING JURISDICTION NAME/SIGNATURE
2009 SHSP	**53007**-FTX1508C3R0O **53011**- 20C02524	**(1) Computer w/ Camera-** Tanberg Edge 95 MXP w/ Tandberg Precision HD Camera, NPP and MS	**Hidalgo County Emergency Management**		Title:

The original subrecipient maintains financial liability for loss or damage to grant funded assets. Subrecipients must exercise reasonable care to safeguard assets from negligence and abuse, while providing proper maintenance as required. It is the original subrecipient's responsibility to complete the paperwork for the permanent loan and to follow the grant's disposal procedures. Receiving agencies acknowledge compliance with Texas Governor's Division of Emergency of Emergency Management and Department of Homeland Security grant and eligibility requirements as noted in the Sub-Recipient Agreement. It is the responsibility of the subrecipient of grant funds to ensure the receiving agency has met those eligilibility requirements before loan of equipment.

USE OF EQUIPMENT MUST FALL WITHIN THE PARAMETERS OF THE GRANT

EXHIBIT B



PROPERTY OF
HIDALGO COUNTY, TEXAS
53011

Purchased with funds provided by the
U.S. Department of Homeland Security

PROPERTY OF
HIDALGO COUNTY, TEXAS
53007

AI-28971 **13. B.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Oscar Montoya **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of the following documents as required by the Texas Division of Emergency Management (TDEM): 1. Annex G - Law Enforcement 2. Annex J - Recovery 3. Annex P - Hazard Mitigation 4. Annex U - Legal

BACKGROUND

The Emergency Management Plan and Annexes G (Law Enforcement), J (Recovery), P (Hazard Mitigation), and U (Legal) must be submitted to TDEM prior to October 20, 2011. TDEM requires Emergency Management Plans and Annexes be updated every five years.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact in submitting documentation to TDEM.

Attachments

Annex G

Annex J

Annex P

Annex U

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 12:57 PM
Roland Garcia	Rolando Garcia	10/06/2011 08:35 AM
Auditor's Office	Arcilia Duran	10/06/2011 05:31 PM
Purchasing Department	Marty Salazar	10/07/2011 11:36 AM

Form Started By: SANDRA DELEON Started On: 10/05/2011 11:35 AM

Final Approval Date: 10/07/2011

ANNEX G

LAW ENFORCEMENT

HIDALGO COUNTY

_____

Jurisdiction

APPROVAL & IMPLEMENTATION

Annex G

Law Enforcement

_____ _____

Signature Date

_____ _____

Signature Date

RECORD OF CHANGES

Annex G

Law Enforcement

Change #	Date of Change	Entered By	Date Entered

ANNEX G

LAW ENFORCEMENT

I. AUTHORITY

See Section 1 of the Basic Plan for general authorities.

II. PURPOSE

The purpose of this annex is to define the organization, operational concepts, responsibilities, and procedures to accomplish emergency law enforcement requirements. This annex is applicable to all agencies, organizations and personnel assigned law enforcement functional responsibilities.

III. EXPLANATION OF TERMS

A. Acronyms

DDC	Disaster District Committee
DPS	Department of Public Safety
EMC	Emergency Management Coordinator
EOC	Emergency Operations or Operating Center
FBI	Federal Bureau of Investigation
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
JFO	Joint Field Office
JIC	Joint Information Center
JOC	Joint Operations Center
NIMS	National Incident Management System
NRP	National Response Plan
PIO	Public Information Officer
SOC	State Operations Center
SOPs	Standard Operating Procedures
UC	Unified Command

B. Definitions

1. Anti-terrorism Activities. Use of defensive methods, including intelligence collection, investigation, passive protection of facilities, implementation of physical and personnel security programs, and emergency planning, to combat terrorism.

2. Consequence Management. Measures taken to protect public health and safety, restore essential government services, and provide emergency relief to governments, businesses, and individuals affected by the consequences of terrorism. Emergency management agencies normally have the lead role in consequence management.

3. Counter-terrorism Activities. Use of offensive measures to combat terrorism, such as use of law enforcement and military resources to neutralize terrorist operations.

4. Crisis Management. Measures taken to define the threat and identify terrorists, prevent terrorist acts, resolve terrorist incidents, investigate such incidents, and apprehend those responsible. Law enforcement agencies will normally take the lead role in crisis management.

5. Hazmat. Hazardous materials. The National Response Plan (NRP) defines Hazmat as a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (see 49 CFR 171.8). The term is also intended to mean hazardous substances, pollutants, and contaminants as defined by the National Oil and Hazardous Substances Pollution Contingency Plan.

6. Incident Action Plan. An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

7. National Incident Management System (NIMS). The NIMS provides a consistent nationwide approach for Federal, State, territorial, tribal, and local governments to work effectively and efficiently together to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size, or complexity.

8. National Response Plan (NRP). An all-discipline, all-hazards plan that establishes a single comprehensive framework for the management of domestic incidents. It provides the structure and mechanisms for the coordination of Federal support to State and local and tribal incident managers and for exercising direct Federal authorities and responsibilities.

9. Terrorist Incident. According to the National Response Plan (NRP), a terrorist incident is any activity that (1) involves an act that (a) is dangerous to human life or potentially destructive of critical infrastructure or key resources; and (b) is a violation of the criminal laws of the United State or of any State or other subdivision of the United States; and (2) appears to be intended (a) to intimidate or coerce a civilian population; (b) to influence the policy of a government by intimidation or coercion; or (c) to affect the conduct of a government by mass destruction, assassination, or kidnapping.

IV. SITUATION & ASSUMPTIONS

A. Situation

1. Law enforcement agencies are expected to continue their efforts to protect lives and property during emergency situations.

2. During large-scale emergencies and major disasters, law enforcement agencies may be required to expand their operations and undertake certain tasks that are not performed on a day-to-day basis.

3. Large-scale emergencies and acts of terrorism may adversely impact law enforcement personnel, equipment, and facilities.

B. Assumptions

1. During large-scale emergency situations, some normal law enforcement activities may be temporarily reduced in order to provide resources to respond to the emergency situation.

2. During large-scale evacuations, law enforcement support may be needed to control traffic. In the aftermath of an evacuation, security must be provided for areas that have been evacuated to protect property and deter theft.

3. In the aftermath of a disaster, it may be necessary to control access to damaged areas to protect public health and safety and deter theft.

4. If there is a threat of terrorism or civil disturbance, key local facilities that house government operations or provide essential services to the public may require protection.

V. CONCEPT OF OPERATIONS

A. General

1. Local law enforcement agencies have the primary responsibility for enforcing laws and protecting lives and property during emergencies. Our law enforcement resources include:

   a. The Sheriff's Office and its reserves.
   b. The Constables of Hidalgo County, who shall, when requested by the Sheriff, augment the Sheriff's Office during major emergencies.

2. Our law enforcement emergency response operations are in accordance with National Incident Management System (NIMS), which employs two levels of incident management structures.

   a. The Incident Command System (ICS) includes a core set of concepts, principles, and terminology applicable to single or multiple incidents regardless of their scope.

b. Multi-agency Coordination Systems integrate a combination of facilities, equipment, personnel, procedures, and communications into a common framework, which allows for the coordination and support of incident management.

3. Many of the tasks required of law enforcement during emergency operations are simply an expansion of normal daily responsibilities. These responsibilities include enforcing laws, maintaining order, traffic control, and crowd control.

4. During emergency situations, law enforcement may be called on to undertake a number of tasks not typically performed on daily basis, including protecting key facilities, enforcing curfews and restrictions on the sales of certain products, and controlling access to damaged areas.

B. Implementation of NIMS/ICS

1. The first official responder on the scene of an emergency situation should initiate the ICS and establish an ICP. As other responders arrive, the individual most qualified to deal with the specific situation present should serve as the IC. The IC will direct and control responding resources and designate emergency operating areas. The EOC will generally not be activated.

2. During major emergencies, disasters, or catastrophic incidents, it may be necessary to transition from the normal ICS structure to a Multiagency Coordination System. The EOC is central to this System, and functions as a conduit for coordinating information and resources. The IC will manage and direct the on-scene response from the ICP. The EOC will mobilize and deploy resources for use by the IC, coordinate external resource and technical support, research problems, provide information to senior managers, disseminate emergency public information, and perform other tasks to support on-scene operations.

C. Law Enforcement

1. Law enforcement personnel are expected to enforce the laws and regulations during emergency situations in the same way that they do on a daily basis.

2. During emergency situations, particularly major disasters, some disaster-related laws and regulations may be put into effect for a limited period; these must also be enforced by local law enforcement agencies. When a disaster threatens or has occurred, the County Judge may issue a disaster declaration. The County Judge may then issue an order or the Commissioner's Court may enact an emergency [order/ordinance] suspending other [orders/ ordinances] and/or putting into effect temporary emergency regulations. Appendix 5 to Annex U, Legal, outlines the types of emergency measures that may be promulgated.

D. Evacuation Operations

1. State law provides a county judge or mayor with the authority to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions. Hence, the County Judge may order a mandatory evacuation of our County, upon issuing a local disaster declaration. The County Judge may also take subsequent action to control re-entry, curtail movement, and deny building occupancy

within a disaster area. Law enforcement agencies have the lead role in planning and conducting evacuations. See Annex E, Evacuation, for more detailed information on this emergency function.

2. Evacuation may be expedient or preplanned. Evacuation preplanning should be performed for those geographic areas known to be at risk from specific hazards. Such risk areas include hurricane risk areas, areas subject to recurrent flooding, areas downstream from unsafe dams, and areas at risk from a release of hazardous materials from facilities that make, use, or store such materials.

   a. Expedient Evacuation

      Expedient evacuations are evacuations that must be conducted with little notice, frequently in response to a request from the Incident Commander at the scene.

   b. Preplanned Evacuation

      For known risk areas, evacuation preplanning will be conducted and primary and alternate evacuation routes identified as part of this plan. Such evacuation preplanning should involve the emergency management staff and other emergency services. Known hazardous materials risk areas and the evacuation routes from those areas shall be described in Annex Q, Hazardous Materials & Oil Spill Response. Other known risk areas and the evacuation routes from those areas shall be described in Annex E, Evacuation. The County Judge will normally initiate preplanned evacuations.

   c. During evacuations, law enforcement will:

      1) Determine preferred evacuation routes, based on the status of preplanned primary and alternate routes and the current situation.
      2) Provide information on evacuation routes to the Public Information Officer (PIO) for dissemination to the public through the media.
      3) Alert those in the affected area who have not been warned by other means.
      4) Deploy units to direct and control traffic.
      5) If the evacuation of correctional facilities becomes necessary, provide security support for such operations.
      6) If time permits, alter traffic signal timing and request that Road and Bridge Department deploy signs and other traffic control devices to expedite the flow of traffic.
      7) Notify adjacent jurisdictions that may be affected by the evacuation, preferably before the evacuation commences.
      8) Monitor traffic flow and resolve problems; report evacuation progress to the Emergency Operating Center (EOC).
      9) Provide appropriate road condition information and travel recommendations to the public through the PIO.

10) For large-scale evacuations, ensure that there are provisions to remove disabled vehicles or those that run out of fuel from evacuation routes in a timely manner.

E. Warning

1. The Sheriff's Office has primary responsibility for the warning function and operates the local warning system. See Annex A, Warning, for further information on this emergency function.

2. Law enforcement agencies and other emergency services may be required to disseminate emergency warnings to the public who cannot be reached by primary warning systems, such as outdoor warning sirens and the Emergency Alert System. In most areas, law enforcement units and other vehicles equipped with sirens and public address systems can be used for route alerting. In some areas, such as large office or residential buildings, door-to-door warning may be necessary.

F. Area Security and Incident Scene Control

1. Incident Scene Control

   In response to a request from the Incident Commander, the Sheriff's Office will provide traffic control and perimeter control at incident scenes, including hazmat spills, major fires and explosions, and other types of incidents.

2. Security for Evacuated Areas

   In an evacuation, the security of evacuated areas is extremely important. Those who have evacuated may not do so in the future if their property has been damaged or stolen during their absence. Experience has shown that law enforcement agencies must provide security in evacuated areas to minimize looting. Access to such areas will be controlled by roadblocks and, where appropriate, barricades. Access controls should be supplemented by periodic roving patrols, particularly within areas that are readily accessible by persons on foot.

3. Access Control and Security for Damaged Areas

   a. In areas that have suffered damage, access must be controlled to protect health and safety, as well as to protect property. When a county judge or mayor has issued a local disaster declaration, he or she may take action to control re-entry into a stricken area and the movement of people and occupancy of buildings within a disaster area. Law enforcement agencies will control access to such areas with roadblocks and, where appropriate, barricades. Access controls should be supplemented by periodic roving patrols, particularly within areas that are readily accessible by persons on foot. Re-entry to damaged areas will generally be conducted in the three phases outlined below:

      1) Phase One – Emergency Workers. Admit police, fire, EMS, utility crews, emergency management personnel, building inspectors, limited media, state and federal response agencies.

2) Phase Two – Concerned Parties. Admit homeowners, business owners, insurance agents, media, and contractors making temporary repairs. The following conditions should prevail before these individuals are authorized to enter the damaged area:

(a) The threat that caused the evacuation has been resolved.
(b) Sufficient debris has been removed to permit travel and roads and bridges are safe to use.
(c) Downed power lines have been removed; ruptured gas, water, and sewer lines have been repaired or rendered safe; and other significant safety hazards have been eliminated.
(d) Structures have been inspected and those unsafe to enter are so marked.
(e) Some means of fire protection is available.

3) Phase Three – General Public.

4. Guidance for Personnel Staffing Access Control Points

a. To ensure consistent treatment, personnel staffing access control points shall be provided with clear written guidance on who may be admitted to damaged areas in each phase or reentry. This guidance should be formulated by the law enforcement staff, coordinated by the EMC, and approved by the County Judge.

b. A pass or permit system may be implemented to simplify regular ingress and egress. If a pass or permit system is used, passes or permits and appropriate written instructions for their use should be developed by the law enforcement staff, coordinated by the EMC, and approved by the County Judge. Copies should be provided to all personnel staffing access control points. Common sense suggests that identification cards issued by government, utilities, insurance companies, and the media to their employees be honored as passes or permits for those individuals, unless questions arise regarding their authenticity.

G. Security of Key Facilities

1. There are a number of public and private facilities that must remain in operation during and after an emergency situation to provide essential services to the public. These include selected government direction and control facilities, operating locations for emergency response units, utilities, medical facilities, food suppliers, and key communications services. When there is a credible threat to these facilities that threatens to disrupt continuity of government or provision of essential services to the public, law enforcement may be requested to provide security for these key facilities. A list of key facilities is provided in Appendix 1 to this annex.

2. In the event there is a credible threat of terrorist action within the State of Texas, the State Operations Center may provide an alert to the DDC located in McAllen requesting an increase of security personnel at the critical infrastructure facilities (listed in Appendix

1) and other potential targets throughout the affected jurisdiction(s). Law enforcement personnel shall then alert the appropriate officials, who shall review the potential emergency situation, plans, and procedures, and implement appropriate readiness actions as determined by the County Judge, EMC, and/or appropriate facility personnel]. See Annex V, Terrorist Incident Response, and Readiness Levels for a complete description of readiness actions.

H. Terrorism Incident Response

1. Crisis Management

Law enforcement agencies have the lead in terrorism crisis management activities. Pre-incident crisis management activities include efforts to define the threat, identify terrorists, and prevent terrorist acts. Post incident crisis management activities include efforts to resolve the terrorist incident, investigate it, and apprehend those responsible. The Sheriff's Office has the lead local role in terrorism crisis management and will coordinate its efforts with state and federal law enforcement agencies as appropriate. Refer to Annex V, Terrorist Incident Response, for more information on the response to terrorist threats and activities. The requirements of crisis management and consequence management are combined in the National Response Plan.

2. Consequence Management

Consequence management activities undertaken to deal with effects of a terrorist incident are conducted in essentially the same manner as the response and recovery operations for other emergencies or disasters. Post-incident crisis management activities, such as investigation, evidence gathering, and pursuit of suspects, may continue during consequence management. The lead agencies for crisis management and consequence management should mutually determine when crisis management activities are complete. The lead role in terrorism consequence management may be assigned to one of several local departments or agencies, depending on the type of incident that has occurred. Law enforcement agencies will typically play a significant supporting role in the conduct of consequence management activities. The requirements of crisis management and consequence management are combined in the National Response Plan.

I. Disaster Reconnaissance

In the immediate aftermath of an emergency situation, the Incident Commander or the EOC staff may request law enforcement units to conduct reconnaissance to identify specified areas affected and provide an initial estimate of damages. Timely initial disaster reconnaissance, also referred to as a windshield survey, is important in deciding what assistance is needed immediately and where limited resources should be initially committed.

J. External Assistance

If local law enforcement resources and those available through inter-local agreements are insufficient to deal with an emergency situation, local officials may request support from the State using the procedures outlined in Section V of the Basic Plan. Cities must seek assistance from their county before requesting resource assistance from the State.

K. Actions By Phases of Emergency Management

1. Prevention

   a. Operate a local warning system (see Annex A, Warning).
   b. Carry out anti-terrorist activities (see Annex V, Terrorist Incident Response).
   c. Avoid locating correctional facilities in known hazard areas so as to preclude the need for evacuation during emergency situations.

2. Preparedness

   a. Review and update plans and procedures.
   b. Identify preplanned evacuation routes for known risk areas and prepare traffic control plans.
   c. Identify key facilities and determine possible security requirements.
   d. Develop communications systems that provide for connectivity of all local law enforcement agencies and external agencies that may respond pursuant to inter-local agreements.
   e. Train primary and auxiliary law enforcement personnel to conduct emergency operations.
   f. Identify and train law enforcement personnel to staff the EOC and ICP.
   g. Conduct drills and exercises to test plans, procedures, and training.

3. Response

   a. Maintain law and order.
   b. Carry out backup warning (see Annex A, Warning).
   c. Perform traffic control for evacuations (see Annex E, Evacuation) and other appropriate situations.
   d. Carry out crowd control where needed.
   e. Provide security for key facilities (See Appendix 1 to this annex).
   f. Provide security for evacuated areas.
   g. Provide security for shelter and mass care facilities.
   h. Conduct counter-terrorism operations.
   i. Conduct initial disaster reconnaissance.
   j. Support other emergency operations.

4. Recovery

   a. Continue security operations as needed.
   b. Perform traffic control for return of evacuees, if needed.
   c. Provide access control for damaged areas, issuing passes/permits if required.
   d. Assist in damage assessment.

VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBLITIES

A. General

Our normal emergency organization, described in Section VI.A of the Basic Plan and depicted in Attachment 3 to the Basic Plan, will plan and carry out law enforcement operations.

B. Task Assignments

1. Sheriff's Office will:

   a. Prepare law enforcement inter-local agreements.
   b. Maintain law and order during emergency situations.
   c. Plan, direct, and control evacuations (see Annex E).
   d. Provide security for key facilities.
   e. Protect property in evacuated areas.
   f. Provide access control to damaged areas.
   g. Carry out traffic control when and where needed.
   h. Provide crowd control when needed.
   i. Manage the local warning system (see Annex A).
   j. Manage the local emergency communications network (see Annex B).
   k. Conduct counter-terrorism and anti-terrorist operations.
   l. Support search and rescue operations (see Annex R).
   m. Assist in hazardous materials incidents (See Annex Q).
   n. Provide security for shelter and mass care operations (See Annex C).
   o. If necessary, evacuate prisoners from the jail to another suitable facility.
   p. Provide qualified individuals to staff the EOC and ICPs when those facilities are activated.
   q. Support other emergency functions as necessary.

2. Constables will:

   Upon request of the Sheriff, augment the Sheriff's Office during major emergencies.

3. Constables will:

   Upon request of the County Sheriff, augment the Sheriff's Department during major emergencies.

4. The Incident Commander will:

   a. Establish an incident command post (ICP) and control and direct emergency response resources at the incident scene from that ICP to resolve the incident.
   b. Provide an initial incident assessment, request additional resources if needed, and provide periodic updates to the EOC.
   c. Establish a specific division of responsibilities between the incident command operation and the EOC, if the EOC has been activated.
   d. Determine and implement initial protective actions for emergency responders and the public in the vicinity of the incident site.

5. Hidalgo County Precincts (Road and Bridge) will:

a. Upon request, place traffic control devices to facilitate evacuation travel.
b. Assist in keeping evacuation routes open.
c. Upon request, provide barricades and barriers to restrict entry to evacuated and damaged areas.

6. County Attorney will:

   Upon request, advise law enforcement agencies regarding the emergency powers of local government and their potential impact on law enforcement requirements during emergency situations.

VII. DIRECTION & CONTROL

A. General

1. Routine law enforcement operations may continue during some emergency situations. Direction and control of such operations will be by those that normally direct and control day-to-day operations.

2. For most emergency situations, an Incident Commander will establish an ICP at the scene and direct and control emergency operations at incident site from that command post; law enforcement and other resources committed to the incident will carry out missions assigned by the Incident Commander. The Incident Commander will be assisted by a staff with the expertise and of a size required for the tasks to be performed. The individual most qualified to deal with the specific type of emergency situation present should serve as the Incident Commander. Hence, for incidents that primarily involve a law enforcement matter, the senior law enforcement officer present will typically serve as the Incident Commander.

3. In some situations, the EOC may be activated without an incident command operation. This type of organizational arrangement is most likely when: (a) a hazard threatens, but has not yet impacted the local area (such as a predicted flood), or (b) when a generalized threat exists and there is no identifiable incident site (as may be the case for a terrorist threat). During these situations, a senior law enforcement officer will normally direct the combined efforts of local law enforcement agencies from the EOC, receiving general guidance from the County Judge, and coordinating as necessary with the law enforcement agencies concerned and other emergency functions.

4. External response agencies are expected to conform to the general guidance provided by our senior decision-makers and carry out mission assignments directed by the Incident Commander or the EOC. However, organized response units will normally work under the immediate control of their own supervisors.

B. Incident Command System- EOC Interface

If both the EOC and an ICP are operating, the Incident Commander and the EOC must agree upon a specific division of responsibilities for emergency response activities to avoid duplication of effort and conflicting guidance and direction. The EOC and the ICP must maintain a regular two-way information flow. A general division of responsibilities between the ICP and the EOC that can be used as a basis for more specific agreement is provided in Section V of Annex N, Direction & Control.

C. Continuity of Government

The line of succession for the Sheriff is:

1. Sheriff
2. Chief Deputy
3. Commander
4. Captain

VIII. READINESS LEVELS

A. Readiness Level IV – Normal Conditions

1. Review and update plans and SOPs.
2. Maintain list of law enforcement resources (see Annex M).
3. Develop and update a list of key facilities that may require security during emergency situations. See Appendix 1 to this annex.
4. Maintain and periodically test equipment.
5. Conduct appropriate training, drills, and exercises.
6. Identify potential evacuation, traffic control and security issues and estimate law enforcement requirements.
7. Develop tentative task assignments and identify potential resource shortfalls.

B. Readiness Level III – Increased Readiness

1. Check readiness of law enforcement equipment, supplies and facilities.
2. Correct equipment and facility deficiencies.
3. Correct shortages of essential supplies.
4. Update incident notification and staff recall rosters.
5. Notify key personnel of possible emergency operations.
6. Update information on key facilities and related security requirements.
7. If evacuation of correctional facilities may be required, review procedures for relocating prisoners and determine availability of required specialized equipment.

C. Readiness Level II – High Readiness

1. Alert personnel to the possibility of emergency duty.
2. Place selected personnel and equipment on standby.
3. Alert reserve/auxiliary personnel.
4. Identify personnel to staff the EOC and ICP if those facilities are activated.
5. Alert external resources covered by inter-local agreements.

D. Readiness Level I – Maximum Readiness

1. Mobilize selected law enforcement personnel.
2. Consider precautionary deployment of equipment and personnel to enhance response time.
3. If an evacuation has been recommended or spontaneous evacuation is taking place, activate traffic control plans and deploy traffic control resources.
4. Dispatch law enforcement representative(s) to the EOC when activated.
5. Provide increased security at key facilities if needed.

IX. ADMINISTRATION & SUPPORT

A. Reporting

In addition to reports that may be required by their parent organization, law enforcement elements participating in emergency operations should provide appropriate situation reports to the Incident Commander, or if an incident command operation has not been established, to the EOC. The Incident Commander will forward periodic reports to the EOC. Pertinent information will be incorporated into the Initial Emergency Report and the periodic Situation Report that is prepared and disseminated to key officials, other affected jurisdictions, and state agencies during major emergency operations. The essential elements of information for the Initial Emergency Report and the Situation Report are outlined in Appendices 2 and 3 to Annex N (Direction and Control).

B. Records

1. Activity Logs. The Incident Commander and, if activated, the EOC, shall maintain accurate logs recording significant operational activities, the commitment of resources, and other information relating to emergency response and recovery operations. See Section IX.B of Annex N, Direction and Control, for more information on the types of information that should be recorded in activity logs.

2. Documentation of Costs. Expenses incurred in carrying out emergency response operations for certain hazards, such as radiological accidents or hazardous materials incidents, may be recoverable from the responsible party. Hence, all departments and agencies will maintain records of personnel and equipment used and supplies consumed during large-scale law emergency operations.

C. Post Incident Review

For large-scale emergency operations, the EMC shall organize and conduct a review of emergency operations in accordance with the guidance provided in Section IX.E of the Basic Plan. The purpose of this review is to identify needed improvements in this annex, procedures, facilities, and equipment. Law enforcement personnel who participated in the operations should participate in the review.

D. Communications

General emergency communications capabilities and connectivity are discussed and depicted in Annex B, Communications. The communications connectivity of law enforcement agencies is depicted in Appendix 2 to this annex.

E. Resources

A listing of law enforcement resources is provided in Annex M, Resource Management.

F. Key Facilities

A listing of key facilities that may require security during emergency situations is provided in Appendix 1 to this annex.

X. ANNEX DEVELOPMENT & MAINTENANCE

A. The Sheriff is responsible for developing and maintaining this annex. Recommended changes to this annex should be forwarded as needs become apparent.

B. This annex will be revised annually and updated in accordance with the schedule outlined in Section X of the Basic Plan.

C. Departments and agencies assigned responsibilities in this annex are responsible for developing and maintaining SOPs covering those responsibilities.

XI. REFERENCES

A. Annex A (Warning) to the *State of Texas Emergency Management Plan*

B. Annex E (Evacuation) to the *State of Texas Emergency Management Plan*

C. Annex G (Law Enforcement) to the *State of Texas Emergency Management Plan*

D. Annex V (Terrorist Incident Response) to the *State of Texas Emergency Management Plan*

APPENDICES

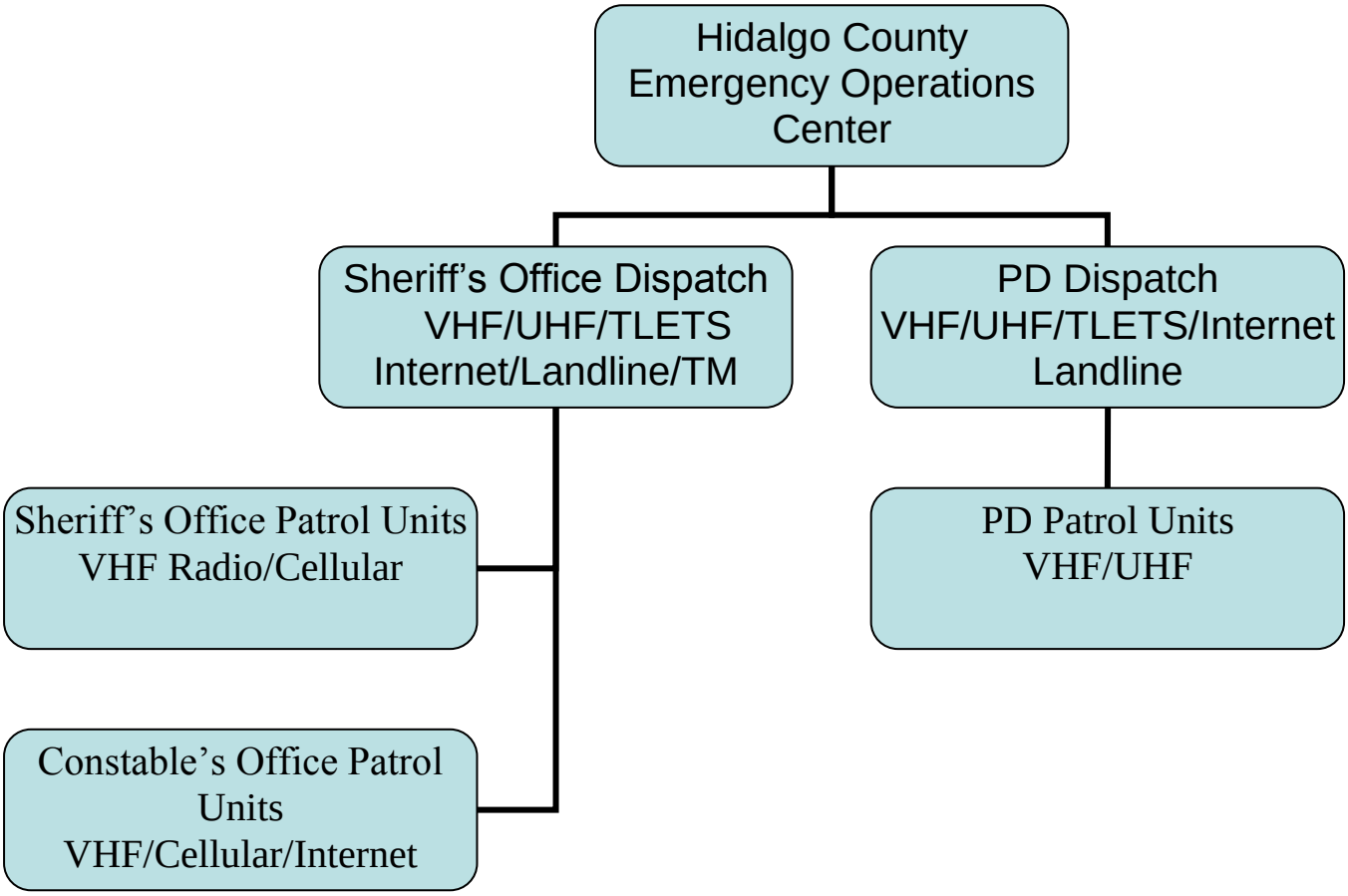
Appendix 1 .....Key Facilities

Appendix 2 .....Law Enforcement Communications Diagram

KEY FACILITIES

FACILITY NAME	ADDRESS	POINT OF CONTACT
Govt. Direction & Control	100 E. Cano Ediburg, Tx.	Hidalgo County Judge
Emergency Response	100 E. Cano, Edinburg	EMC
Sheriff's Office	711 El Cíbolo Rd., Edinburg 956-393-6000 956-393-6179 fax - admin	Sheriff 956-393-6002 956-457-1696 cell 956-259-3226 pager
Medical Facilities	1304 S. 25th St., Edinburg, Tx.	Hidalgo County Health Department Director
Communications	711 El Cibolo Rd., Ediburg	Sheriff's Department
Sheriff's Office Dispatch	711 El Cíbolo Rd., Edinburg 956-393-6097	Communications Lieutenant
Major Food Suppliers	Various Locations in Hidalgo County	HEB
	Various Locations in Hidalgo County	Wal-Mart
Other		
County Jail	711 El Cíbolo Rd., Edinburg 956-381-7900 956-381-7903 fax	Sheriff / Jail Administrator 956-381-7904

LAW ENFORCEMENT COMMUNICATIONS DIAGRAM



ANNEX J

RECOVERY

HIDALGO COUNTY

Jurisdiction

APPROVAL & IMPLEMENTATION

Annex J

Recovery

Signature	Date
Signature	Date

RECORD OF CHANGES

Annex J

Recovery

Change #	Date of Change	Entered By	Date Entered

ANNEX J

RECOVERY

I. AUTHORITY

A. See Section I of the Basic Plan.

B. Public Law 93-28, Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended.

C. Title 44 (Emergency Management and Assistance), Code of Federal Regulations.

II. PURPOSE

The purpose of this annex is to define the operational concepts, organizational arrangements, responsibilities, and procedures to accomplish the tasks required for the local government and its citizens and businesses to recover from a major emergency or disaster.

III. EXPLANATION OF TERMS

A. Acronyms

CFR	Code of Federal Regulations
GDEM	Governor's Division of Emergency Management
JFO	Joint Field Office
DRC	Disaster Recovery Center
DSO	Disaster Summary Outline
FEMA	Federal Emergency Management Agency
JIC	Joint Information Center
IA	Individual Assistance
PA	Public Assistance
PDA	Preliminary Damage Assessment
PIO	Public Information Officer
PW	Project Worksheet
RLO	(GDEM) Regional Liaison Officer
SBA	Small Business Administration
SOP	Standard Operating Procedure

B. Definitions

1. Individual Assistance. Programs providing financial assistance to individuals, families, and business owners in declared disaster areas whose property has been damaged or destroyed and whose losses are not covered by insurance.

2. Public Assistance. Financial assistance to repair facilities and infrastructure provided to governments, public institutions, and certain private non-profit agencies that provide essential services of a governmental nature.

3. Stafford Act. The Robert T. Stafford Disaster Relief and Emergency Assistance Act.

4. Primary and Secondary Agents. The individuals who will be representing the jurisdiction in the grant process.

5. Project Worksheet. A FEMA document that lists the specifications of an approved PA project.

IV. SITUATION & ASSUMPTIONS

A. Situation

1. As identified in the County Hazard Analysis, which is summarized in Section IV of the Basic Plan, this jurisdiction is at risk from a number of hazards that have the potential for causing extensive property damage. In the event that such damage occurs, planned damage assessment and recovery procedures are essential for returning the community to normal after a major emergency or disaster.

2. The Stafford Act authorizes federal disaster assistance to individuals and to governmental entities in the aftermath of a major emergency or disaster and outlines the types of assistance that may be made available. The majority of federal disaster assistance programs are administered by state agencies.

3. The State of Texas does not have a specific disaster assistance program for individuals and local governments similar to the Stafford Act. Pursuant to provisions of the Texas Disaster Act, state agencies frequently provide assistance to local governments in the aftermath of a disaster.

4. Federal assistance is governed by the Stafford Act and 44 CFR, part 206.

B. Assumptions

1. Adopting and enforcing land use regulations can reduce much of the structural damage which would otherwise result from a disaster.

2. We must be prepared to deal with a major emergency or disaster until outside help arrives.

3. Timely and accurate damage assessment to private and public property forms the basis for requesting state and federal assistance for citizens (Individual Assistance or IA) and for repairs to infrastructure (Public Assistance or PA) and should be a vital concern to local officials following a disaster.

4. State and federal assistance may be requested to assist citizens or government entities. State assistance is typically in the form of operational support such as equipment, manpower, or technical assistance. Federal assistance, if approved, will generally be in the form of financial reimbursement and will require considerable paperwork and take some time to deliver.

5. Volunteer organizations will be available to assist citizens in meeting some basic needs, but they may not provide all needed assistance.

6. Damage assessment and recovery operations may commence while some emergency response activities are still underway.

V. CONCEPT OF OPERATIONS

A. General

Our disaster recovery program will be conducted in five steps:

1. Pre-Emergency Preparedness. Prior to an emergency, this annex shall be developed and maintained and key recovery staff members appointed, including the Damage Assessment Officer, Public Assistance Officer, and Individual Assistance Officer. These individuals shall obtain training and develop operating procedures for recovery activities. Requirements for personnel to staff damage assessment teams and assist in recovery programs shall be determined and basic training provided.

2. Initial Damage Assessment. An initial damage assessment is required to support our request for state and federal assistance. This assessment will be conducted as soon as possible, often while some emergency response activities are still underway. Local damage assessment teams will carry out the initial assessment under the direction of the Damage Assessment Officer. During this phase, the County Judge should declare a local state of disaster, as such a declaration allows local officials to invoke emergency powers to deal with the disaster and is required to obtain state and federal disaster recovery assistance. Guidance on issuing a local disaster declaration is provided in Annex U, Legal. Section V.B below provides amplifying information on the initial damage assessment process.

3. Requesting Assistance. State and federal disaster assistance must be requested in a letter to the Governor, which must be accompanied by a DSO reporting the results of the initial damage assessment and the local disaster declaration. Based on the information contained in the DSO and other information, the Governor may issue a state disaster declaration for the affected area and may request that the President issue a federal disaster declaration. Refer to Section V.C for specific procedures on requesting assistance.

4. Short Term Recovery Activities. Prior to a federal disaster or major emergency declaration, state disaster response and recovery assistance, which typically consists of equipment, personnel, and technical assistance, may be deployed as soon as it is requested through the DDC in McAllen. During the initial stages of recovery, state agencies and volunteer groups may assist disaster victims with basic needs, such as temporary shelter, food, and clothing. A local donations management program may be activated to distribute donated goods and funds to disaster victims and assign volunteer workers to assist victims and local government. See Annex O, Human Services, and Annex T, Donations Management, regarding these programs.

5. Post-Declaration Recovery Programs. Recovery programs authorized by the Stafford Act and other statutes begin when the President issues a disaster or major emergency declaration or other types of disaster declarations are issued. See Section V.D below regarding these programs.

B. Damage Assessment

1. An extensive detailed damage assessment is the basis of most recovery programs at the state and federal levels. The County is responsible for compiling the necessary information regarding the loss of life, injuries, and property damage. Appraised value information should be obtained from the Central Appraisal District.

2. The Damage Assessment Officer will manage the damage assessment function by organizing, training, and employing a Damage Assessment Team composed of local personnel.

3. Damage Assessment Teams

   There will be two types of damage assessment teams. PA teams will survey damage to government property and private non-profit organizations. IA teams will assess impact on citizens and businesses. Each team will have a designated team leader who will compile and report team findings to the Damage Assessment Officer.

   a. PA Team. This team will assess damage to publicly owned property. Damage will be reported in terms of dollars and impacts in the following categories:

      1) Emergency services
      2) Debris removal and disposal
      3) Roadways and bridges
      4) Water control facilities
      5) Buildings, equipment, and vehicles
      6) Publicly owned utilities
      7) Parks and recreational facilities

   b. IA Team. This team will survey damage to homes and businesses.

      1) Homes. The DSO form (DEM-93), included in Appendix 1 to this annex and in the Forms section of the GDEM *Disaster Recovery Manual* (DEM-62) provides a matrix used to report the following information:

         a) Damage to homes will be categorized by:

            (1) Type of housing unit: single family, mobile homes, multi-family units.
            (2) Type of damage: destroyed, major damage, minor damage, affected

         b) For each type of housing unit, an estimate of average percent of units covered by insurance must be provided.

      2) Businesses.

         a) The *Business Losses/Impacts* section of the DSO (see Appendix 1) should be used to report business damages to the state officials.

         b) In addition to the information on the DSO, the following should also be obtained using the Site Assessment-Business Losses form (see Appendix 2). This information will be needed should our jurisdiction not qualify for FEMA assistance.

1) Business name and address
2) Owner's name and phone number
3) Type of business
4) Estimated dollar loss
5) Amount of anticipated insurance
6) Value of business
7) Fair replacement value of
   (a) Contents
   (b) Structure
   (c) Land
8) Number of employees
9) Number of employees for which unemployment insurance is carried
10) Estimated number of days out of operation
11) Percent of uninsured loss

C. Requesting Assistance

Requests for assistance should be forwarded to GDEM within 10 days of the disaster to allow state officials adequate time to prepare the necessary documentation required for a declaration.

1. The County Judge should:

   a. Prepare a letter to the Governor requesting assistance (samples are included in the *Disaster Recovery Manual*) and attach:

      1) A DSO for incorporated areas of the county, if such areas suffered damage.
      2) A consolidated DSO reflecting data from all cities and unincorporated areas that suffered damage.
      3) A disaster declaration for the county if unincorporated areas suffered damage. See Annex U, Legal, for guidance on preparing a disaster declaration.
      4) All letters from mayors with their attached DSOs and disaster declarations.

   b. Forward the foregoing to GDEM. Fax a copy of the package and send the original documents by mail. GDEM's address and fax number are printed on the DSO form.

3. GDEM will review the information submitted, coordinate with the Governor's Office regarding the request, and maintain contact with the County Judge as the request is processed.

4. If local damages appear to exceed the state and local capability to recover, GDEM will contact the FEMA regional office and arrange for federal, state, and local personnel to conduct a preliminary damage assessment. If the results of that assessment confirm that the severity of the disaster is beyond state and local capabilities and federal assistance appears warranted, the Governor will forward a request for assistance to the President through FEMA.

D. Post-Declaration Emergency Programs

1. Presidential Disaster Declaration.

When a federal disaster declaration is issued, federal recovery programs are initiated,

state and federal recovery staffs are deployed and recovery facilities are established. A JFO staffed by state and federal personnel will normally be established in the vicinity of the disaster area to administer recovery programs. One or more DRCs staffed by state and federal agency personnel may be established to assist disaster victims in obtaining assistance; mobile DRCs may also be employed.

a. Individual Assistance.

1) The FEMA Teleregistration System is activated so that disaster victims may register by phone for federal disaster assistance.

2) Federal, state, and local personnel conduct follow-up damage assessments.

3) State and federal Outreach programs for disaster victims are initiated.

4) Individual assistance activities for citizens and businesses may continue for months.

b. Public Assistance

1) Public assistance is provided to repair or rebuild public facilities affected by a disaster, including buildings, state or local roads and bridges, water supply and sewage treatment, flood control systems, airports, and publicly-owned electric utilities. Public assistance is also available to repair or rebuild schools and public recreation facilities.

2) As reconstructing infrastructure may require demolition and site cleanup, design and engineering work, the letting of bids, and a lengthy construction period, public assistance programs typically continue over a period of years.

3) Virtually all federal public assistance programs are on a cost share basis. The federal government picks up a large percentage of the costs, but local government must cover the remainder. Hence, it is particularly important to maintain complete and accurate records of local response and recovery expenses.

2. Other Assistance

a. SBA Disaster Declarations.

If the emergency situation does not meet the criteria for a Presidential disaster declaration, assistance in the form of loans may be available from the SBA. Information on SBA declarations is provided in the *Disaster Recovery Manual.*

b. Agricultural Disaster Declarations.

The Secretary of Agriculture is authorized to make agricultural disaster declarations for weather-related crop losses. When such declarations are made, farmers and ranchers become eligible for an emergency loan program. For information on agricultural disaster declarations, see the *Disaster Recovery Manual*.

c. Other State Programs.

Limited assistance may be available through other state agencies.

E. Actions by Phases of Emergency Management

1. Mitigation

   a. Develop and enforce adequate building codes.
   b. Develop and enforce adequate land use regulations.
   c. Develop hazard analysis.
   d. Develop potential mitigation measure to address the hazards identified in the analysis.

2. Preparedness

   a. Assess disaster risk to government facilities from likely hazards and take measures to reduce the vulnerability of facilities.
   b. Identify damage assessment team members.
   c. Train personnel in damage assessment techniques.
   d. Maintain pre-disaster maps, photos, and other documents for damage assessment purposes.
   e. Identify critical facilities requiring priority repairs if damaged.
   f. Ensure that key local officials are familiar with jurisdiction's insurance coverage.
   g. Conduct public education on disaster preparedness.
   h. Conduct exercises.

3. Response

   a. Gather damage reports.
   b. Compile damage assessment reports.
   c. Complete DSO.
   d. Keep complete records of all expenses.

4. Recovery

   a. Identify unsafe structures and recommend condemnation.
   b. Monitor restoration activities.
   c. Review building codes and land use regulations for possible improvements.
   d. Communicate effectively with disaster victims.

VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. The County organization for disaster recovery includes the general emergency structure described in Section VI of the Basic Plan and the additional recovery positions described in this annex.

2. The EMC shall coordinate recovery efforts. The EMC will serve as the Damage Assessment Officer or designate an individual to serve in that capacity.

3. All departments and agencies may be called on to provide staff support for damage assessment and recovery activities.

B. Assignment of Responsibilities

1. The County Judge will:

   a. Oversee the local disaster recovery program, including pre-disaster planning and post-disaster implementation.

   b. Appoint an Individual Assistance Officer, Public Assistance Officer, and Recovery Fiscal Officer who will carry out specific recovery program activities and report to the EMC.

   c. In the aftermath of a disaster:

      1) Review damage assessments and request state and federal disaster assistance if recovery from the disaster requires assistance beyond that which local government can provide.

      2) Participate in recovery program briefings and periodic reviews.

      3) Monitor and provide general guidance for the operation of the local recovery program when implemented.

2. The EMC will:

   a. Serve as the Damage Assessment Officer or designate an individual to fill that position.

   b. Participate in recovery program briefings, meetings, and work groups.

   c. Supervise local recovery operations, coordinating as needed with state and federal agencies and maintaining required records.

   d. Provide guidance to and supervise recovery activities of the Individual Assistance Officer, Public Assistance Officer, and Recovery Fiscal Officer.

   e. Coordinate training for damage assessment team members and other individuals with disaster recovery responsibilities.

   f. Assist the County Judge in preparing documents to request state and federal recovery assistance.

   g. Develop appropriate public information relating to recovery programs, in coordination with the PIO.

   h. Provide situation updates to the RLO.

3. The Damage Assessment Officer will:

    a. Develop a damage assessment program.

    b. Organize and coordinate training for damage assessment teams.

    c. In the aftermath of a disaster:

        1) Collect damage assessments from all departments, agencies, other governmental entities, and private non-profit facilities that may be eligible for disaster assistance.
        2) Compile damage assessment information and complete the DSO.
        3) Participate with state and FEMA representatives in the PDA process.
        4) Coordinate with the Incident Commander to ensure that response activities have either terminated or are in a phase of transitioning to recovery, before deploying damage assessment teams.

4. The PA Officer will:

    a. Attend the following PA program meetings:

        1) Applicant's Briefing
        2) Kick-off Meeting.
        3) Other program meetings, as needed.

    b. Obtain maps showing damage areas from PDA team leaders.

    c. Prepare or assist state and federal teams in preparing recovery PWs for the local area.

    d. Monitor all PA program activities and:

        1) Ensure deadlines are complied with or time extensions requested in a timely manner.
        2) Ensure the work performed complies with the description and intent of the PW.
        3) Ensure all environmental protection and historical preservation regulations are complied with.
        4) Request alternate or improved projects, when appropriate.
        5) Request progress payments on large projects, if appropriate.
        6) Provide quarterly reports to GDEM.
        7) Request final inspections and audit when projects are completed.
        8) Prepare and submit Project Completion and Certification Report (P.4) as appropriate.
        9) Provide insurance information when needed.
        10) Ensure costs are properly documented.
        11) Assist with final inspections and audits.
        12) Monitor contract for de-barred contractors.

    The duties of the PA Officer are further explained in the *Disaster Recovery Manual*.

5. The IA Officer will:

   a. Act as our liaison with state and federal Outreach and Public Relations programs.

   b. Assist in locating a local facility for use as DRC, if needed.

   c. Act as the local government representative at the DRC, when needed.

   d. Coordinate with the state and federal Outreach staff to arrange community meetings.

   e. Act as an advocate for disaster victims who need assistance in dealing with state, federal, and volunteer agencies.

   The duties of the IA Officer are further explained in the *Disaster Recovery Manual*.

6. The PIO will:

   Establish a media site, sometimes referred to as a JIC, to ensure that accurate and current information is disseminated to the public.

7. The Budget Officer will:

   a. Administer fiscal aspects of the recovery program.

   b. Ensure that the financial results of each project are accurate and fully disclosed.

   c. Monitor the source and application of all funds.

   d. Ensure that outlays do not exceed approved amounts for each award.

   e. Maintain information establishing the local cost share.

   f. Ensure that all laws, regulations, and grant requirements are complied with.

   g. Coordinate between the grant managers (also known as Primary and Secondary Agents) and the accounting staff.

   These duties are further explained in the *Disaster Recovery Manual*.

8. Chief Appraiser of the Central Appraisal District will:

   Provide estimates of value of damaged and destroyed property to support the damage assessment process.

9. The Road & Bridge Department will:

   Survey roads, bridges, traffic control devices, and other facilities and determine extent of damage and estimate cost of restoration.

10. The Drainage Department will:

a. Determine extent of damage to government-owned wastewater systems and estimate the cost of restoration.

b. Coordinate with local public non-profit utility providers to obtain estimates of damage to their facilities and equipment and estimates of the cost of restoration.

11. All County Buildings will:

Assess and report damage to its facilities and equipment and the estimated cost of repairs.

12. The County Tax Assessor will:

a. Estimate dollar losses to local government due to disaster.

b. Estimate the effects of the disaster on the local tax base and economy.

13. All departments and agencies will:

a. Pre-emergency:

1) Identify personnel to perform damage assessment tasks.
2) Identify private sector organizations and individual with appropriate skills and knowledge that may be able to assist in damage assessment.
3) Participate in periodic damage assessment training.
4) Participate in using geographic information systems (GIS) that may be used in damage assessment.
5) Periodically review forms and procedures for reporting damage with designated damage assessment team members.

b. Emergency:

1) Make tentative staff assignments for damage assessment operations.
2) Review damage assessment procedures and forms with team members.
3) Prepare maps and take photos and videos to document damage.

c. Post-emergency:

1) Identify and prioritize areas to survey.
2) Refresh damage assessment team members on assessment procedures.
3) Deploy damage assessment teams.
4) Complete damage survey forms and forward to the Damage Assessment Officer.
5) Catalog and maintain copies of maps, photos, and videotapes documenting damage for further reference.
6) Provide technical assistance for preparation of recovery project plans.
7) Maintain disaster-related records.

VII. DIRECTION AND CONTROL

A. The Commissioner's Court may establish local rules and regulations for the disaster recovery program and may approve those recovery programs and projects that require approval by the local governing body.

B. The County Judge shall provide general guidance for and oversee the operation of the local disaster recovery program and may authorize those programs and projects that require approval by the chief elected official or chief operating officer of the jurisdiction.

C. The EMC shall direct day-to-day disaster recovery activities and shall serve as the Damage Assessment Officer or designate an individual to fill that position.

D. The County Judge shall appoint local officials to fill the positions of IA Officer, PA Officer, and Recovery Fiscal Officer. These individuals shall report to the EMC in matters relating to the recovery program.

VIII. INCREASED READINESS LEVELS

A. Readiness Level 4 – Normal Conditions

See the mitigation and preparedness activities in paragraphs V.E.1 and V.E.2.

B. Readiness Level 3 – Increased Readiness

1. Alert key staff and volunteer organizations of the current situation.

2. Fill vacancies on damage assessment teams; conduct refresher training; check team equipment such as cameras.

C. Readiness Level 2 – High Readiness

1. Notify RLO of the situation.

2. Brief damage assessment teams and place on standby.

3. Brief senior staff on the damage assessment process and the need for detailed record keeping of emergency response and recovery activity expenses.

D. Readiness Level 1 – Maximum Readiness

1. Provide situation updates to the RLO.

2. Have damage assessment teams ready for deployment.

IX. ADMINISTRATION & SUPPORT

A. Reports

1. Survey Team Reports

   Each damage survey team will collect data using the Site Assessment forms (see Appendix 2) which can be found in the *Disaster Recovery Manual.* Once completed, these forms should be utilized to determine priorities for beginning repairs and evaluating the need for requesting state and federal assistance.

2. Disaster Summary Outline (DSO).

   Totals from the Site Assessment forms and other reports will be compiled and transferred to the DSO. A copy of the DSO is provided in Appendix 1 to this annex and also included in the *Disaster Recovery Manual*.

B. Records

Each department or agency will keep detailed records on disaster related expenses, including:

1. Labor
   a. Paid (regular and overtime)
   b. Volunteer

2. Equipment Used
   a. Owned
   b. Rented /leased
   c. Volunteered

3. Materials
   a. Purchased
   b. Taken from inventory
   c. Donated

4. Contracts (see below)
   a. Services
   b. Repairs

C. Contracts

1. The Recovery Fiscal Officer should monitor all contracts relating to the recovery process. Contracts that will be paid from federal funds must meet the following criteria:

   a. Meet or exceed Federal and State Procurement Standards and must follow local procurement standards if they exceed the federal and state criteria.
   b. Be reasonable.
   c. Contain right to audit and retention of records clauses.
   d. Contain standards of performance and monitoring provisions.
   e. Fall within the scope of work of each FEMA project.
   f. Use line items to identify each FEMA project, for multiple project contracts.

2. The following contract-related documents must be kept:

    a. Copy of contract
    b. Copy of PWs
    c. Copies of requests for bids
    d. Bid documents
    e. Bid advertisement
    f. List of bidders
    g. Contract let out
    h. Invoices, cancelled checks, and inspection records

D. Training

1. The individual assigned primary responsibility for the recovery function shall attend disaster recovery training. A variety of disaster recovery training courses are offered by GDEM and FEMA.

2. Those individuals assigned duties as the IA Officer and PA Officer should also attend training appropriate to their duties.

3. The Damage Assessment Officer is responsible for coordinating appropriate training for local damage assessment teams.

E. Release of Information

1. Personal information, such as marital status, income, and Social Security numbers gathered during the damage assessment and recovery process is protected by state and federal privacy laws. Due care must be taken by all individuals having access to such information to protect it from inadvertent release.

2. General information, such as the numbers of homes damaged and their general locations, may be provided to private appraisers, insurance adjusters, etc.

X. ANNEX DEVELOPMENT & MAINTENANCE

A. Development

The EMC is responsible for developing and maintaining this annex.

B. Maintenance

This annex will be reviewed annually and updated in accordance with the schedule outlined in Section X of the Basic Plan.

C. Procedures

Those individuals charged with responsibilities for managing various recovery activities are also responsible for developing standard operating procedures for those activities.

XI. REFERENCES

A. GDEM, *Disaster Recovery Manual* (DEM-62). (Available from GDEM in hard copy and online at the GDEM web site: www.txdps.state.tx.us/dem/documents.htm#recovery.

B. FEMA, *Public Assistance Applicant Handbook* (FEMA-323).

C. FEMA, *Debris Management Guide* (FEMA-325).

D. Current FEMA Policy Letters. (Available online at www.fema.gov/r-n-r/pa/policy.htm)

APPENDIX

Appendix 1 ..... Disaster Summary Outline

Appendix 2 ..... Site Assessment Forms

Disaster Summary Outline

Date:
Time:

I. GENERAL

Jurisdiction (*County/City*): _____ Population: _____

Type of Disaster (*Flood, Hurricane, Tornado, etc.*) _____

_____

If this is a flood event, does the City/County participate in the National Flood Insurance Program (*NFIP*)? Yes/No

Inclusive dates of the disaster: _____

Was a local disaster declaration issued? Yes/ No (*Not applicable for Agriculture assistance only*)

Contact Person: _____ Title: _____

Address: _____ City: _____ Zip Code: _____

Phone ( )_____ Fax ( ) _____

Pager ( )_____ 24-Hour Duty Officer/Sheriff's Office ( )_____

INDIVIDUAL ASSISTANCE

Casualties: (Contact local area hospitals)

A. Number of Fatalities _____
B. Number of Injuries _____
C. Number Hospitalized _____

Number of homes isolated due to road closure (high water, etc.):_____

Agricultural Losses: (Contact the Farm Service Agency in your county)

Is agricultural assistance needed? Yes/ No If yes, please attach USDA flash situation report.

Residential Losses - Primary Residence Only: (*Local Damage Assessment*) See guidelines on page 4.

Type of Homes	Destroyed	Major Damage	Minor Damage	Affected	% Covered by Insurance
Single Family Homes					
Mobile Homes					
Multi-Family Units					
Totals					

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Estimated number of persons whose situation will not be satisfied by volunteer organizations (Contact local volunteer organizations) _____

Are shelters opened? Yes/No How many? _____

Name, location, capacity, and current occupancy of shelters?

_____

_____

Business Losses/Impacts:

	Number	# Covered by Adequate Insurance	Total estimated repair cost
Major Damage(greater than 40%)			**$**
Minor Damage (less than 40%)			**$**
Totals			**$**

How many businesses have ceased operations: _____

How many businesses have experienced economic injury: _____

Estimated number of persons unemployed because of this disaster_____
(Contact affected businesses and the local Texas Workforce Commission Office)

PUBLIC ASSISTANCE

NOTE: All disaster related costs should be separated into the seven damage/work categories listed below:

Category	Subcategory	No. of Sites	Estimated Repair Costs	Anticipated Insurance *
Debris Clearance			$	$
Emergency (*EMS, Fire, Police*)			$	$
Road & Bridge	Roads - Paved		$	$
	Roads - Unpaved		$	$
	Bridges - Destroyed		$	$
	Bridges - Closed & Repairable		$	$
	Bridges - Damaged & Serviceable		$	$
	Culverts - Totally washed away		$	$
	Culverts - Damaged & still in place		$	$
Water Control Facilities (*Dams, levees, dikes*)			$	$
Buildings & Equipment			$	$
Public Utility Systems (*Gas, Electric, Sewer, Water*)			$	$
Other (*Recreational Facilities, Airports, etc*.)			$	$
Totals			$	$

* Anticipated insurance is normally calculated by subtracting any deductible, depreciation or uncoverable loss from the estimated repair cost.

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Total annual maintenance budget (i.e. Public Works, Road & Bridge): $_____

Start of Fiscal Year: Month_____

Others (Contact non-profit or governmental, medical, emergency, utility, educational, custodial care facilities, etc.)

Organization/ Facility	No. of Sites	Estimated Repair Costs	Anticipated Insurance *
		$	**$**
		$	**$**
		$	**$**
		$	**$**
		$	**$**
		$	**$**
		$	**$**
		$	**$**
		$	**$**
		$	**$**
		$	**$**
		$	**$**
		$	**$**
		$	**$**
Totals		**$**	**$**

This form is for damage assessment reporting purposes only. In accordance with the State Emergency Management Plan, if a County Judge determines that a situation is of such severity and magnitude that an effective response is beyond the affected jurisdiction's capability to recover, a letter outlining the disaster impact and the need for supplemental State and/or Federal assistance must accompany this DSO.

Once this form is completed, submit pages 1-3 to your local Disaster District Committee, and to:

Texas Department of Public Safety
Division of Emergency Management
P.O. Box 4087
Austin, Texas 78773 or FAX to: 512-424-2444

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RESIDENTIAL LOSS GUIDELINES

Destroyed: Structure is permanently uninhabitable and can not be repaired. Look for the following:

Structure gone, only foundation remains;

Major sections of walls missing or collapsed;

Entire roof gone with noticeable distortion of the walls;

Structure has shifted off of its foundation;

More than 4 feet of water, over 12" for mobile homes.

Major: Structure is currently uninhabitable and extensive repair is required to make it habitable. Look for the following:

Portions of the roof, including decking, missing;

Twisted, bowed or cracked walls;

Penetration of structure by trees or cars, etc.;

2 to 4 feet of water, 6" to 12" for mobile homes.

Minor: Structure is habitable with minor repairs. Look for the following:

Many missing shingles, broken windows and doors;

Siding loose, missing or damaged;

Minor shifting or settling of foundation;

Damaged septic systems (flood);

6" to 2 feet of water, less than 6" for mobile homes.

Affected: Structure is habitable. Some minor damage may be eligible for assistance. Look for the following:

A **few** missing shingles;

Some broken windows;

Damage to cars;

Damage to Air Conditioner Compressor only;

Less than 6" of water.

Estimating Insurance: The following are general guidelines to estimating insurance coverage.

Renters are less likely to have insurance.

Low income residents are less likely to have insurance.

Homeowners who are still paying off their mortgage will normally have the appropriate type of insurance.

Residents who are flooded and reside in an area that does not participate in the NFIP or in an area that has been sanctioned for NFIP code enforcement violations will not have flood insurance.

Residents who are flooded but whose property is not located in the Special Flood Hazard Area (SFHA) will probably not have flood insurance.

SITE ASSESSMENT - BUSINESS LOSSES

(1) COUNTY_____ **(4) DAMAGE ASSESSMENT TEAM** **(5) INCIDENT PERIOD:**_____

(2) CITY _____ _____ **(6) DATE OF SURVEY:**_____

(3) INCIDENT:_____ _____ **(7) PAGE___OF ___**

_____

REF NO. (8)	NAME OF BUSINESS NAME OF TENANT/OWNER TYPE OF BUSINESS STREET ADDRESS PHONE NO. (9)	ESTIMATED DAYS OUT OF OPERATION (10)	EMPLOYEES		FAIR REPLACEMENT VALUE (13)	ESTIMATED DOLLAR LOSS (14)	AMT OF ANTICIPATED INSURANCE (15)	% UNINSURED LOSS (16)	IF COL 16 IS:	
			NO. (11)	UI (12)					< 40% MIN (17)	> 40% MAJ (18)
					CONTENTS:$_____ STRUCTURE:$_____ LAND:$_____	$_____ $_____ $_____	$_____ $_____ $_____			
					CONTENTS:$_____ STRUCTURE:$_____ LAND:$_____	$_____ $_____ $_____	$_____ $_____ $_____			
					CONTENTS:$_____ STRUCTURE:$_____ LAND:$_____	$_____ $_____ $_____	$_____ $_____ $_____			
					CONTENTS:$_____ STRUCTURE:$_____ LAND:$_____	$_____ $_____ $_____	$_____ $_____ $_____			
					CONTENTS:$_____ STRUCTURE:$_____ LAND:$_____	$_____ $_____ $_____	$_____ $_____ $_____			
					CONTENTS:$_____ STRUCTURE:$_____ LAND:$_____	$_____ $_____ $_____	$_____ $_____ $_____			
					CONTENTS:$_____ STRUCTURE:$_____ LAND:$_____	$_____ $_____ $_____	$_____ $_____ $_____			
					CONTENTS:$_____ STRUCTURE:$_____ LAND:$_____	$_____ $_____ $_____	$_____ $_____ $_____			

Instructions for Site Assessment – Business Losses

(1) County where the business is located

(2) City, if in the corporate limits

(3) Note the type of incident

(4) Identify the team members

(5) Date(s) of the incident

(6) Date(s) of the survey

(7) Page number

(8) Reference number (for local use)

(9) Name of business, tenant/owner, street address and phone number and type of business; note that if the business is renting building space, the building space, the building owner will need to be contacted to determine the extent of structure damage and percent of uninsured loss.

(10) Estimated days business will be out of operation

(11) Total number of employees

(12) Number of employees in which unemployment insurance is carried

(13) Fair replacement value, for this purpose, is the cost to replace equivalent real/personal property or the fair market value of the pre-disaster property whichever is less, for each potential applicant.

(14) Estimated dollar loss

(15) The amount of anticipated insurance. Anticipated insurance is normally calculated by subtracting any deductible, depreciated or uncoverable loss from the estimated repair cost.

(16) Percentage of uninsured loss. Uninsured loss for this purpose, is the dollar amount of damage less any insurance received to repair that damage.

$$\frac{\text{Dollar value of uninsured loss}}{\text{Fair replacement value}} = \text{Percent of uninsured loss}$$

(17) If column 16 is less than 40%, it is considered minor damage

(18) If column 16 is greater than 40%, it is considered major damage

SITE ASSESSMENT - HOUSING LOSSES

(1) COUNTY_____ **(4) INCIDENT PERIOD:** _____ **(7) ASSESSMENT TEAM:** **(6) PAGE** ___**OF**____

(2) MUNICIPALITY_____ **(5) DATE OF SURVEY:**_____ _____

(3) TYPE OF INCIDENT: _____ _____

_____

REF NO. (8)	NAME ADDRESS PHONE	TYPE OF STRUCTURE SF MF MH	DAMAGE CATEGORY AFFECTED DESTROYED MAJOR MINOR	WATER LEVEL IN STRUCTURE (INCHES)	ESTIMATED INCOME HIGH MIDDLE LOW	IS STRUCTURE OCCUPIED Y/N	STATUS OWN RENT	RESIDENCE PRIMARY OR SECONDARY	FAIR REPLACEMENT VALUE	ESTIMATED LOSS $	ANTICIPATED INSURANCE $	AMOUNT OF UNINSURED LOSS $	PERCENT OF UNINSURED LOSS
									_____ STRUCTURE _____ CONTENTS				
									_____ STRUCTURE _____ CONTENTS				
									_____ STRUCTURE _____ CONTENTS				
									_____ STRUCTURE _____ CONTENTS				
									_____ STRUCTURE _____ CONTENTS				
									_____ STRUCTURE _____ CONTENTS				
	TOTALS	**SF**_____ **MF**_____ **MH**_____	**AFF**_____ **MIN**_____ **MAJ**_____ **DEST**_____		**L**_____ **M**_____ **H**_____	**Y**_____ **N**_____	**O**_____ **R**_____	**P**_____ **S**_____	_____ STRUCTURE _____ CONTENTS	**$**	**$**	**$**	**$**

Instructions for Site Assessment – Housing Losses

(1) County where the damage is located

(2) City if in the corporate limits

(3) Note the type of incident

(4) Identify the team members

(5) Date(s) of the incident

(6) Date(s) of the survey

(7) Page number

(8) Locally established reference number – 1, 2, 3…etc

(9) Name of occupant, street address, phone number.

(10) Type of Structure (SF – Single Family, MH – Mobile Home, MF – Multi-Family)

(11) Damage Category – Destroyed, Major, Minor

(12) Water Level in Structure (in feet)

(13) Estimated income (High, Medium, Low)

(14) Is structure occupied?

(15) Own/Rent

(16) Primary/Secondary Residence (If secondary structure is occupied; evaluate extent of damage and % of uninsured loss to the tenant'' property and evaluate extent of damage and % of uninsured loss to the owner'' property)

(17) Fair Replacement Value (structure and contents)

(18) Insurance coverage

ANNEX P

HAZARD MITIGATION

HIDALGO COUNTY

Jurisdiction

Ver 3.0
03/06

APPROVAL & IMPLEMENTATION

Annex P

Hazard Mitigation

Signature _____ Date _____

Signature _____ Date _____

RECORD OF CHANGES

Annex P

Hazard Mitigation

Change #	Date of Change	Entered By	Date Entered

ANNEX P

HAZARD MITIGATION

I. AUTHORITY

A. See Section I of the Basic Plan for general authorities.

B. The Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288), as amended by the Disaster Mitigation Act of 2000 (PL 106-390)

C. Commissioners Court Resolution dated October 10, 2008 adopting the Hazard Mitigation Action Plan.

II. PURPOSE

A. This annex describes the organization of the local HMT, and assigns tasks, and responsibilities for coordinated hazard mitigation planning and implementation activities and actions.

B. This annex addresses mitigation as a long-term, on-going process, and identifies planning and implementation actions applicable to both pre-incident and post-incident situations.

C. This annex is applicable to and ensures that mitigation planning and implementation services address and are provided to the entire area of responsibility covered in the County Emergency Management Plan.

D. This annex explains the methodologies and progressive steps as to how we plan to identify the hazards that affect us and to systematically reduce the identified levels of risk and vulnerability to these hazards.

E. This annex explains our active partnership, and participation in regional mitigation planning and implementation activities.

III. EXPLANATION OF TERMS

A. Acronyms

AOR	Area of Responsibility
B/C	Benefit/Cost
DEM	Division of Emergency Management
FMA	Flood Mitigation Assistance Program
GIS	Geographical Information System

GPS	Global Positioning System
HMGP	Hazard Mitigation Grant Program
HMC	Hazard Mitigation Coordinator
HMT	Hazard Mitigation Team
MAP	Mitigation Action Plan
NFIP	National Flood Insurance Program
PA	Public Assistance (Program)
PDM	Pre-Disaster Mitigation Program
SOP	Standard Operating Procedures

B. Definitions

Appropriate Mitigation Measures. Mitigation actions that balance the cost of implementation against the potential cost of continued damages, if such measures are not taken. Mitigation measures should be less costly to implement than the damages they are intended to prevent. Floodplain management, acquisition of flood prone property, enhanced insurance coverage, and the adoption and enforcement of safe land use regulations and construction standards are considered as highly appropriate mitigation actions.

Area of Responsibility. The entire area covered by our comprehensive Emergency Management Plan that is Hidalgo County.

Benefit/Cost. The ratio between the cost of implementing a mitigation project versus the benefits (amount of future cost savings) potentially achieved. Projects funded under HMGP or PDM must have a B/C of 1 to 1 or greater.

Disaster. A hazard caused event that results in widespread or severe damage, injury or loss of life, property or resources, and exceeds the recovery capabilities of a jurisdiction. Disaster assistance provided by the Federal or State government is intended to supplement local government resources and so enhance recovery capabilities to achieve a speedy and efficient return to pre-incident conditions.

Disaster Resistant Community. A community-based initiative that seeks to reduce vulnerability to natural hazards for the entire designated area through mitigation actions. This approach requires cooperation between government agencies, volunteer groups, individuals, and the business sectors of a community to implement effective mitigation strategies.

Hazard Analysis. A document that provides a risk based quantitative method of determining mitigation and preparedness priorities and consists of a hazard assessment, vulnerability assessment, and risk assessment. A Hazard Analysis identifies vulnerabilities and risks within each sector of the community and is a living document that is reviewed and updated annually

Hazard Event. Any occurrence in which people and/or property are adversely affected by the consequences of a natural or man-made hazard.

Hazard Mitigation. Sustained actions taken to eliminate or reduce long-term risk to people and property from hazards and their effects. The goal of mitigation is to save lives and

reduce damages to property, infrastructure, and the environment and, consequently to minimize the costs of future disaster response and recovery activities.

Hazard Mitigation Grants. There are three federal mitigation grant programs that provide federal cost-share funds to develop and implement vulnerability and risk reduction actions:

1. Flood Mitigation Assistance Program (FMA) – Provides pre-disaster grants to State and local governments for both planning and implementation of mitigation strategies. Each State is awarded a minimum level of funding that may be increased depending upon the number of National Flood Insurance Program (NFIP) policies in force and repetitive claims paid. Grant funds are made available from NFIP insurance premiums, and therefore are only available to communities participating in the NFIP.

2. Hazard Mitigation Grant Program (HMGP) – Authorized under Section 404 of the Stafford Act; provides funding for cost-effective post-disaster hazard mitigation projects that reduce the future potential of loss of life and property damage.

3. Pre-Disaster Mitigation Program (PDM) - Authorized by Section 203 of the Stafford Act as amended by the Disaster Mitigation Act (DMA) of 2000 (Public Law 106-390). The PDM Program provides a means to fund pre-disaster hazard mitigation actions specifically designed to eliminate or reduce the consequences of future disasters. The PDM's focus is: (1) to prevent future losses of lives and property due to hazards and (2) to implement State or local hazard mitigation plans.

Local Hazard Mitigation Team (HMT). A multi-disciplined organization composed of representatives of mutually supporting organizations and agencies from local governments and the private, public and civic sectors. Members of the HMT, also referred to as the local "Team", meet regularly to evaluate hazards, identify strategies, coordinate resources and implement measures that will reduce the vulnerability of people and property to damage from hazards. The HMT is a partnership through which all governmental, public, civic and private sector entities come together to support and participate in activities to determine and implement methods, and commit resources to reduce the community's level of risk. Team membership is listed in Appendix 1 to this annex. The roles and responsibilities of each team member organization/agency are described in Section VI.B.3.b.

Mitigation Action Plan (MAP).

A document that outlines the nature and extent of vulnerability and risk from natural and man-made hazards present in a jurisdiction and describes the actions required to minimize the effects of those hazards. A mitigation action plan also describes how prioritized mitigation measures will be funded and when they will be implemented. The area of coverage for a MAP is based on commonly shared hazards, needs, and capabilities; plans may be prepared for a single city, as a countywide plan, or on a regional basis (prepared by a Council of Governments, a River Authority, or a coalition of several counties). MAPs must be formally adopted by city ordinance, Commissioners Court order, and/or joint resolution. DMA 2000 (Public Law 106-390) requires jurisdictions to have a FEMA-approved MAP or be signatories to a regional plan not later than November 1, 2004, or they will not be eligible for mitigation grant funds for mitigation projects.

Public Assistance Program. For the purposes of this annex, this refers to disaster recovery grants authorized under Section 406 of the Stafford Act to repair the damages to public facilities following a major disaster declaration. PL 106-390 requires mitigation components be added to repair projects to reduce repetitive damages.

Risk Factors. A group of identifiable facts and assumptions concerning the impact of specific or associated hazards. An analysis of interrelated risk factors provides a means to determine the degree (magnitude) of risk produced by a particular hazard or an incident and, consequently, provides a means to determine the priority of mitigation planning and implementation activities. A sample listing of risk factors are as follows:

1. Number of previous events involving this hazard.

2. Probability of future events occurring that involves this hazard.

3. Number of people killed or injured during previous events and number of people potentially at risk from future events involving this hazard.

4. Damages to homes, businesses, public facilities, special-needs facilities, and unique historic or cultural resources, crops, livestock that have been caused by previous events or are potentially at risk from future events involving this hazard.

5. Capabilities and shortfalls of emergency management organization to effectively respond to emergency situations involving this hazard.

6. Recovery activities needed to return jurisdiction to pre-event status. The recovery process involves not only time requirements, but also the associated costs to repair damages, restore services, and return economic stability after occurrence of the event.

Sectoring. Dividing the community into manageable geographic segments for defining specific types of information concerning what is vulnerable and at risk in each sector. Sectioning facilitates mitigation and preparedness planning as well as response, search and rescue, and damage assessment operations.

Sustainable Development. Managed community growth that meets the needs of the present without jeopardizing the needs of future generations. Sustainable development considers the impact of hazards on the community in the years ahead.

IV. SITUATION & ASSUMPTIONS

A. Situation

1. Our current *Hazard Analysis* indicates we are vulnerable and at risk from hazards that have caused, or have the potential for causing, loss of lives, personal injuries, and/or extensive property damage. We have suffered incidents, emergencies, and disasters in the past and are still vulnerable and at risk from future similar occurrences.

2. Our area of responsibility has been divided into a number of sectors (pending on the mitigation action plan) to facilitate the collection of vulnerability and risk data, and for conducting damage assessment operations.

3. Our local HMT has been appointed and is operational under the leadership of our Hazard Mitigation Coordinator (HMC).

4. Our Mitigation Action Plan (MAP) will be a regional plan. Our MAP will meet state planning standards for mitigation and will be formally adopted by resolution and will be approved by FEMA.

B. Assumptions

1. Exposure to risk from hazards exists whether or not an incident actually occurs.

2. The adverse impact of hazards can be directly affected by hazard mitigation actions accomplished prior to occurrence of an emergency situation. Effective post-event mitigation actions can also reduce the risk of repeat disasters.

3. Hazard mitigation planning and implementation activities are an on-going program/ process and are an integral and complimentary part of our comprehensive emergency management program.

4. Mitigation actions to save lives and reduce damages can be achieved through properly coordinated group efforts. These efforts will require the cooperation of various levels of government and will be enhanced by the involvement and partnership of talented individuals with expertise in varying disciplines from both the public and private sectors.

5. The effective, long-term reduction of risks is a goal and responsibility shared by all residents.

V. CONCEPT OF OPERATIONS

A. General

1. This annex is not intended to describe in detail all aspects of our mitigation program. The achievement of hazard mitigation objectives is a high governmental priority, and all departments will seek out and implement risk reduction measures.

2. The Hazard Mitigation Coordinator (HMC) is responsible for the coordination of all mitigation activities of this jurisdiction. To achieve mitigation objectives, the HMC will be assisted by a HMT composed of public and private sector partners that represent the local population.

3. The data collection process described in this annex provides a systematic means to identify hazards and assess their impact on this jurisdiction and will facilitate the development and maintenance of our local *Hazard Analysis* by the HMT.

4. The “Notice of Interest and Hazard Mitigation Team Report” (Appendix 3 to this annex) provides a means to develop a multi-disciplined, on-going mitigation planning and implementation process and facilitates the development and maintenance of our *Mitigation Action Plan* by the HMT. It also facilitates the development, and expedited submission of applications for mitigation grants to implement mitigation projects.

5. Consistent with capabilities, the Division of Emergency Management (DEM) and the State HMT will provide coordination, technical assistance, and guidance to help us achieve effective risk reduction objectives.

6. Our mitigation planning and implementation process is intended to facilitate the identification and implementation of appropriate mitigation actions. This process, in turn, facilitates the development of a joint federal, state, and local government partnership dedicated to the achievement of effective risk reduction objectives.

7. Consistent with capabilities, the HMC and members of the HMT will participate in appropriate training and exercises related to their hazard mitigation responsibilities.

8. Consistent with capabilities, we will utilize the most current information and guidance provided by DEM to include web-based assistance available via the Internet.

B. Overview of Mitigation Process

Hazard mitigation is an on-going process that begins with the establishment of a local based planning group referred to as the local HMT. The team’s first job is development of the local *Hazard Analysis* that provides a means for prioritizing mitigation and preparedness needs based on levels of vulnerability and risk. The next step in the process is the development of our *Mitigation Action Plan* that defines specific mitigation measures designed to address the needs identified in the hazard analysis, to include actions that are to be taken, who will take them, how much they will cost, and how they will be funded. The next step is to implement the measures identified in the *Mitigation Action Plan* using a variety of funding sources identified through an on-going and active search for funding opportunities. The final step is to monitor and evaluate the effectiveness of implemented mitigation measures and to repeat the process-review and update the *Hazard Analysis* and the *Mitigation Action Plan*, continue the active search for funding opportunities, implement mitigation measures consistent with availability of funds, and monitor and evaluate their effectiveness.

C. Pre-Event and Post-Event Relationships.

1. General

   Hazard mitigation activities are not only a response to an event and a known hazard, but are also an active search for ways to prevent or reduce the impact from newly discovered hazards. The mitigation process is long-term in nature and, therefore, is an on-going element of the emergency management program that directly influences preparedness, response, and recovery requirements. Mitigation activities can be initiated at any time, but are classified as either pre-event or post-event actions. These actions are not mutually exclusive and will be merged into a coordinated, continuous mitigation process.

2. Pre-Event Mitigation

   Activities that take place prior to the occurrence of an emergency situation. This time frame provides a more relaxed atmosphere for the development and implementation of long-term, multi-hazard oriented mitigation measures. This time frame is preferred and is the most appropriate for reducing risks and potential damages.

3. Post-Event Mitigation

   Activities that take place after an emergency situation has occurred and already adversely affected this jurisdiction. These activities are a response and are too late to prevent or reduce impacts already suffered. Heightened hazard awareness and a desire for speedy recovery, provide an emphasis for conducting mitigation activities during this time frame. Mitigation opportunities can be identified and implemented which can be very effective in reducing potential damages from future events.

D. Activities by Phases of Emergency Management

Hazard mitigation actions are an on-going process, and are more appropriately classified and associated with the time frames before, during, and after occurrence of an emergency situation caused by a hazard. The following is a sequenced set of actions that should be taken by the HMT during each time frame:

1. Pre-Event Period

   a. Develop and maintain *Hazard Analysis*.

   b. Develop and maintain hazard *Mitigation Action Plan*.

   c. Apply for grants and loans to conduct studies and implement mitigation projects.

   d. Conduct studies and implement mitigation projects.

   e. Provide vulnerability and risk data for use in community development planning, exercise design, emergency preparedness planning, and floodplain management.

2. Incident Response Period

   a. Assist decision makers and emergency responders better understand potential impact consequences and emergency response needs by providing detailed vulnerability and risk data for all sectors impacted or likely to be impacted by the incident.

   b. Assist decision makers and emergency responders answer “What if” questions through use of appropriate real-time and model based damage assessment tools such as DERC, HAZUS, and other programs.

3. Post-Incident Period

a. Conduct site surveys to record damage "Footprint" and record and map high-water marks and other benchmarks to verify inputs and results of damage assessment tools. Inspect and evaluate effectiveness of previously implemented mitigation measures. Evaluate accuracy of floodplain maps and studies and identify any mapping needs.

b. Complete Hazard Mitigation Team Reports based on observations and findings from site inspections. Begin development of potential mitigation project application(s) based on team reports.

c. Provide assistance to decision makers for prioritization of damage assessment operations, conducting substantial damage determinations, and preparation of request for a state and/or federal disaster declaration by providing detailed incident impact data.

d. Provide assistance to state and federal mitigation team activities once a disaster is declared.

e. Assist designated Local Project Officer(s) prepare and submit Hazard Mitigation Grant Program (HMGP) Notice of Interest(s) (NOIs), and application(s), and monitor Public Assistance (PA) projects for inclusion of mitigation components once a state or federal disaster is declared.

f. Review Hazard Mitigation Team Reports and update hazard analysis and mitigation action plan.

g. Assist designated Local Project Officer(s) in implementing projects and administer HMGP and other mitigation grant programs.

E. Local Hazard Mitigation Team

1. Members of the HMT provide a multi-disciplined, local capability to identify mitigation opportunities and implement mitigation measures in both a pre-event and post-event situation. Our HMT has primary responsibility for mitigation activities for our jurisdiction, but also provides representatives to and actively participates in regional mitigation action planning.

2. The HMT is not viewed as an organization with rigid membership and regular duties, but rather one of flexible membership whose makeup and duties are dependent upon the particular mitigation activity under consideration. This flexibility allows the HMC to tailor the group to meet the situation while insuring the involvement of appropriate individuals from the community.

3. The HMT are the local experts that understand local concerns, issues, and capabilities to achieve local mitigation goals and objectives. The HMT, under the leadership and coordination of the HMC, is collectively responsible for development, distribution, and maintenance of the local *Hazard Analysis*, *Mitigation Action Plan*, and this annex.

4. In the event of a Presidential or State Major Disaster Declaration for this jurisdiction, the HMC and Team will provide assistance to the federal and state HMT and will assist in

conducting damage and effectiveness assessments, and the identification and implementation of appropriate hazard mitigation measures for the jurisdiction(s).

5. The HMC and the Team will also be responsible for providing assistance necessary for submission and administration of HMGP and PDM grants.

F. Local Hazard Analysis

Our *Hazard Analysis* will developed through a joint effort of our HMT and our regional mitigation action planning partners. It is a stand alone product consisting of maps, databases, charts, atlases, and other supporting documentation that is reviewed and updated at least annually by the HMC with assistance from the HMT. The analysis will provide a risk-based quantitative method to prioritize mitigation and preparedness needs for the jurisdiction as a whole. Our analysis will supplement the *State of Texas Hazard Analysis* and focuses on hazards and their impact to our area of responsibility. Our analysis has been distributed to all appropriate agencies/organizations, and additional copies are available from the HMC. [Some of the data in our *Hazard Analysis* was developed and provided through our partnership efforts in contributing to development of our regional mitigation action plan, and our data will be incorporated into our regional plan.

G. Mitigation Action Plan

Our *Mitigation Action Plan* will be developed through joint efforts of our HMT and our regional mitigation action planning partners. It will be reviewed annually and updated at least every five years by the HMC with assistance from members of the HMT and our partners. Our mitigation action plan will outline our mitigation goals, our risk reduction strategy for each of the significant hazards that threaten our area of responsibility, and a discussion of on-going risk reduction activities. Our plan will also detail what is to be done, how much it will cost, who will be responsible for the action, how it will be funded, and provides an implementation schedule. It is an action plan for accomplishment of vulnerability and risk reduction measures for our area of responsibility. Our plan will supplement, and will be in concert with the *State of Texas Hazard Mitigation Plan*, and will focuse on mitigation actions that affect our area of responsibility. Our plan will meet state planning standards for mitigation (Planning Standards Checklist P), and Section 201 CFR 44 requirements, and will be approved by FEMA and adopted by ordinance, court order, or joint resolution. Copies will be distributed to all appropriate agencies/organizations, and additional copies will be available from the HMC.

VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. Hazard mitigation is a function that requires the coordination of a variety of multi-disciplined on-going activities. The County Judge, as the Emergency Management Director, is responsible for the overall emergency management program, and has designated the Emergency Management Office as the agency with primary responsibility for hazard mitigation. The County EMC has been designated as the HMC and serves as the single manager/coordinator for this function for this jurisdiction.

2. The HMT consists primarily of representatives of local government, but also includes partners that represent industry and the private sector. Individual team members and functional areas of expertise are listed in Appendix 1 of this Annex. The HMT provides a pool of local people with skills in the wide variety of disciplines that may be required to achieve effective hazard mitigation objectives. The County Judge appoints supporting agencies and organizations to provide representatives to the HMT, and the HMC serves as team leader and functional manager.

3. The HMT organization provides the flexibility to involve all team members in the problem solving process, or to involve only those team members who possess the specific skills needed to mitigate a hazard specific condition.

4. The County Judge will designate individuals to serve as local applicant's project officer to administer Hazard Mitigation Grant Program (HMGP) applications and projects. The local project officer(s) will serve as the single point of contact for the jurisdiction and coordinate with designated state mitigation project officers.

B. Task Assignments

1. The County Judge will:

   a. Appoint an agency to exercise primary responsibility to coordinate hazard mitigation activities and an individual to serve as HMC.

   b. Appoint support agencies and organizations to provide representation to the HMT.

   c. Appoint local Project Officer(s) to administer HMGP and other mitigation applications and projects.

2. The Hazard Mitigation Coordinator will:

   a. Coordinate all hazard mitigation related activities of this jurisdiction, to include development, distribution, and maintenance of the local *Hazard Analysis*, *Mitigation Action Plan*, and this annex.

   b. Assist in selecting supporting agencies and individual members of the HMT, assign tasks, and manage the various activities of the team so as to accomplish mitigation functional responsibilities for the jurisdiction.

   c. Insure development, distribution and retention of mitigation reports, records and associated correspondence, and manage implementation of appropriate mitigation measures.

   d. Serve as point of contact and provide local assistance for federal, state, and regional level mitigation program and planning activities.

   e. Develop Standard Operating Procedures (SOP**s**) for compiling information, determining priority of efforts, preparing reports, and monitoring implementation and effectiveness of mitigation measures.

f. Maintain this annex and insure that all component parts are updated and contain current data.

g. Provide assistance to the designated local Project Officer(s) responsible for administering mitigation program grants such as HMGP and PDM, and for reviewing PA projects for inclusion of appropriate mitigation measures.

h. Conduct or assist in annual reviews and scheduled updates to the regional mitigation action plan.

i. Periodically review, download, and utilize the most current guidance material from the DEM website: www.txdps.state.tx.us/dem.

3. Hazard Mitigation Team members will:

a. General

(1) Assist in the accomplishment of team objectives as assigned by the HMC.
(2) Provide technical assistance and functional expertise in disciplines as assigned in Appendix I of this Annex.
(3) Assist the HMC develop, distribute, and maintain the local *Hazard Analysis*, and this annex, and local Project Officer(s) administer mitigation program grants.
(4) Conduct or assist in annual reviews and scheduled updates of the regional mitigation action plan.
(5) Provide assistance to the designated local Project Officer(s) responsible for administering mitigation program grants such as HMGP and PDM.

4. Local Project Officer(s) will:

a. Serve as single point of contact and administer HMGP, PDM, and other mitigation program applications and projects.

b. Coordinate with designated state mitigation project officer(s).

VII. DIRECTION & CONTROL

A. The HMC will manage the activities of the HMT and coordinate all hazard mitigation related activities of this jurisdiction.

B. Lines of Succession

1. Lines of succession for the HMC will be in accordance with the county's Standard Operating Procedures (SOP).

2. Lines of succession for HMT members will be in accordance with their parent organization's established SOP.

3. The County Judge will appoint successors for unaffiliated individual team members.

VIII. INCREASED READINESS ACTIONS

Hazard Mitigation activities are ongoing and standard increased readiness actions are not applicable.

IX. ADMINISTRATION & SUPPORT

A. Records and Reports

1. The Emergency Management Coordinator maintains records of previous hazard events and disaster declarations. These records contain data pertinent to risk factor analysis and, consequently, aid in determination of mitigation requirements. Risk factor analysis provides a means to determine significant levels of risk or significant hazard events that require initiation of a Hazard Mitigation Team Report.

2. A listing of mitigation-related documents on file pertaining to this jurisdiction is provided in Appendix 2 of this Annex. This is a listing of plans, programs, grants, regulations, studies, maps, etc., which address hazards or mitigation activities unique to this jurisdiction. Items listed may include flood control studies, levee improvement agreements, dam safety plans/guidance, local ordinances, flood mitigation plans, flood hazard boundary maps, flood insurance rate maps, drainage studies, Corps of Engineer Section 22 or feasibility studies, master drainage studies/plans, flood mitigation plans, etc. This record provides a listing of reference documents to be maintained and utilized as an aid to identify vulnerability and risks impacts and accomplish mitigation objectives.

3. The "Notice of Interest and Hazard Mitigation Team Report" provides a means to identify, record, and coordinate on going mitigation planning and implementation activities. The report is a management tool to facilitate the identification of mitigation opportunities and the development of an action plan and implementation schedule. The report is used to document mitigation opportunities discovered during the damage assessment process following occurrence of emergency situations, and also to document and facilitate the implementation of findings and recommendations identified in the *Hazard Analysis* or land use, development, flood control, or other special comprehensive studies. This report system also provides a means to increase inter-governmental participation in the mitigation process through exchange of ideas, technical assistance and guidance. This report is a component of our *Mitigation Action Plan*, and is also used to notify the state of our interest in applying for a mitigation program grant. This form may be found in Appendix 3 to this annex.

4. The instructions for completing the "Notice of Interest and Hazard Mitigation Team Report" are located in Tab A to Appendix 3 to this annex. The most current version of these instructions are also available as "Mitigation Job Aid #1" on the DEM website at www.txdps.state.tx.us/dem under "documents".

5. Additional reports to evaluate effectiveness and monitor long-term implementation measures will be prepared as needed. Records pertaining to loans and grant programs will be maintained in accordance with applicable program rules and regulations.

B. Release and Distribution of Information

1. Completed Hazard Mitigation Team Reports, the *Hazard Analysis*, and the *Mitigation Action Plan* will be presented to the chief elected official(s), and, commissioners-courts for review, approval, adoption, and implementation.

2. Completed reports, historical records and associated correspondence will be maintained and utilized as a management tool for the continued development of a mitigation strategy for this jurisdiction.

X. ANNEX DEVELOPMENT & MAINTENANCE

A. The HMC has overall responsibility for the development and maintenance of all components of this annex, to include reports, records, SOPs, and associated correspondence files.

B. The HMC, with assistance from the HMT and in conjunction with the Emergency Management Coordinator, will ensure that copies of this annex are distributed to all HMT members, all jurisdictions within our area of responsibility, the Division of Emergency Management, and other agencies/organizations as appropriate.

XI. REFERENCES

A. Division of Emergency Management (DEM), *State of Texas Emergency Management Plan.*

B. DEM, *State of Texas Hazard Analysis*

C. DEM, *State of Texas Hazard Mitigation Plan.*

D. DEM-21, *Mitigation Handbook*.

E. Local Hazard Analysis, (date: under development expected to be completed by September 01, 2007).

F. Local Hazard Mitigation Action Plan, ((date: under development expected to be completed by September 01, 2007).

APPENDICES:

1 ..... Hazard Mitigation Team
2 ..... Mitigation Reference Records

3 ....Notice of Interest and Hazard Mitigation Team Report
Tab A - Mitigation Job Aid #1: Instructions for Completing the NOI/Hazard Mitigation Team Report

HAZARD MITIGATION TEAM

The implementation of effective hazard mitigation measures requires utilization of all resources available to this jurisdiction. Multi-disciplined, long-range mitigation planning requires a coordinated team of personnel with administrative, financial, and technical knowledge and expertise in a variety of functional areas that may be needed to achieve mitigation objectives. HMT supporting member agencies and organizations along with their functional areas of responsibility are listed in this appendix. Team members will provide assistance for hazard mitigation activities as required by the HMC. Team members will be selected for all functional areas that are applicable to this jurisdiction and which may require local expertise. Primary responsibility for Team members will be to provide mitigation program services for all jurisdictions covered in our emergency management plan, but Team members will also be responsible for coordinating and providing assistance to our partners for development, adoption, implementation, and maintenance of our mitigation action plan.

	Title/Agency
Hazard Mitigation Coordinator	Emergency Management Coordinator
Functional Responsibility	
Public Awareness	Public Information Officer
Emergency Preparedness and Response	Emergency Management Coordinator
Disaster Recovery	Emergency Management Coordinator
Engineering Services	Planning Department
Damage Assessment	Buildings & Grounds, Roads & Bridges, Budget Office
Volunteer Services	Emergency Management Coordinator
Water Treatment	Cities within our jurisdiction
Wastewater Treatment	Cities within our jurisdiction
Drainage/Flood Control	Drainage District
Public Health	Hidalgo County Health Department
Building Codes and Permits	Buildings & Grounds
Zoning Regulations	Planning Department
Legal Services	Hidalgo County Attorney
Subdivision Regulations	Planning Department
Fiscal/Funding Resources	Budget Office
Tax Assessment	Tax Assessor
Septic Tank/Sanitation Standards	Hidalgo County Health Department
Environmental Protection	Hidalgo County Health Department
Property Condemnation	Hidalgo County Judge
Drainage District	Drainage District Director
Council of Government	COG Director

MITIGATION REFERENCE RECORDS

	Title/Subject	Date	Prepared By	File Location
1.	State of Texas Hurricane Evacuation and Mass Care Plan	06/01/06	State of Texas	Emergency Management Office
2.	Disaster Recovery Manual	03/24/06	GDEM	Emergency Management Office
3.	Incident Command System For Structural Collapse Incidents	March 2000	FEMA	Fire Marshall's Office
4.	Initial Response to Hazardous Materials Incidents	August 1992	FEMA	Fire Marshall's Office
5.	Emergency Response to Terrorism: Basic Concepts	08/18/97	FEMA	Fire Marshall's Office
6.	Hidalgo County Hazard Mitigation Action Plan	10/20/2008	LRDVDC	Emergency Management Office

NOTICE OF INTEREST AND HAZARD MITIGATION TEAM REPORT

Jurisdiction: _____ County: _____ Date: _____

1. Hazard Mitigation Coordinator/Project Officer: Address: Phone#: Fax#: E-mail:
2. Impact Area:
3. Hazard Identification:
4. Incident Period:
5. Number of Previous Events Involving this Hazard:
6. Number of Residents at Risk from this Hazard:
7. Background and Discussion:
8. Hazard Mitigation Team Recommendations:
Work Element # 1
Mitigation Action:
Lead Agency:
Estimated Cost:
Funding Method:
Schedule:

CONTINUATION SHEET
(Use this and additional pages as needed to detail multiple work elements)

Work Element # __
Mitigation Action:
Lead Agency:
Estimated Cost:
Funding Method:
Schedule:

Work Element # __
Mitigation Action:
Lead Agency:
Estimated Cost:
Funding Method:
Schedule:

MITIGATION JOB AID #1:
INSTRUCTIONS FOR COMPLETING NOI/ MITIGATION TEAM REPORT

A. General

The "Notice of Interest and Hazard Mitigation Team Report" discussed in Annex P is concerned with one basic goal: to assist in the identification and implementation of mitigation actions that will eliminate, or at least reduce, the potential for future losses.

The report is designed for use to conduct and record an initial survey of an impacted disaster area and facilitate the identification of causes and mitigation opportunities. The report provides the basis for development of a coordinated Mitigation Action Plan (MAP) and a Notice of Interest (NOI) to apply for federal and state funds to implement hazard mitigation actions.

The mitigation report is primarily a response action following a disaster or significant event, however, the process will also be used to document mitigation opportunities identified in findings or recommendations of special comprehensive studies, and for review and update of the *Hazard Analysis* and *Mitigation Action Plan*.

This report identifies mitigation opportunities and addresses them as work elements to be accomplished. The various work elements contained in the report constitute the actions necessary to reduce risk within the designated impact area. It is recommended that the report be prepared no later than 15 working days following a significant event. The report will also be prepared any time an analysis of risk factors indicates a significant level of risk, or opportunities for mitigation actions are identified. A separate report should be completed for each individual proposed mitigation project.

B. Following is an explanation of the components of the report:

Item

1. Hazard Mitigation Coordinator/Project Officer:

   [Identify the person responsible for completing the report and serving as the single point of contact concerning the project. This person represents our jurisdiction and works directly with the state project officer to manage and administer this project.]

2. Impact Area:

   [Identify area or areas impacted by incident/disaster- focus on affected area such as a specific sub division, a section of property along a creek or drainage ditch, or a specific structure such as a building or bridge or culvert etc. This could also identify a vulnerable area potentially at risk such as a designated hurricane risk area, floodway, floodplain, dam failure inundation zone, high erosion or subsidence area, vulnerability zone, etc.]

3. Hazard Identification:

   [Identify specific hazard(s) addressed in this report. For example – severe thunderstorms with flooding from Hurricane Allen, wind damage from a tornado, dam failure and downstream flooding, surge flooding from hurricanes, etc.]

4. Incident Periods:

   [Identify time(s) and date(s) of incident/disaster. If report is prepared prior to an incident/ disaster, use "Pre-Incident Report" for this entry.]

5. Number of Previous Events Involving This Hazard:

   [Identify the number of events caused by this hazard in the time frame for which records are available. For example, two (2) events in 1986, five (5) events from 1983 to present, etc.]

6. Number of Residents at Risk from this Hazard:

   [Identify the number of people at risk in the above identified impact area, or the specific facility. Focus on information pertaining to the proposed problem and recommended actions -- include information such as number of families, housing units, and special needs population affected by incident, or at risk from a potential incident.]

7. Background and Discussion:

   [Explain the problem and what benefits will be derived once problem is corrected]

   [Briefly describe what happened, or what could possibly happen, and the real cause of the problem. A flood is a hazard, but what really caused it to flood this sub-division or this part of town, and why was it so bad this time? Perhaps drainage ditches overflowed because excessive vegetation impeded water flow, or flood control gates were rusty and inoperable, or increased run-off from new development has increased the area vulnerable to floods, etc. If possible, identify specific conditions that directly contributed to impact of incident/disaster]

   [If this is a pre-event situation explain how the problem was identified and why it is important to resolve-explain the problem and how the recommended actions will correct it. If actions are to implement recommendations or findings in a hazard analysis, atlas, or other comprehensive study, identify and discuss the source documents-this will strengthen and reinforce the need to implement your recommend mitigation actions.]

8. Hazard Mitigation Team Recommendation:

   Work Element #:

   [This section of the report is a listing of specific step by step actions to be accomplished that will eliminate, or at least reduce the impact of this hazard. This section is essentially an implementation strategy of mitigation actions that will reduce risk and vulnerability levels within this impact area. Each "Work Element" is a numbered separate task that identifies a specific mitigation action along with a discussion of the means to be

employed to accomplish the action. The number of work elements (i.e., mitigation actions) developed for each report will be determined by the HMC and will be based on the nature of the hazard, and the complexity of the recommended solution.] Each work element is a proposed task to be accomplished to complete a single project. Each proposed project may have multiple work elements and each proposed project requires a separate team report.

a. Mitigation Action:

[Identify specific actions that, if accomplished, will reduce vulnerability and risk in the impact area. Actions should be listed in implementation sequence so they constitute a step by step action plan to achieve mitigation objectives. As an example, you may want to identify the number and value of structures at risk in a particular subdivision; and then apply for environmental and historical preservation clearances; and then develop a land use plan; and then determine availability of grants; and then invite property owners to participate; and then apply for a grant; etc. All of the actions are needed and collectively will provide a way to reduce vulnerabilities and risks. Most mitigation projects consist of a number of interrelated and coordinated mitigation actions accomplished through a step by step process.]

b. Lead Agency:

[Identify the local agency or organization that is best suited to accomplish this action. In most cases the organizations represented on the HMT will be ideally suited to accomplish specific mitigation actions.]

c. Cost of Action:

[Indicate what the cost will be to accomplish this action. This amount will, of course, have to be estimated until actual final dollar amounts can be determined.]

d. Funding Method:

[Indicate how the cost to complete the action will be funded. For example – funds may be provided from existing operating budgets, or from a previously established contingency fund, by voter endorsed bond action, or a cost sharing Federal or State grant, etc. Remember that various funding methods are available and that creative funding techniques may be necessary.]

e. Schedule:

[Indicate when action will begin, and when action is expected to be completed. Remember that some actions will require only a minimum amount of time, while others may require a long-term continuing effort.]

ANNEX U

LEGAL

Hidalgo county

Jurisdiction

APPROVAL & IMPLEMENTATION

Annex U

Legal

Signature Hidalgo County Judge, Ramon Garcia	Date
Signature	Date

RECORD OF CHANGES

Annex U

Legal

Change #	Date of Change	Entered By	Date Entered

ANNEX U
LEGAL

I. AUTHORITY

A. See Section I of the Basic Plan for general authorities.

B. Texas Local Government Code, Chapter 203 (Management and Preservation of Records), and Chapter 229 (Miscellaneous Regulatory Authority of Municipalities).

II. PURPOSE

The purpose of this annex is to make provision for legal services during emergency situations or when such situations appear imminent, and to provide guidance for invoking the emergency powers of government when necessary.

III. EXPLANATION OF TERMS

EOC	Emergency Operating Center
FEMA	Federal Emergency Management Agency
IC	Incident Commander
TAC	Texas Administrative Code
TGC	Texas Government Code

IV. SITUATION & ASSUMPTIONS

A. Situation

The County faces a number of hazards that could threaten public health and safety and personal and government property; see Section IV.A of the basic plan for a summary of these hazards. Legal issues requiring timely resolution may arise during pre-disaster hazard mitigation designed to lessen the effects of known hazards, during pre-disaster preparedness activities designed to enhance the local capability to respond to a disaster, during the actual response to a disaster, or during the post-disaster recovery process.

B. Assumptions

1. Local emergency preparedness plans and programs should have a sound legal basis.

2. In responding to major emergencies and disasters, local officials may be required to take extraordinary measures to protect public health and safety and preserve property. They will also require timely advice regarding the legality of proposed measures.

3. Implementation of measures to protect public health and safety and preserve property during emergency recovery and mitigation activities generally require issuance of appropriate legal documents. These should be prepared by competent legal service professionals.

V. CONCEPT OF OPERATIONS

A. General

1. Emergency Declaration

   a. Pursuant to Chapter 433, Texas Government Code (TGC), the chief elected official or the governing body of a city or county may request the Governor declare a state of emergency for a jurisdiction or a portion thereof. For purposes of this statute, an emergency exists in the following situations: riot or unlawful assembly by three or more persons acting together by use of force or violence, the existence of a clear and present danger of violence, or a natural or man-made disaster. The Governor may proclaim a state of emergency and issue directives to control and terminate the emergency and protect life and property. Directives issued by the Governor for a state of emergency expire 72 hours after issuance; however, successive states of emergency may be declared by the Governor. A sample request for an emergency declaration is provided in Appendix 1.

   b. The emergency declaration process is generally <u>not</u> used for natural or man-made disasters because: (1) it requires action by the Governor to resolve local problems rather than facilitating action by local officials, (2) the Governor's directives require advance notice before they become effective, and (3) directives are of very limited duration – 72 hours. Hence, a disaster declaration may be more appropriate for responding to natural or technological emergencies. An emergency declaration may be appropriate for security-related incidents where local law enforcement resources are inadequate to handle the situation.

   c. If the actions taken by the Governor after an initial emergency declaration do not resolve the emergency situation, the chief elected official or governing body may request that the emergency declaration be continued. If the local emergency situation that was the basis for an emergency declaration is resolved before the Governor's directives expire, it is desirable to advise the Governor that the emergency declaration is no longer required.

2. Disaster Declaration

   a. The Texas Disaster Act, Chapter 418, TGC, provides that the presiding officer of the governing body of a political subdivision (the County Judge of a county or the Mayor of a municipality) may declare a local state of disaster. A disaster declaration may be issued when a disaster has occurred or appears imminent. Chief elected officials, in order to respond to or recover from a significant natural or man-made disaster, typically use the disaster declaration process. A sample disaster declaration is provided in Appendix 2. Copies of a disaster declaration should be filed with the Governor's Division of Emergency Management (GDEM) and the [County Clerk/City Secretary].

   b. Chapter 418.108 of the Texas Government Code provides that county judges and mayors may, when a state of disaster has been declared, exercise similar powers on an appropriate local scale as have been granted to the Governor in the Disaster Act. Among those powers is the authority suspend procedural laws and rules, use public and private resources to respond to the disaster, control the movement of people, restrict the sale and transportation of certain items, and take a number of other actions. Once a state of disaster is declared, a city or county may enact an emergency ordinance or order describing the specific emergency regulations that are to be put into effect during the disaster. A sample emergency powers ordinance is provided in Appendix 5.

   c. Texas statutes (Chapter 229 of the Local Government Code and Chapter 433 of the Texas Government Code) limit the seizure and/or confiscation of any firearm or ammunition from individuals, except under specific circumstances.

   d. A disaster declaration may not be continued in force for more than seven days unless renewed by the [Commissioners Court/City Council]. A sample ordinance/court order extending a disaster declaration is provided in Appendix 3. The [Commissioners Court/City Council] may terminate a state of disaster at any time; this approach is typically used when the threat that gave rise to the disaster declaration has subsided. Alternatively, the [Commissioners Court/City Council] may chose to simply let the declaration expire by taking no action to extend it. A sample ordinance/court order terminating a disaster declaration is provided in Appendix 4.

3. Continuity of Government

   Pursuant to Chapter 418 of the Texas Government Code, the Commissioners Court of the County has adopted a plan for the continuity of the functions of the County during a presidential and/or gubernatorial declared disaster or other catastrophic event. The County Continuity of Operations Plan provides for:

   a. The delegation of administrative duties of the Commissioners Court or any official or employee of the[County to another appropriate person;
   b. The establishment of orders of succession for performing essential functions of the County;

c. The establishment of meeting procedures for the Commissioners Court; and
d. The plan does not provide for the delegation of a duty required by the Texas Constitution.
e. The waiving of the requirement for a quorum for members of the Commissioners Court, except where otherwise prohibited by law, if:
   1) The County is wholly or partly in the area of a disaster declared by the presidential or governor; and
   2) A majority of the Commissioners Court are unable to be present at a meeting as a result of the disaster.

4. Authority for Evacuations

State law provides a County Judge or mayor with the authority to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions.

5. County Regulation of Outdoor Burning & Use of Fireworks

One of the effects of drought conditions is an increased threat of wildfires. Many municipalities have enacted ordinances that prohibit or restrict open fires within their corporate limits at all times. The Local Government Code gives counties authority to mitigate the risk of wildfire by restricting outdoor burning and the use of fireworks in unincorporated areas under certain circumstances.

a. Pursuant to §240.906 of the Local Government Code, The Commissioners Court of a county by order may restrict outdoor burning in general or outdoor burning of a particular substance in all or part of the unincorporated area of the county if drought conditions have been determined by the Texas Forest Service to exist and county officials find that circumstances exist in all or parts of the unincorporated areas of the county such that outdoor burning would create a public safety hazard. The normal procedure for implementing restrictions on outdoor burning is for the County Judge to issue a disaster declaration pursuant to the Texas Disaster Act based on the imminent threat of wildfire. Then, the Commissioners Court issues an emergency order restricting outdoor burning in all unincorporated areas of the county or portions of those areas. A sample disaster declaration based on a threat of wildfire is provided in Appendix 6. A sample Commissioners Court order banning outdoor burning is provided in Appendix 7.

b. Pursuant to §240.904 of the Local Government Code, counties may restrict the use of fireworks in unincorporated areas of the county if drought conditions have been determined to exist by the Texas Forest Service. An order adopted must specify the period during which outdoor burning is prohibited or restricted. The period my not extend beyond the 90th day after the date the order is adopted. Such orders for the Fourth of July fireworks season must be issued by June 15th ending sales by midnight July 4th and by December 15th ending sales by midnight January 1st for the December fireworks season.

B. Activities by Phases of Emergency Management

1. Prevention

   a. Brief the elected officials and department heads on possible liabilities arising from disaster operations, procedures for invoking the emergency powers of government, and legal documents relating to emergency powers.

   b. Maintain current copies of existing disaster-related laws, regulations, and orders.

   c. Develop local procedures for invoking emergency powers.

   d. Prepare sample legal documents (included in this annex) for approval by elected officials.

2. Preparedness

   a. Ensure county emergency call-out rosters include the County Attorney, who should maintain current telephone numbers and addresses for the legal staff.

   b. Review plans and procedures.

   c. Review mutual aid agreements submitted to the jurisdiction for approval and prepare mutual aid agreements to be submitted to other jurisdictions for approval.

3. Response

   a. Advise the County Judge and emergency services staff on legal implications of response activities.

   b. Prepare, have approved and signed, and disseminate legal documents declaring a disaster, terminating a disaster declaration, or invoking emergency powers, if required.

   c. Advise the Incident Commander (IC) on legal matters, such as emergency proclamations, legality of evacuation orders, and legal rights and restrictions pertaining to media access.

4. Recovery

   a. Advise county officials on legal aspects of recovery operations.

   b. Assist county officials in preparing emergency ordinances, permits, applications for state or federal assistance, grant applications, and, if necessary, litigation.

VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

A. General.

Overall responsibility for providing legal services to the County Judge, the Commissioners Court, department heads, and other local officials during an emergency rests with the County Attorney. The County Attorney will be assisted by his or her subordinates.

B. Task Assignments

1. County Judge

   a. Will take such actions that are legal and necessary to manage the disaster at hand.

   b. If the situation warrants, may declare a local state of disaster. Issuance of a local disaster declaration is advisable if an emergency situation has resulted in substantial damage to privately-owned or government property and state or federal assistance will be needed to recover from the incident. If a local disaster declaration is issued, it shall be given prompt and general publicity.

   c. If the situation warrants, may request the Governor to declare a state of emergency.

   d. If requesting state assistance to cope with a local disaster, should attach copies of any local disaster declaration that has been issued to the request for state assistance. See Annex J, Damage Assessment, for further information.

2. County Attorney

   a. Advise county elected officials and department heads regarding the emergency powers of local government and necessary procedures for invoking measures to:

      1) suspend procedural laws and rules
      2) establish curfews
      3) restrict or deny access to a disaster area
      4) control the movement of persons and occupancy of premises in a disaster area
      5) implement wage, price, and rent control;
      6) establish rationing for critical supplies
      7) limit or restrict use of water or other utilities
      8) use any publicly owned resource to respond to the disaster
      9) commandeer private property, subject to compensation requirements, to respond to the disaster
      10) remove debris from publicly or privately owned property
      11) restrict outdoor burning and use of fireworks

   b. Review and advise [county/city] officials on possible liabilities arising from disaster operations, including the exercising of any or all of the above powers.

   c. Prepare and recommend legislation to implement the emergency powers that may be required during an emergency.

d. Advise county officials and department heads on record keeping requirements and other documentation necessary for the exercising of emergency powers.

e. Prepare and keep current this annex.

f. During an emergency, report instances of overcharging for emergency supplies, equipment, and repair materials to the Consumer Affairs section of the Office of the Attorney General.

3. County Clerk

a. Publish required agenda of meetings.

b. Prepare a record of public meetings

c. Receive a copy of disaster declarations and documents extending or terminating a state of disaster.

d. Ensure proper protection of all records.

VII. DIRECTION & CONTROL

A. General. The County Attorney is responsible for providing legal services to the County Judge, Commissioners Court and department heads and for preparing all legal documents necessary for the conduct of emergency operations and the exercise of emergency powers. Supervisors will exercise their usual supervisory responsibilities over legal personnel**.**

B. **Coordination.** The County Attorney will designate a person to coordinate with the County Judge and the EOC, if activated. The County Attorney will identify staff members to be called for emergency duty and will designate those responsible for contacting such staff members.

C. **Line of Succession**. The line of succession for legal services personnel will be:

1. Attorney with the office of Atlas & Hall
2. Attorney with the office of the Hidalgo County Criminal District Attorney

VIII. READINESS LEVELS

A. Readiness Level IV – Normal Conditions

See the prevention and preparedness activities in paragraphs V.B.1) and V.B.2) above.

B. Readiness Level III - Increased Readiness

1. The County Attorney will review the potential emergency situation, determine staff availability, and review emergency tasks assigned in the emergency management plan and this annex.

2. The County Attorney will designate the personnel on call for emergency duty.

C. Readiness Level II – High Readiness

1. Senior county officials and department heads will be briefed on the legal ramifications, if any, of the potential emergency situation.

2. The County Attorney will brief the legal staff on the potential emergency situation and plans to deal with it should it occur and ensure that on-call staff members are available by telephone and ready to report duty if called.

D. Readiness Level I – Maximum Readiness

The designated on call legal services representative will proceed to the EOC if requested.

IX. ADMINISTRATION & SUPPORT

A. Maintenance of Records. All records generated during an emergency will be collected and filed in an orderly manner so a record of events is preserved for use in determining response costs, settling claims, and updating emergency plans and procedures.

B. Preservation of Records. Vital legal records should be protected from the effects of disaster to the maximum extent feasible. Should records be damaged during an emergency situation, professional assistance in preserving and restoring those records should be obtained from a firm specializing in these tasks as soon as possible.

C. Training. Legal services personnel who will be participating in EOC operations shall receive training on the operating procedures for that facility.

X. ANNEX DEVELOPMENT & MAINTENANCE

A. Development. The County Attorney is responsible for developing and maintaining this annex.

B. Maintenance. This annex will be reviewed annually and updated in accordance with the schedule outlined in Section X of the Basic Plan.

XI. REFERENCES

A. Governor's Division of Emergency Management *Local Emergency Management Planning Guide (DEM-10)*.

B. FEMA *Guide for All-Hazard Emergency Operations Planning* (SLG-101)

APPENDICES:

Appendix 1 .....Sample Request for Emergency Declaration
Appendix 2 .....Sample Disaster Declaration
Appendix 3…….....…Sample Extension of Disaster Declaration
Appendix 4…….....….Sample Termination of Disaster
Appendix 5…….....……Sample Emergency Powers
Appendix 6 …….....……Sample Disaster Declaration for Wildfire Threat
Appendix 7 … .....……Sample Burn Ban

SAMPLE REQUEST FOR EMERGENCY DECLARATION

The Honorable _____ Date:
Governor of Texas
c/o State Coordinator
Governor's Division of Emergency Management
P. O. Box 4087
Austin, Texas 78773-0001

Dear Governor _____:

The County of Hidalgo,Texas, is facing significant threats to life, health and property due to:

[Provide a description of the threat and the area or areas affected. Threats may include:

- riot or unlawful assembly of three or more persons acting together by use of force or violence
- the existence of a clear and present danger of the use of violence
- a natural or man-made disaster
  (For these threats, a disaster declaration may be more appropriate.)]

The potential impact of this threat is:

[Provide an estimate of the impact on public health, safety, and property if the threat is not dealt with.]

I have determined that this incident is of such severity and magnitude that an effective response is beyond the capability of the [county/city] to control. Pursuant to §433.001 of the Texas Government Code, I am requesting that you declare a state of emergency for Hidalgo County, Texas, and issue appropriate directives to deal with the emergency; including:

[Indicate what measures that you want the Governor to take.]

Furthermore, I am asking that successive proclamations be issued and remain in effect until the threat of loss of life, injury, or damage property is contained.

A timely response to this request would be appreciated.

signature
Hidalgo County Judge

* NOTE: The statute provides that either the chief elected or the governing body of a city or county may request the Governor issue an emergency declaration. If a governing body makes a request, this letter should be appropriately modified.

SAMPLE DISASTER DECLARATION

DECLARATION OF DISASTER

WHEREAS, the County of Hidalgo on the ____ day of _____ ,20__ , has suffered widespread or severe damage, injury, or loss of life or property (or there is imminent threat of same) resulting from

[Briefly describe the disaster situation.] , and

WHEREAS, the County Judge of Hidalgo County has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property,

NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNTY JUDGE HIDALGO COUNTY:

1. That a local state of disaster is hereby declared for Hidalgo County, Texas, pursuant to §418.108(a) of the Texas Government Code.

2. Pursuant to §418.018(b) of the Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the Commissioners Court of Hidalgo County, Texas.

3. Pursuant to §418.018(c) of the Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk.

4. Pursuant to §418.018(d) of the Government Code, this declaration of a local state of disaster activates the county emergency management plan.

5. That this proclamation shall take effect immediately from and after its issuance.

ORDERED this the _____day of _____ , 20__ .

_____signature_____
Hidalgo County Judge

SAMPLE EXTENSION OF DISASTER DECLARATION

COMMISSIONERSCOURT ORDER

WHEREAS, on [____date___], the County Judge issued a proclamation declaring a state of disaster for Hidalgo County, Texas, resulting from

[Provide a brief description of the disaster];

WHEREAS, the conditions necessitating declaration of a state of disaster continue to exist; and

WHEREAS, §418.108(b) of the Texas Government Code provides that a local state of disaster may not be continued for a period of excess of seven days without the consent of the governing body of the political subdivision;

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURTof Hidalgo County, Texas:

1. That the state of disaster proclaimed for the _____ by the County Judge on _____ shall continue until terminated by order of the COMMISSIONERS COURT.

2. This ordinance is passed as an emergency measure and pursuant to [local authority for emergency measures] and shall become effective on the ___ day of _____ , 20____ .

PASSED AND ADOPTED, this _____ day of _____ , 20___.

APPROVED, this ____ day of _____ , 20__.

_____
County Judge

[Commissioners Court orders will normally include the signature of the County Judge and the County Commissioners.]

SAMPLE TERMINATION OF DISASTER

COMMISSIONERS COURT ORDER

WHEREAS, on _____, the County Judge, pursuant to the Texas Government Code, Chapter 418, (the "Texas Disaster Act"), issued a proclamation declaring a local state of disaster for the County of Hidalgo, Texas, resulting from:

[Describe the situation that occasioned the disaster declaration];

WHEREAS, the conditions necessitating the proclamation of a local state of disaster have ceased to exist; and

WHEREAS, the Texas Disaster Act provides that a local state of disaster may be terminated by the governing body of the political subdivision or by executive order of the County Judge,

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT:

1. The Commissioners Court, as the governing body of Hidalgo County, Texas, hereby terminates the proclamation of a local state of disaster described in the preamble above.

2. A public emergency exists requiring that this ordinance be passed formally on the date of its introduction; therefore, thisorder shall take effect immediately upon its passage and approval by the County Judge.

PASSED AND ADOPTED, this ____ day of _____ , 20__.

APPROVED, this ____ day of _____ , 20__.

_____
County Judge

[Commissioners Court orders will normally include the signature of the County Judge and the County Commissioners.]

SAMPLE EMERGENCY POWERS

COMMISSIONERS COURT ORDER

WHEREAS, by proclamation issued [date of disaster declaration], the County Judge] declared a state of disaster for Hidalgo County, Texas, resulting from

[Briefly describe the situation]; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Executive Order of the Governor Relating to Emergency Management; now, therefore, the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated:

[Eliminate sections below describing measures that will not be used.]

1. CURFEW

   (a) A person shall not remain or travel upon any public or private property in the following area(s) between the hours of _____ and _____:

   [Insert description of applicable areas]

   (b) Subsection (a) shall not apply to:

      (1) a person authorized by the Emergency Management Director to assist in the production of the health, safety, or welfare of the public; or
      (2) a person who remains or travels upon private property which is owned by him or upon which the person has been invited.

2. MOVEMENT OF PEOPLE AND OCCUPANCY OF PREMISES

   (a) A person shall not remain or travel upon any public or private property in the following area(s):

   [Insert description of applicable areas]

   (b) Subsection (a) shall not apply to a person authorized by local government officials to assist in the protection of the health, safety, or welfare of the public.

3. UTILITIES

   All utility services shall be discontinued in the following area(s):

   [Insert description of applicable areas]

4. FLAMMABLE PRODUCTS

(a) A person shall not sell or give away gasoline or other flammable or combustible products in the following area(s):

[Insert description of applicable areas]

(b) All gasoline stations shall be closed in the following area(s):

[Insert description of applicable areas]

5. EXPLOSIVES

(a) A person shall not sell, barter, loan, or give away arms, ammunition, dynamite, or other explosives in the following area(s):

[Insert description of applicable areas]

(b) All establishments where arms, ammunition, dynamite, or other explosives are sold shall be closed in the following area(s):

[Insert description of applicable areas]

6. ALCOHOLIC BEVERAGES

(a) A person shall not sell or distribute beer, wine, liquor, or alcoholic beverages of any kind in the following area(s):

[Insert description of applicable areas]

(b) Subsection (a) shall not apply to the sale of medicine which contains alcohol.

7. PRICE CONTROLS

A person shall not sell any of the following goods or services for more than the price the person charged for the goods or services on (date of disaster declaration):

(a) groceries, beverages, toilet articles, ice
(b) construction and building materials and supplies, and earthmoving equipment and machinery
(c) electrical and gas generating and transmission equipment, parts and accessories
(d) charcoal briquettes, matches, candles, lamp illumination and heat unit carbides, dry batteries, light bulbs, flashlights, and hand lanterns
(e) hand tools (manual and power), hardware and household supplies, and equipment rental
(f) automotive parts, supplies, and accessories
(g) plumbing and electrical tools and supplies
(h) apartment, duplex, multi-family dwelling, rooming house, hotel and motel rental

(i) gasoline, diesel oil, motor oil, kerosene, grease, and automotive lubricants
(j) restaurant, cafeteria, and boarding-house meals
(k) services of roofing and building contractors, plumbers, electricians, mechanics, tree surgeons, and automobile wrecker companies
(l) medicine, pharmaceutical, and medical equipment and supplies
(m) blankets, quilts, bedspreads, bed linens, mattresses, bedsprings, bedsteads, towels, and toilet paper
(n) furniture and clothing

8. SUSPENSION AND MODIFICATION OF ORDINANCES

(a) The following ordinances and regulations are hereby suspended or modified as indicated:

[List the relevant ordinances and regulations]

(b) The suspension or modifications of the ordinances and regulations listed in Subsection (a) shall remain in effect until (date 60 days from the date these regulations are issued), or until the state of disaster is terminated, whichever is sooner.

9. PENALTIES

(a) These regulations shall have the effect of ordinances when duly filed with the [County Clerk/City Secretary].

(b) A person who violates any provision of these regulations, upon conviction, is punishable by a fine of not more than five hundred dollars ($500.00).

10. EMERGENCY

This [ordinance/order] shall take effect immediately from and after its passage and publication, and it is accordingly so ordained.

PASSED AND ADOPTED, this _____ day of _____ , 20__.

APPROVED, this ____ day of _____ , 20__.

_____
County Judge

[Commissioners Court orders will normally include the signature of the County Judge and the County Commissioners.]

SAMPLE DISASTER DECLARATION FOR WILDFIRE THREAT

PROCLAMATION

WHEREAS, Hidalgo County has not had rainfall for an extended period and weather forecasters offer little promise of a change in the hot, dry conditions in the near future; and

WHEREAS, these hot, dry conditions pose the threat of large, dangerous and fast-moving wildfires: and,

WHEREAS, such fires have the potential of endangering lives and damaging property o a large scale; and

WHEREAS, the Texas Disaster Act of 1975 authorized declaration of a state of disaster "if the threat of disaster is imminent" and

WHEREAS, the magnitude of the potential damage and the rapidity at which such a fire could escalate to major proportions constitute an imminent threat of disaster; and

WHEREAS, declaration of such disaster authorized the imposition of controls on activities which tend to increase the likelihood of fires; and

WHEREAS, such controls, once implemented, have the potential of protecting lives and property by mitigating the threat of dangerous fires;

BE IT THEREFORE PROCLAIMED, that I _____, County Judge of Hidalgo County, do hereby declare a state of disaster based on the threat of large wildfires in Hidalgo County, Texas; and

BE IT ALSO PROCLAIMED that this state of disaster will continue until rescinded in accordance with the above statute and order, but in no instance will this declaration continue for more than seven days without authorization by the Hidalgo County Commissioners Court;

BE IT ALSO PROCLAIMED that this state of disaster is being declared solely for the purpose of implementing controls aimed at mitigating the hazard posed by wildfires during the current hot, dry weather.

BE IT ALSO ORDERED THAT the purpose of this order is the mitigation of the hazard posed by wildfires by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order

IN WITNESS WHEREOF, I affix my signature this _____ day of _____, 20____

_____
County Judge

SAMPLE BURN BAN

COMMISSIONERS COURT ORDER
PROHIBITION OF OUTDOOR BURNING

WHEREAS, in accordance with provisions of the Texas Disaster Act of 1975, a state disaster has been based on the imminent threat of disaster from wildfire; and

WHEREAS, declaration of such disaster authorized the imposition of controls on activities which tend to increase the likelihood of such fires:

BE IT THEREFORE ORDERED that the following emergency regulations are hereby established for all unincorporated areas of Hidalgo County, Texas for the duration of the above mentioned declaration;

1. Actions Prohibited:

   A person violates this order if he or she burns any combustible material outside of an enclosure serving to contain all flames and/or sparks, or orders such burning by others.

2. Enforcement:

   A. Upon notification of suspected outdoor burning, the fire department assigned to the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.

   B. As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.

   C. If in the opinion of the officer at the scene and/or the fire chief, the goal of the order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his discretion, notify the party about the provisions of this order and request compliance with it. In such instances, an entry of the notification shall be made into the dispatchers log containing the time, date, and place of the warning, and the name of the person receiving the warning.

3. At the discretion of the peace officer or the fire chief, second or flagrant violations of this order may be prosecuted in accordance with the statutes and procedures governing misdemeanors.

BE IT ALSO ORDERED that this order may be enforced by any duly-commissioned peace officer and that the venue for prosecution of this order will be the Justice of the Peace.

APPROVED, this ____ day of _____ , 20__.

_____
County Judge

[Commissioners Court orders will normally include the signature of the County Judge and the County Commissioners.]

AI-28939 **14. A.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Rene Guerra, District Attorney **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Pursuant to Texas Local Government code, 263.151 (1), approval to declare as "Salvage Property" (for the purposes of destruction", including authority to remove the following detailed items from the Hidalgo County HIDTA Task Force inventory:

Asset No.	Description	Acquisition Date	Serial No.
24308	Motorola Des Spectra/Radio-Mobile	12/17/91	671ARW0098
24310	Motorola Des Spectra/Radio-Mobile	12/17/91	671ARW0099
24311	Motorola Des Spectra/Radio-Mobile	12/17/91	671ARW0096
24313	Motorola Des Spectra/Radio-Mobile	12/17/91	671ARW0095
36269	Software Analyst Notebook	02/06/01	CD Software I2
44493	Motorola Des Spectra/Radio-Mobile	07/31/00	465AAL0210
44495	Motorola Des Spectra/Radio-Mobile	07/31/00	465AAL0211
44497	Motorola Des Spectra/Radio-Mobile	07/31/00	465AAL0212
44559	Motorola Des Spectra/Radio-Mobile	07/31/11	465AAL0213

BACKGROUND

Although these items are considered and ordered "salvage", destruction is the only option due to the potential risk of the illegal use on the community.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

LGC 263.151 (1)

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2011 03:59 PM
Sylvia Solis	Sylvia Solis	10/05/2011 04:29 PM
Auditor's Office	Arcilia Duran	10/07/2011 10:58 AM
Purchasing Department	Marty Salazar	10/07/2011 11:35 AM

Purchasing Department Marty Salazar 10/07/2011 11:36 AM

Form Started By: Nelda Olivarez Started On: 10/04/2011 02:21 PM

Final Approval Date: 10/07/2011

LOCAL GOVERNMENT CODE

TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY

SUBTITLE B. COUNTY ACQUISITION, SALE, OR LEASE OF PROPERTY

CHAPTER 263. SALE OR LEASE OF PROPERTY BY COUNTIES

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989.

HIDALGO COUNTY, TEXAS **HIDALGO COUNTY**
PURCHASING DEPARTMENT/ **H.I.D.T.A.**
FIXED ASSET DIVISION **2011 PHYSICAL INVENTORY**

DEPRECIATION SCHEDULE

QTY	ASSET NO.	ASSET DESCRIPTION	ACQ. DATE	LIFE EXP.	SERIAL NUMBER	EST. DEPR. DATE	SALVAGE VALUE
1	24308	MOTOROLA DES SPECTRA/RADIO - MOBILE	12/17/1991	10	671ARW0098	12/17/2001	$300.00
1	24310	MOTOROLA DES SPECTRA/RADIO - MOBILE	12/17/1991	10	671ARW0099	12/17/2001	$300.00
1	24311	MOTOROLA DES SPECTRA/RADIO - MOBILE	12/17/1991	10	671ARW0096	12/17/2001	$300.00
1	24313	MOTOROLA DES SPECTRA/RADIO - MOBILE	12/17/1991	10	671ARW0095	12/17/2001	$300.00
1	36269	SOFTWARE ANALYST NOTEBOOK	2/6/2001	5	CD SOFTWARE 12	2/6/2006	$704.00
1	44493	MOTOROLA DES SPECTRA/RADIO - MOBILE	7/31/2000	10	465AAL0210	7/31/2010	$367.72
1	44495	MOTOROLA DES SPECTRA/RADIO - MOBILE	7/31/2000	10	465AAL0211	7/31/2010	$367.72
1	44497	MOTOROLA DES SPECTRA/RADIO - MOBILE	7/31/2000	10	465AAL0212	7/31/2010	$367.72
1	44559	MOTOROLA DES SPECTRA/RADIO - MOBILE	7/31/2000	10	465AAL0213	7/31/2010	$367.72

AI-28942 **14. B.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Rene Guerra, District Attorney **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Approval to remove the following fixed asset from the Hidalgo County HIDTA Task Force inventory list:

Asset No.	Description	Acquisition Date
33685	Night Enforcer 260 Binoculars	07/12/1999

BACKGROUND

All efforts were exhausted through the Hidalgo County Fixed Assets Division, Purchasing Department and the HIDTA Task Force staff to locate said item.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Residual value included in attachment.

Attachments

Affidavit

worksheet

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2011 04:55 PM
Sylvia Solis	Sylvia Solis	10/06/2011 09:19 AM
Auditor's Office	Arcilia Duran	10/07/2011 11:00 AM
Purchasing Department	Marty Salazar	10/07/2011 11:36 AM

Form Started By: Nelda Olivarez Started On: 10/04/2011 03:04 PM

Final Approval Date: 10/07/2011

Hidalgo County District Attorney's Office
H.I.D.T.A. TASK FORCE

AFFIDAVIT

It is my intent to attest that the following items are no longer in the possession of the Hidalgo County HIDTA Task Force.

Asset No.	Description	Acq Date	Serial/VIN Number	PO No.
33685	NIGHT ENFORCER 260 BINOCULARS	07/12/1999		278232

All efforts were exhausted through the Hidalgo County Fixed Assets Division, Information Technology Department, and the HIDTA Task Force staff to locate said items. Due to the lapse of time and transitions of Task Force staff and commander, I formally request that the aforementioned items be removed from the inventory list.

Dora L. Munoz
HIDTA Task Force Commander

THE STATE OF TEXAS ()
()
COUNTY OF HIDALGO ()

BEFORE ME, the undersigned authority, on this day personally appeared Dora L. Munoz 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 purpose and consideration there expressed.

GIVEN UNDER MY HAND and seal of office this 4th day of October, 2011 A.D.

Notary Public

Sonya I Lopez
Notary Public, State of Texas
My Commission Expires:
June 2, 2015

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

Hidalgo County, Texas
Purchasing Department/
Fixed Asset Division

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

2011 DEPRECIATED VALUE REPORT

QTY	ASSET NO.	ASSET DESCRIPTION	ACQ. DATE	SERIAL NUMBER	EST. DEPR. DATE	RESIDUAL VALUE
1	33685	NIGHT ENFORCER 260 BINOCULARS	7/12/1999	-	7/12/2006	$239.50

AI-29043 **15. A.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Carlos Jasso **Submitted By:** Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program for Precinct No. 4 is requesting consideration and action to award and enter into a construction contract with O.G. Construction, Co., L.L.C., lowest bidder meeting all specifications and/or requirements, for the Texas General Land Office (GLO) contract No.10-5066-000-5049 and the Disaster Recovery Program DRS 010068 – Trenton Drain Project Flood Drainage Improvements Project in the amount of $1,645,863.50.

BACKGROUND

Bids were requested and received for Pct. No. 4 – Trenton Drain Flood Drainage Improvements project. Mr. Raul Sesin P.E. for the Hidalgo County prepared the specification packages. Bids were received and opened at the Hidalgo County – Purchasing Dept. on September 7, 2011. After review, the project engineer recommended O.G. Construction, Co., L.L.C as the lowest of the two (2) bidders. Please see attached engineers recommendation letter and a copy of bid tabulations. Only portions of the Base Bid and Alternate No. 7 will be utilized. Please see attachments for the breakdown.

Contractor: O.G. Construction, Co., L.L.C
Contract amount: $ 1,645,863.50
Funds available: $ 1,701,633.99

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for the Precinct #4 - Trenton Drain Flood Drainage Improvements Project.

Contract Amount: $1,645,863.50
Available funds: $1,701,633.99

Attachments

Precinct No. 4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/07/2011 04:35 PM
Perla Lopez	Perla Lopez	10/07/2011 04:44 PM
Purchasing Department	Angela Garcia	10/07/2011 04:50 PM

Form Started By: Hilda Bazan Started On: 10/07/2011 04:20 PM

Final Approval Date: 10/07/2011

PLANNING DEPARTMENT
County Of Hidalgo

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

September 27, 2011

Honorable Commissioner Joseph Palacios
Hidalgo County Precinct No. 4
1051 North Doolittle Road
Edinburg, Texas 78542

Re: Hidalgo County Urban County Program
Hidalgo County Precinct No. 4 – Flood Drainage Improvements Project Phase I
For the Texas General Land Office
Contract No. 10-5066-000-5043 and DRS010068
BID NO. 6536-94-0309-5000-9400
(Trenton Drain)

Dear Commissioner Palacios;

Bids were received and opened for the Hidalgo County Urban County Program Hidalgo County Precinct No. 4 – Flood Drainage Improvements Project Phase I For the Texas General Land Office Contract No. 10-5066-000-5043 and DRS010068 on September 07, 2011. A total of two bids were received with O.G. Construction, Co., LLC being the low bidder with a base bid of $1,335,341.00, Add Alternate No. 1 bid of $24,392.00, Add Alternate No. 2 bid of $77,976.00, Add Alternate No. 4 bid of $142,158.00, Add Alternate No. 5 bid of $510,852.50 and Add Alternate No. 7 bid of $424,755.00. Attached is a copy of the bid tabulation for your review.

This project involves the installation of a storm pipe system with appurtenances, Irrigation line system adjustments and the excavation of a drainage ditch system with hauling of the excess spoil. This system will provide an outfall for several Colonias located between Trenton Road and Alberta Road and the surrounding area. O.G. Construction, Co., LLC has constructed several projects within Hidalgo County. We recommend award of the contract to O.G. Construction, Co., LLC for the Base Bid and Add Alternates No. 1, No. 2, No. 4, No. 5 and No. 7 in the amount of $1,645,863.50.

If you have any questions or require further information, please feel free to contact me at your convenience.

Respectfully,
HIDALGO COUNTY PLANNING DEPARTMENT

Raul E. Sesin, P.E., C.F.M.
Planning Administrator

C: Antonio Barco, Comp. Div. Manager, Urban County Program

COMMISSIONER JOSEPH PALACIOS
Hidalgo County Precinct No. 4

Project: Trenton Drain
Location: Between Alberta Rd. and Trenton Rd.
Date: 10/6/2011
Engineer: Raul E. Sesin, PE, CFM

SUMMARY OF BID ITEMS RECEIVED FOR PROJECT

Item		
1.	Base Bid with RCP and Irrigation Work	$ 1,335,341.00
2.	Alternate No. 1 Ditch Excavation with Hauling & Stockpile of Material	$ 24,392.00
3.	Alternate No. 2 Irrigation Aerial Crossings and Re-grading of Ditch	$ 77,976.00
4.	Alternate No. 3 RCB Instead of RCP	$ 587,280.00
5.	Alternate No. 4 Concrete Rip-Rap work	$ 142,158.00
6.	Alternate No. 5 Ditch Excavation and Hauling of Dirt	$ 510,852.50
7.	Alternate No. 6 Aerial Irrigation Crossing Instead of Pipe Crossing	$ 25,800.00
8.	Alternate No. 7 Polymer Coated Corrugated Pipe	$ 424,755.00

REINFORCED CONCRETE PIPE AT GAS LINE SIPHON

60" RCP 337LF @ $225.00 =	$ 75,825.00
42" RCP 120 LF @ $148.00 =	$ 17,760.00
CONCRETE TOTAL =	$ 93,585.00
60" P-CMP 337 LF @ $105.00 =	$ 35,385.00
42" P-CMP 120 LF @ $64.00 =	$ 7,680.00
P-CMP TOTAL =	$ 43,065.00

RECOMMENDED ITEMS FOR AWARD TO CONTRACTOR

Recommended Award Option: Base Bid with Alternated No. 1, No. 2, No. 4, No. 5, and with No. 7 replacing the concrete pipe in the base bid with exception of the gas line crossing.

1.	Base Bid RCP at gas line siphon and Irrigation Work	$ 508,795.00
2.	Alternate No. 1 Ditch Excavation with Hauling & Stockpile of Material	$ 24,392.00
3.	Alternate No. 2 Irrigation Aerial Crossings and Re-grading of Ditch	$ 77,976.00
4.	Alternate No. 4 Concrete Rip-Rap work	$ 142,158.00
5.	Alternate No. 5 Ditch Excavation and Hauling of Dirt	$ 510,852.50
6.	Alternate No. 7 Polymer Coated Corrugated Pipe	$ 381,690.00

RECOMMENDED TOTAL FOR PROJECT: $ 1,645,863.50

AVAILABLE FUNDS FOR CONSTRUCTION: $ 1,701,633.99

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: September 7, 2011 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: PCT. 4 FLOOD DRAINAGE IMPROVEMENTS PROJECT PHASE I FOR THE TEXAS GENERAL LAND OFFICE (GLO) TRENTON DRAIN

BID NO: 6536-94-0309-5000-9400 | **PROCURMENT SPECIALIST:**

BID RFB	NAME OF COMPANY	BID BOND/ CHECK	ALT 1	ALT 2	ALT 3	ALT 4	ALT 5	ALT 6	ALT 7	BASE BID
No. 1	O.G Const. L.L.C (Edinburg,Texas)	X	$24,392.00	$77,976.00	$587,280.00	$142, 158.00	$510,852.50	$424,755.00	N/A	$1,331,341.00
No. 2	5125 Company (Mission, Texas)	X	$57,160.00	$148,900.00	$729,070.00	$1,176,970.00	$863,810.00	$54,000.00	$654,225.00	$1,342, 355.00
No. 3										
No. 4										
No. 5										
No. 6										
No. 7										
No. 8										

CONSTRUCTION CONTRACT

This Agreement, entered into this **11th** day of **October** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM, joined** by **HIDALGO COUNTY PREINCT NO. 4**(hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **O.G. Construction, Co., L.L.C**, of Edinburg, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

PROJECT NAME:	**Precinct No. 4 – Trenton Drain Flood Drainage Improvements Project (Texas General Land Office Contract No. 10-5066-000-5043/DRS Contract No. DRS010068)**
PROJECT #:	**6536-94-0309-5000-9400**
PROJECT DESCRIPTION:	**Flood Drainage Improvements**

Heinafter called the project, for the sum of **One million Six Hundred Forty Five Thousand Eight Hundred and Sixty Three dollars & Fifty Cents ($ 1,645,863.50),** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the–plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Mr. Raul Sesin P.E.** entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **180** consecutive calendar days therafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 250.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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

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

_____
Contractor

Name of Firm: O.G. Construction Company, L.L.C

Address: 4021 N. Closner Blvd.
Edinburg, Texas 78541

Fed. I.D. #/S.S. 47-0944347

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/28/2011

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: Rose Ovalle
SafeGuard Insurance Agency 800 N. 10th St. McAllen TX 78501	PHONE (A/C, No, Ext): (956) 687-1811 FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00016677

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
OG Construction Co. LLC OG Utility Group L.L.C. 222 W University Drive Edinburg TX 78539	INSURER A: Essex Ins Co	
	INSURER B: Texas Mutual Fund	
	INSURER C: Hallmark County Mutual	
	INSURER D: Rockhill Ins Co	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: CL1112101832** **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 [X] Rented Equipment Incl GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		CL420302787	5/12/2011	5/12/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			TXA503511-04	06/26/2011	06/26/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $ 10000	X		RXXLRU000773-00	6/17/2011	6/17/2012	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001183268	8/29/2011	8/29/2012	[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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of Hidalgo shall be named as Additional Insured on all Commercial General Liability Policies

CERTIFICATE HOLDER

County of Hidalgo
2812 South Highway Bus 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

Rose E Ovalle

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AI-28900 **15. B.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Eric Trevino **Submitted By:** Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

1. (2) Units in the Countywide area in the amount of $94,000.00 to De Leon Construction.
2. (1) Unit in the Countywide area and (1) Unit in the City of Donna in the amount of $94,096.00 to G & G Contractors.

BACKGROUND

STAFF COMMENTS & RECOMMENDATION:
The applicants were approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on April 26, 2011, May 31, 2011, July 12, 2011 and September 2, 2011. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, September 14, 2011.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Attachments

De Leon - De Leon
De Leon - Lobato
G&G - Hinojosa
G&G - Cortez
Bids & Insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2011 03:27 PM
Perla Lopez	Perla Lopez	10/06/2011 10:17 AM
Auditor's Office	Arcilia Duran	10/06/2011 05:21 PM
Purchasing Department	Marty Salazar	10/07/2011 11:33 AM

Form Started By: Hilda Bazan Started On: 09/30/2011 08:53 AM

Final Approval Date: 10/07/2011

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **October 11, 2011**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: **Rosalinda De Leon**

BORROWER'S ADDRESS: **8341 Guadalupe Blvd.**
Monte Alto, TX 78583

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **Hugo De Leon d/b/a DE LEON CONSTRUCTION**

CONTRACTOR'S ADDRESS: **P.O. Box 1536, Mission, TX 78572**

NOTE:

$47,000.00 Mechanic's Lien Note dated **October 11, 2011,** executed by Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **October 11, 2011**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **October 11, 2011** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION: **$47,000.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obliges both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

_____

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

_____

Rosalinda De Leon

CONTRACTOR'S SIGNATURE:

_____

Hugo De Leon
d/b/a DE LEON CONSTRUCTION

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Rosalinda De Leon** of HIDALGO COUNTY, on **October 11, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Hugo De Leon d/b/a DE LEON CONSTRUCTION** on **October 11, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on **October 11, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lot 2 & 3 Block 41, Townsite of Rollo, now know as Townsite of Monte Alto, Hidalgo County, Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **October 11, 2011**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: **Esmeralda P. Lobato**

BORROWER'S ADDRESS: **113 San Angelo**
Alamo, TX 78516

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **Hugo De Leon d/b/a DE LEON CONSTRUCTION**

CONTRACTOR'S ADDRESS: **P.O. Box 1536, Mission, TX 78572**

NOTE:

$47,000.00 Mechanic's Lien Note dated **October 11, 2011**, executed by Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **October 11, 2011**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **October 11, 2011** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION: **$47,000.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

_____

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

_____

Esmeralda P. Lobato

CONTRACTOR'S SIGNATURE:

_____

Hugo De Leon
d/b/a DE LEON CONSTRUCTION

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Esmeralda P. Lobato** of HIDALGO COUNTY, on **October 11, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Hugo De Leon d/b/a DE LEON CONSTRUCTION** on **October 11, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on **October 11, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lot 399, South Tower Estates Subdivision, Hidalgo County, Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **October 11, 2011**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: Rene & Thelma Hinojosa

BORROWER'S ADDRESS: **21227 N. FM 493 Edinburg, TX 78542**

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **Rene Garza, G & G Contractors**

CONTRACTOR'S ADDRESS: **5125 S. 281, Ste 3, Edinburg, TX 78539**

NOTE:

$38,198.00 Mechanic's Lien Note dated **October 11, 2011** executed y Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **October 11, 2011**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **October 11, 2011** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION: **$38,198.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

_____

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

_____

Rene Hinojosa

_____

Thelma Hinojosa

CONTRACTOR'S SIGNATURE:

_____

Rene Garza
G& G Contractors

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Rene Hinojosa** of HIDALGO COUNTY, on **October 11, 2011**.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Thelma Hinojosa** of HIDALGO COUNTY, on **October 11, 2011**.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Rene Garza G & G Contractors** on _____.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on **_____, 2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All of Lot 2, Collin Subdivision, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **October 11, 2011**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: Guadalupe Cortez & Sandy Lozoya

BORROWER'S ADDRESS: **2007 Casarez St., Donna, TX 78537**

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **Rene Garza, G & G Contractors**

CONTRACTOR'S ADDRESS: **5125 S. 281, Ste 3, Edinburg, TX 78539**

NOTE:

$55,898.00 Mechanic's Lien Note dated **October 11, 2011** executed y Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **October 11, 2011**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **October 11, 2011** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION: **$55,898.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

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(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

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(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

_____

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

_____

Guadalupe Cortez

_____

Sandy Lozoya

CONTRACTOR'S SIGNATURE:

_____

Rene Garza
G& G Contractors

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Guadalupe Cortez** of HIDALGO COUNTY, on **October 11, 2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Sandy Lozoya** of HIDALGO COUNTY, on **October 11, 2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Rene Garza G & G Contractors** on _____.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on **_____, 2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lot 3 & 4, in Block Seven 7, Colonia Plaza, an addition to the City of Donna, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: September 14, 2011

Bid Opening Time: 9:30 am

Description of Bid: Demolition and Reconstruction of One (1) unit in the city of Donna, One (1) unit in the city of Elsa, One (1) unit in the city of La Villa, and three (3) units in the county wide are.

Grant #: M-10-UC-48-0501-LR

RIGNEY CONSTRUCTION & DVLPMNT LLC

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	LOBATO	$48,499.98	BB INCLUDED
2	DE LEON	$48499.98	BB INCLUDED
3	HINOJOSA	$43,100.00	BB INCLUDED
4	CORTEZ	$79,912.00	BB INCLUDED
5	BALLI	$41,900.00	BB INCLUDED

ARGO CONSTRUCTION

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	LOBATO	$48,800.00	CC INCLUDED
2	DE LEON	NO BID	N/A
3	HINOJOSA	NO BID	N/A
4	CORTEZ	$63,800.00	CC INCLUDED
5	BALLI	NO BID	N/A

BENCHMARK CONSTRUCTION

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	LOBATO	$48,300.00	BB INCLUDED
2	DE LEON	$48,300.00	BB INCLUDED
3	HINOJOSA	$45,500.00	BB INCLUDED
4	CORTEZ	$63,798.00	BB INCLUDED
5	BALLI	$38,500.00	BB INCLUDED

G & G CONTRACTORS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	LOBATO	$47,798.00	BB INCLUDED
2	DE LEON	$47,798.00	BB INCLUDED
3	HINOJOSA	$38,198.00	BB INCLUDED
4	CORTEZ	$55,898.00	BB INCLUDED
5	BALLI	$38,198.00	BB INCLUDED

MOMENTUS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	LOBATO	$48,150.00	BB INCLUDED
2	DE LEON	$48,150.00	BB INCLUDED
3	HINOJOSA	$38,250.00	BB INCLUDED
4	CORTEZ	$60,900.00	BB INCLUDED
5	BALLI	$38,250.00	BB INCLUDED

J R LIMAS CONSTRUCTION

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	LOBATO	$48,000.00	CC INCLUDED
2	DE LEON	$48,000.00	CC INCLUDED
3	HINOJOSA	$39,000.00	CC INCLUDED
4	CORTEZ	NO BID	N/A
5	BALLI	$39,000.00	CC INCLUDED

DE LEON CONSTRUCTION

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	LOBATO	$47,000.00	BB INCLUDED
2	DE LEON	$47,000.00	BB INCLUDED
3	HINOJOSA	$39,400.00	BB INCLUDED
4	CORTEZ	$59,000.00	BB INCLUDED
5	BALLI	$38,400.00	BB INCLUDED

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

...ND. CERTIFICATE ...F LIABILITY INSURANCE

DATE(MM/DD/YYYY) 3/17/2011

...OCK MUTUAL INSURANCE AGENCY
...W BROADWAY DR
...BURG, TX 78539
...-...-0951

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
HENRY GARZA JR
G & G CONTRACTORS
5123 S HWY 281 STE 3
EDINBURG, TX 78539
956-929-1567

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ESSEX INSURANCE CO	
INSURER B: TEXAS COUNTY MUTUAL	
INSURER C: TEXAS MUTUAL INS CO	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
A		[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR	L63911	03/14/11	03/14/12	EACH OCCURRENCE	$ 1,000,000
						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	$ 2,000,000
		AUTOMOBILE LIABILITY					
B		[ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	604891354	03/14/11	03/14/12	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY					
		[ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY					
		[ ] OCCUR [ ] CLAIMS MADE				EACH OCCURRENCE	$
						AGGREGATE	$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [X] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	003002117	03/15/11	03/15/12	E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25(2001/08)

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID:

DATE (MM/DD/YYYY) 05/11/11

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 Mission/Duncan Ins Agency P O Box 753 Mission, TX 78573-0753 Sylvia Wolf 956-581-2183 956-581-4226	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: DELEO-1
INSURED De Leon Electric & Constr Hugo De Leon 1419 N Uvalde Street Alton, TX 78573	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Atlantic Casualty Insurance Co 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	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			L086025755	04/30/11	04/30/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,00 $ 100,00 $ 5,00 $ 500,00 $ 500,00 $ 500,00
	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? (Mandatory in NH) Y / N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Electrical & Construction.

CERTIFICATE HOLDER

URBANCO

Urban County Program
Hidalgo County
1916 Tesoro Blvd
Pharr, TX 78577

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

ACORD

OP ID: NP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/11/11

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 ission/Duncan Ins Agency O Box 753 ission, TX 78573-0753 ylvia Wolf	956-581-2183 956-581-4226
CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
PRODUCER CUSTOMER ID #: DELEO-3	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

SURED De Leon Construction
Hugo De Leon
1419 N. Uvalde Street
Alton, TX 78573

OVERAGES 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.

SR R	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						X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		SBP0001104012	03/14/11	03/14/12	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

SCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ectrician and General Contractor.

ERTIFICATE HOLDER

URBANCO

Urban County Program
Hidalgo County
1916 Tesoro Blvd
Pharr, TX 78577

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

Joe Roseland

AI-29010 **15. C.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Candace Armenta **Submitted By:** Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of San Juan, Urban County Program and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 23 (2010) San Juan, Water/Sewer Improvements located on Standard, Lincoln, Nebraska and 8th to 10th Street.

Firm	Grade	Ranked
Cruz-Hogan Consultants, Inc.	94.6	
HALFF & Associates, Inc.	89.6	
L&G Engineering	89.3	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program- City of San Juan, Water/Sewer Improvements located on Standard, Lincoln, Nebraska and 8th to 10th Street.

BACKGROUND

The three engineering firms rated from the County's approved "pool" are Cruz-Hogan Consultants, Inc., HALFF & Associates, Inc. and L&G Engineering for the San Juan Water/Sewer Improvements project. Please see the attached grading grid for your review.

Funds Available: $259,993.39

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Grading Grid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/06/2011 08:13 AM
Perla Lopez	Perla Lopez	10/06/2011 09:49 AM
Auditor's Office	Arcilia Duran	10/06/2011 05:27 PM
Dina Trevino	Angela Garcia	10/07/2011 07:54 AM
Perla Lopez	Perla Lopez	10/07/2011 08:00 AM
Auditor's Office	Arcilia Duran	10/07/2011 10:19 AM
Purchasing Department	Marty Salazar	10/07/2011 11:37 AM

Form Started By: Hilda Bazan Started On: 10/05/2011 05:19 PM

Final Approval Date: 10/07/2011

City of San Juan
Engineering Services
Water/Sewer Improvements
Year 23 (2010)
Grading-Ranking Grid

Criteria	**Cruz-Hogan Consultants, Inc.**			**Halff Associates, Inc.**			**L&G Engineering**		
	Grader 1	**Grader 2**	**Grader 3**	**Grader 1**	**Grader 2**	**Grader 3**	**Grader 1**	**Grader 2**	**Grader 3**
Professional Qualifications of Team	**19**	**20**	**18**	**15**	**20**	**19**	**16**	**20**	**18**
Experience of Project Team	**24**	**25**	**23**	**20**	**25**	**23**	**21**	**25**	**23**
Experience/ Availability of Project Manager	**19**	**17**	**18**	**16**	**18**	**18**	**16**	**17**	**17**
Understanding of Project	**24**	**24**	**24**	**21**	**24**	**24**	**22**	**24**	**21**
Familiarity with Applicable Rules & Regulations	**9**	**10**	**10**	**6**	**10**	**10**	**8**	**10**	**10**
TOTALS	**95**	**96**	**93**	**78**	**97**	**94**	**83**	**96**	**89**
AVERAGES	**284÷3=94.6**			**269÷3=89.6**			**268÷3=89.3**		
RATING	**1**			**2**			**3**		

AI-29000 **15. D.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Monica Leal **Submitted By:** Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Public Hearing concerning a proposed 2nd Program Amendment under the American Recovery and Reinvestment Act of 2009 (ARRA) for Hidalgo County Precinct No. 3. The proposed amendment will provide flood drainage improvements to 4 ¼ Mile North Moorefield Road, from La Suena Subdivision, north approximately 3200 feet to the Hidalgo County Main Drain Ditch for workplan Year 22 (2009).

2. Requesting approval of a 2nd Program Amendment under the American Recovery and Reinvestment Act of 2009 (ARRA) for Hidalgo County Precinct No. 3. The proposed amendment will provide flood drainage improvements 4 ¼ Mile North Moorefield Road, from La Suena Subdivision, north approximately 3200 feet to the Hidalgo County Main Drain Ditch for workplan Year 22 (2009) and authorizing County Judge to sign any and all documents relating to this amendment.

BACKGROUND

The proposed 2nd Program Amendment under the American Recovery and Reinvestment Act of 2009 for Hidalgo County Precinct No. 3 will add a new activity to its Flood Drainage Improvements. A Public Hearing was held on October 11, 2011 at 9:30 A.M. and citizen participation requirements have been met. See attached detailed advertised amendment.

The proposed 2nd program amendment for Precinct 3 Year 22 (2009) will add the following:

Flood Drainage Improvements activity: 4 ¼ Mile North Moorefield Road, from La Suena Subdivision, north approximately 3200 feet to the Hidalgo County Main Drain Ditch and the surrounding and abutting area. This will include but not limited to construction, engineering fees, advertisements, testing and any related appurtenances as it pertains to project completion.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Proposed program amendment will be utilizing Urban County Year 22 (2009) funds. No budget increase to proposed amendment.

Attachments

Monica ARRA Precinct 3

Form Review

Inbox	Reviewed By	Date

Budget & Management	Merlen P. Munoz	10/05/2011 04:32 PM
Perla Lopez	Perla Lopez	10/06/2011 09:12 AM
Auditor's Office	Arcilia Duran	10/07/2011 10:15 AM
Purchasing Department	Marty Salazar	10/07/2011 11:37 AM

Form Started By: Hilda Bazan Started On: 10/05/2011 03:56 PM

Final Approval Date: 10/07/2011

PUBLIC HEARING NOTICE
2nd Program Amendment to the
AMERICAN RECOVERY & REINVESTMENT
ACT OF 2009 (ARRA)
HIDALGO COUNTY PRECINCT NO. 3
URBAN COUNTY PROGRAM

Date of Publication: October 7, 2011

In compliance with a Substantial Amendment to the Community Development Block Grant (CDBG) under the American Recovery and Reinvestment Act of 2009 (ARRA) requirements, Hidalgo County Precinct No. 3 will conduct a Public Hearing to solicit input from interested parties on the Precinct's amendment under the Urban County Program, **Year (2009)** .

The Public Hearing will be held on ***Tuesday, October 11, 2011 at 9:30 a.m.*** at the **Edinburg City Council Chambers** located at **415 W. University Drive, Edinburg, Texas 78539**.

Following is the proposed 2nd Program Amendment for your consideration:

Existing Budget	**Urban County (ARRA)**	**Proposed Budget**
$509,653.80	Flood Drainage Improvements	$509,653.80

The proposed amendment will **add** to its Flood Drainage Improvements activity: 4 ¼ Mile North Moorefield Road, from La Suena Subdivision, north approximately 3200 feet to the Hidalgo County Main Drain Ditch and the surrounding and abutting area. This will include but not limited to construction, engineering fees, advertisements, testing and any related appurtenance as it pertains to project completion.

Accommodations for individuals with handicaps shall be provided upon request.
Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 787-8127.

WRITTEN COMMENTS CAN BE FORWARDED TO:
Diana R. Serna, Director
County of Hidalgo
Urban County Program
1916 Tesoro Boulevard
Pharr, Texas 78577

AI-28999 **15. E.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Ester Gonzalez **Submitted By:** Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Consideration and Approval to submit Amendment Request No. 5 (Performance Statement and Budget Amendments) to the General Land Office (GLO) Contract No. 10-5066-000-5043 (formerly known as TDRA Disaster Recovery Program, Contract No. DRS010068). The proposed Performance Statement Amendment will include: (1) changes made to projects (Trenton Drain, Minnesota Drain and Catarina Subdivision) to reflect modifications/change orders necessary to meet project specifications, and (2) deletion of Phases II & III from the Trenton Drain Project. The Budget Amendment will allow the transfer of funds from line items to allow additional funding needed for engineering and construction costs.

BACKGROUND

Urban County Program is requesting approval to submit the proposed Amendment No. 5 to make necessary changes to the performance statement. Due to inflated cost of specific materials intended for use on projects, the GLO office requires an amendment and change order requests to be submitted for approval before proceeding with construction of project(s). A budget amendment will be required for the transfer of funds from line item(s) for additional funding needed for costs associated with Pct. 1 Catarina Subdivision and Pct. 2 Street Improvements Projects.

Attachments

Amendment No. 5

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 04:14 PM
Perla Lopez	Perla Lopez	10/06/2011 10:06 AM
Auditor's Office	Arcilia Duran	10/07/2011 10:18 AM
Purchasing Department	Marty Salazar	10/07/2011 11:37 AM

Form Started By: Hilda Bazan Started On: 10/05/2011 03:41 PM

Final Approval Date: 10/07/2011

SAM Engineering and **S**urveying, Inc.

SAMES
SAM ENGINEERING & SURVEYING INC.

200 South Cage Blvd., Pharr, Texas 78577, P.O. Box 3353 (Edinburg, Texas 78540)

September 21, 2011

Antonio Barco
Deputy Director
Hidalgo County Urban County Program
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Re: Letter of Recommendation for Material Change/Change Order
Hidalgo County Urban County Program
TDRA Precinct #1- Street/Drainage Improvement - Catarina Subdivision
Bid No. 6536-65-0311-5100-6510

Mr. Barco,

We have reviewed the proposed change order amounts submitted by SASCON, Inc based on the extreme increase in material prices for the above mentioned project. The change orders take into account the cost difference in using RCP and HDPE Pipe form the base bid amount. After review and tabulation of the proposed change orders of $45,202.36 and $16,940.00 respectively, we recommend that a change order for the use of HDPE Pipe be approved in the amount of $16,940.00 (see attached proposals).

Upon approval of change order, SASCON, Inc. is ready to begin work on this project and compete it within the contract time. If you have any questions, you may contact me at (956) 702-8880 to discuss.

Respectfully Submitted,

Saul Maldonado, P.E.
Principal

TX FIRM REGISTRATION
NO. F-10602
S:\SAMES\ENG\ENG 2010\Eng 10.073_UCP-PCT1 Progreso TDRA\Misc. Docs\RECOMMENDATION LETTER.doc

SASCON INC.
5200 N. 26TH Lane
McAllen, Texas 78504
Phone: (956) 682-3454
Fax: (956) 682-2542

- Paving
- Excavation
- Trucking
- Equipment

SAMES Engineering
Saul Maldonado

September 6, 2011

Sascon Inc. is formally requesting a change order in the amount of $45,202.36
This is due to an EXTREME increase in pipe pricing. When the Job was bid we had a quote from Rio Valley Pipe of $19.80 for 30" RCP and $12.60 for 24" RCP.

Today the price is set at $47.15 for 30" RCP and $34.50 for 24" RCP. Rio Valley Pipe LLC. Is now the only pipe supplier left in the Rio Grande Valley so we are at their mercy for now.

Thank You

Jason A.Skloss
Sascon Inc.

SASCON INC.
5200 N. 26TH Lane
McAllen, Texas 78504
Phone: (956) 682-3454
Fax: (956) 682-2542

- Paving
- Excavation
- Trucking
- Equipment

SAMES Engineering
Saul Maldonaldo

September 19, 2011

Sir,

After our conversation regarding the change from RCP to HDPE, I have determined the increase to be $16,940.00. This includes the increase in gravel and freight. Please let me know how you would like us to proceed. We have crews standing by.

Thank you,

Jason Skloss

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. 2-7715

Date: July 25, 2011 Meeting Date Request: August 2, 2011
Deadline for Action: August 2, 2011 Contact Person: *Diana R. Serna*
Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, Urban County Director DRS

Caption:

Requesting approval to authorize County Judge as the County's Chief Executive Officer to act in all matters in connection with this Grant and the County's participation in the Texas General Land Office "GLO". Contract No. 10-5066-000-5043.

Previous agenda item # 18642 submitted on November 24, 2009 for the County Judge to act in all matters in connection with the TDRA Grant. No. DRS010058

typo .. should be DRS D10068

Background:

Signature is required for the Community Development Block Grant Disaster Recovery Program – Notice of change in contract administration to Texas General Land Office "GLO Contract No. 10-5066-000-5043" from (TDRA Contract No. DRS010068).

Deputy Dir. AT Finance _____

Please initial for approval:
Legal Counsel _____ Budget _____ Human Resources _____
Dept./Fund No:_____ Amt. Expended: $_____ Funds/Staffing Budgeted: Yes ____ No____
Account Code:_____ Impact on Future Budget: Yes____ No ____
Comments:

APPROVED Co. Comm. Ct.
DATE 8-2-11 DRS

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

AI-28902 **15. F.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Monica Leal **Submitted By:** Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineer services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Edcouch, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program 24 (2011) Edcouch – Side Walks.

FIRM	GRADE	RANK
Guzman & Munoz Engineering & Surveying Inc	95%	
Quintanilla, Headley and Associates, Inc.	93%	
Rodriguez Engineering	82.33%	

3. Authority to negotiate a professional service contract with the No. 1 ranked firm for an Urban County Program – City of Edcouch – Side Walks improvements project.

BACKGROUND

The three firms rated from the County's approved "pool" are Guzman & Munoz Engineering & Surveying, Inc., Quintanilla, Headley and Associates, Inc. and Rodriguez Engineering for the Side Walks improvements project. Attached see grading grid for your review.

Funds Available for 2011: $70,000.00

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Grading Grid

Form Review

Inbox **Reviewed By** **Date**

Budget & Management	Merlen P. Munoz	10/03/2011 03:26 PM
Perla Lopez	Perla Lopez	10/05/2011 10:28 AM
Auditor's Office	Arcilia Duran	10/07/2011 10:14 AM
Purchasing Department	Marty Salazar	10/07/2011 11:33 AM

Form Started By: Hilda Bazan Started On: 09/30/2011 10:16 AM

Final Approval Date: 10/07/2011

City of Edcouch
Engineering Services
Side Walks
Years 24 (2011)
Grading-Ranking Grid

Criteria	Guzman and Muñoz Engineering & Surveying, Inc.			Quintanilla, Headley and Associates, Inc.			Rodriguez Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	19	19	20	20	15	0	18
Experience of Project Team	24	24	24	23	24	24	20	25	23
Experience/ Availability of Project Manager	19	17	19	17	18	19	15	18	19
Understanding of Project	23	25	22	21	24	22	21	23	22
Familiarity with Applicable Rules & Regulations	9	10	10	8	10	10	8	10	10
TOTALS	95	96	94	88	96	95	79	76	92
AVERAGES	285÷3= 95%			279÷3= 93%			247÷3= 82.33%		
RATING									

AI-28940 **15. G.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Irene **Submitted By:** Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to cancel the application for Guadalupe & Antonia Contreras at the request of HOME Staff. Commissioners' Court approved the application on October 12, 2010 (Agenda item #23367).

BACKGROUND

The following family is being recommended for cancellation by the Housing Rehab Staff, due to refusal to abide by Urban County Program's policy for the demolition and reconstruction of their home.

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Guadalupe & Antonia Contreras Deferred Loan - Elderly Reconstruct	LV 45-09-03	La Villa Precinct #1	HOME 2009	Lot 6 & 7 in Block 54, City of La Villa Hidalgo County Texas.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2011 03:59 PM
Perla Lopez	Perla Lopez	10/05/2011 11:10 AM
Auditor's Office	Arcilia Duran	10/06/2011 05:28 PM
Purchasing Department	Marty Salazar	10/07/2011 11:35 AM
Form Started By: Hilda Bazan		Started On: 10/04/2011 02:37 PM

Final Approval Date: 10/07/2011

AI-28994 **16. A.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Contract for Election Services between Hidalgo County and City of Edinburg for their election to be held on November 8, 2011.

BACKGROUND

Three (3) 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

Edinburg Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 03:35 PM
Roland Garcia	Rolando Garcia	10/06/2011 02:59 PM
Auditor's Office	Arcilia Duran	10/06/2011 05:19 PM
Purchasing Department	Marty Salazar	10/07/2011 11:37 AM

Form Started By: Amanda Valdez Started On: 10/05/2011 03:18 PM

Final Approval Date: 10/07/2011

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 EDINBURG, 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 a special election to be held on November 8, 2011.

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 and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

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 special 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 during Early Voting and Election Day. This includes laptop(s), insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer.

(C) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(D) Provide training for Judges/Clerks;

(E) Notify the election judges of the date, time and place of the election;

(F) Procure and pay election judges and clerks for early voting and election day voting;

(G) Provide information for election officers;

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, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.

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, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or

Office, or Proposition questions;

C. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
D. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.; and
E. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic.
F. Third Party charge for delivery and pick-up fee for Ivotronics for Early Voting and Election Day to include fuel charge and mileage;
G. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book for Early Voting and Election Day:
A. Database access at $100.00 per day;
B. Laptop rental, insurance and delivery fee of $150.00 per location;
C. Dymo Printer rental and 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. Fee for Voter Registration List(s) in CD format;

6.03 Procure and provide training for Judges/Clerks, as well as pay all costs incurred during early voting and election day voting;

6.04 Provide supplies and/or services as requested by the ENTITY to be reimbursed by the entity at county's cost;

6.05 The Entity agrees to pay one-half of all costs of election judges, clerks and all personnel utilized during elections at the poll locations. The Entity shall reimburse payment to county for shared payment to 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;

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

6.07 Reimbursement to the County for the use of shared 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;

6.08 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. Ramiro Garza, Jr.
City Manager
City of Edinburg
415 West University
Edinburg, TX 78539

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 _____ day of _____, 2011

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

CITY OF EDINBURG
ENTITY

BY: _____

PRINT: MR. RAMIRO GARZA, JR.

TITLE: CITY MANAGER

ATTEST

BY: _____

PRINT: Myra L. Ayala Garza

TITLE: City Secretary

CITY OF EDINBURG, 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 Edinburg Charter Amendment — **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**	1	$25.00
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**	6	$600.00
E	iVotronic Voting Machine(s)		**$150.00**	4	$600.00
E	ADA iVotronic Voting Machine(s)		**$150.00**	7	$1,050.00
F	Delivery/ Pick-up Fee (includes mileage)		**$500.00**	1	$500.00
				Total iVotronic Programming Charges	$2,955.00
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)		**$100.00**	13	$1,300.00
B	Laptop Rental (includes Bar Code Scanner/Dymo Printer)		**$150.00**	5	$750.00
C	Dymo Printer Rental		**$4.35**	15	$65.25
C	Printer Labels (per vote)		**$0.03**	29,393	$881.79
D	Username/Password - Per Polling Location		**$20.00**	6	$120.00
					$3,117.04
E	**Voter Registration List(s)**		**Price**	**Quantity**	
	Voter Registration List(s) (CD Format) for Mail-In-Ballots Request		**$17.50**	1	$17.50
				Total Poll Book Charges	$17.50
6.03	**Training**	**Workers**	**Price**	**Hour**	**Total**
	*iVotronic scheduled trainings (per person, per hour)	36	**$7.00**	4	$504.00
				Total Training Charges	$504.00
6.04	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	500	$275.00
	Election Day Combination Forms		**$0.55**	500	$275.00
	Election Judge Kit for Early Voting (provisional bag, table top, custom sign & flags)		**$35.00**	1	$35.00
	Election Judge Kit for Election Day (provisional bag, table top, custom sign & flags)		**$35.00**	5	$175.00
	Polling Location Map(s)		**$17.00**	0	$0.00
	100 Sample ballots provided. Additional Copies of Sample Ballots		**$0.20**	0	$0.00
				Total Supplies Charges	$760.00
6.05	**Payroll for Election Workers**		**Price**		**Total**
	*Payroll for Early Voting Employees		**$6,517.50**		$3,258.75
	*Payroll for Election Day Employees		**$4,167.50**		$2,083.75
				Total Payroll Charges	$5,342.50
6.06	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	*Liability insurance for Early Voting Supervisors	**$ 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**	5	662.5	$26.50
	(hourly rate X workers X hrs worked X 0.002)				
	*Liability insurance for Election Day Presiding Judges	**$ 9.00**	5	82.5	$3.71
	(hourly rate X workers X hrs worked X 0.002)				
	*Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	25	412.5	$82.50
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$113.91
6.07	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone		**$17.52**	5	$87.60
				Total Cell Phone Charges	$87.60
6.08				Subtotal	$12,897.55
				Administrative Fees (10%)	$1,289.75
	*** Shared cost with the County (Election Workers)**			ESTIMATED GRAND TOTAL	$14,187.30

AI-28951 **17. A.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Teresa Flores **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

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	10/05/2011 10:01 AM
Roland Garcia	Rolando Garcia	10/06/2011 08:11 AM
Auditor's Office	Arcilia Duran	10/06/2011 05:29 PM
Purchasing Department	Marty Salazar	10/07/2011 11:36 AM

Form Started By: Monica Badillo Started On: 10/05/2011

Final Approval Date: 10/07/2011

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-28932 **18. A.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Raul E. Sesin, PE **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval:
a. Donna ISD North High School – Pct. 1 (Donna ISD)
b. Monte Alto ISD High School – Pct. 1 (Monte Alto ISD)

2. Discussion and Possible Action to waive $30 Utility Certificate Fee for Hidalgo County Pct. 4 for an upgrade on a water meter for Lot 10-14/10-18 Blk. 42 & 43, Santa Cruz Gardens Unit No. 2

BACKGROUND

Attachments

Donna ISD High School - Preliminary
Donna ISD; Plat
Monte Alto ISD High School - Preliminary
Monte Alto ISD; Plat
Upgrade of meter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2011 01:21 PM
Olga Garza	Olga Garza	10/05/2011 01:51 PM
Auditor's Office	Arcilia Duran	10/06/2011 05:30 PM
Purchasing Department	Marty Salazar	10/07/2011 11:35 AM

Form Started By: Nora Cavazos Started On: 10/04/2011 01:09 PM

Final Approval Date: 10/07/2011

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Ramon Garcia, County Commissioner's Court

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

DATE: October 11, 2011

RE: **Donna ISD High School Subdivision – Pct. 1**
Preliminary Approval

Donna ISD High School is a one (1) school lot subdivision located on the Southeast corner of Valverde Road and Minnesota Road.

The proposed Subdivision lies within the City of Donna E.T.J. and we have received authorization from them to be the lead entity in processing the proposed subdivision. The City will still be conducting an administrative staff review for the plat and will sign off on the final approved plat by the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on September 15, 2011. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM. The developer will install a storm sewer network system to provide drainage for the parking lots and access road. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be provided by an on-site drainage detention pond area with an outfall structure discharging into the Donna Irrigation District drain ditch located on the South side of the property.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzalez, ROW Agent on September 30, 2011. The proposed subdivision plat will dedicate twenty (20) feet on Valverde Road and thirty (30) feet on Minnesota Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

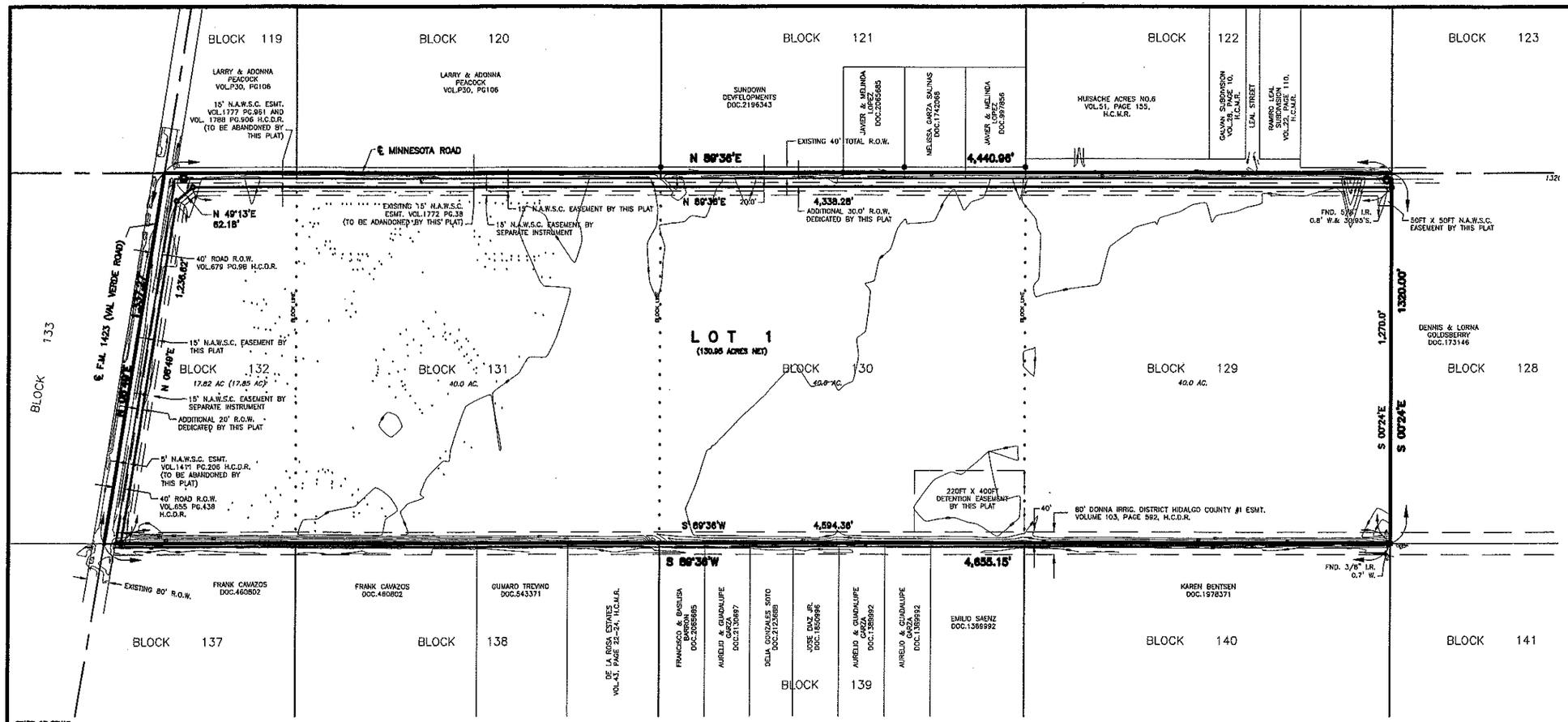
Sanitary Sewer Services will be provided by North Alamo Water Supply Corporation.

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

This subdivision is more than 5 acres and therefore requires a SWMP3 which was submitted and reviewed by the Office of Environmental Compliance on September 26, 2011.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **October 4, 2011** subject to staff comments, future recommendations by Planning and other departments and the approval of the City of Donna.



GENERAL NOTES AND PLAT RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "C" (AREAS OF MINIMAL FLOODING) PER FIRM COMMUNITY PANEL NO.480334 0425 C, EFFECTIVE DATE OF NOVEMBER 16, 1982.
2. MINIMUM SETBACK LINES:
   FM 1423 (VAL VERDE RD.).....50 FEET
   MINNESOTA ROAD.....50 FEET
   SIDE.....6 FEET OR EASEMENT, WHICHEVER IS GREATER
   SIDE (CORNER).....20 FEET
   REAR.....15 FEET OR EASEMENT, WHICHEVER IS GREATER
3. GENERAL NOTE FOR SCHOOL LOT:
   LOT SHALL BE FOR EDUCATIONAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN SCHOOL. LOT 1 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, THE OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT, AND FIRE MARSHAL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE PLAT:
   1. DESCRIPTION:
   2. DESCRIPTION:
6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 335,753 CUBIC FEET OR 7.71 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH LOCAL REQUIREMENTS WILL BE ACCOMPLISHED THROUGH A DETENTION POND LOCATED ON THIS SITE.
7. NO BUILDING CONSTRUCTION SHALL BE ALLOWED WITHIN ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND PLANTINGS (EXCEPT LOW, LESS THAN 18 INCH MATURE HEIGHT, GROUND OVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH OPERATION AND MAINTENANCE OF EASEMENTS.
8. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15 FEET OR AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT THE DEVELOPER AND ENGINEER CERTIFY THAT EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY THE UTILITY PROVIDER OCCUPYING AN EASEMENT.
9. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE. DONNA ISD SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
10. AN OFF-STREET PARKING SITE PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS AT THE TIME OF APPLICATION FOR CONSTRUCTION, PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN AND DRAINAGE PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
11. A TXDOT DRIVEWAY PERMIT IS REQUIRED PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ONTO FM 1423 (VAL VERDE ROAD). TXDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION.
12. DONNA ISD NORTH HIGH SCHOOL IS BEING DESIGNED FOR DISPOSAL OF INSTITUTIONAL SEWAGE IN ACCORDANCE WITH TCEQ GUIDELINES. ENGINEER CERTIFIES BY SIGNING THIS PLAT THAT THE DESIGN OF SAID SYSTEM MEETS ALL TCEQ REGULATIONS GOVERNING THIS TYPE OF WORK.

PROJECT NO. 11-000

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, ROBERTO F. LOREDO, THE UNDERSIGNED, SUPERINTENDENT OF DONNA INDEPENDENT SCHOOL DISTRICT, OWNERS OF THE LAND ENCOMPASSED WITHIN THE PROPOSED DONNA ISD NORTH HIGH SCHOOL, HEREBY DEDICATE TO THE SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE OF THE STREET, PARK AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOT MEETS, OR WILL MEET THE MINIMUM STATE STANDARDS.
(B) THE SEWER CONNECTIONS TO THE LOT MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.
(C) ELECTRICAL CONNECTIONS TO THE LOT MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(D) GAS CONNECTIONS PROVIDED TO THE LOT MEET OR WILL MEET THE MINIMUM STATE STANDARDS.

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

_____
OWNER: DONNA INDEPENDENT SCHOOL DISTRICT
ROBERTO F. LOREDO, SUPERINTENDENT
904 HESTER AVENUE
DONNA, TEXAS 78537

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED ROBERTO F. LOREDO, THE ABOVE NAMED TRUSTEE, KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS(ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THEY EXECUTED THE SAME FOR PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____DAY OF _____ 2011.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
MY COMMISION EXPIRES:_____

STATE OF TEXAS
COUNTY OF HIDALGO

I, RICARDO HINOJOSA, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

_____
RICARDO HINOJOSA, P.E.
REG PROFESSIONAL ENGINEER NO.65228

HIDALGO COUNTY
DONNA IRRIGATION DISTRICT

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY DONNA IRRIGATION DISTRICT, DATED THIS THE ____ DAY OF _____ 2011.

PRESIDENT _____ DATE _____

ATTEST: SECRETARY _____ DATE _____

NOTE: DONNA IRRIGATION DISTRICT WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF DONNA ISD NORTH HIGH SCHOOL WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT.

_____
HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF DONNA ISD NORTH HIGH SCHOOL WERE PREPARED FROM A SURVEY OF THE PROPERTY ON THE GROUND MADE UNDER MY SUPERVISION.

_____
REYNALDO ROBLES, R.P.L.S. TX. LIC. NO.4032

HIDALGO COUNTY
DRAINAGE DISTRICT NO.1

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE THE DRAINAGE PLANS FOR THEIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE STATE OF TEXAS WATER CODE 49 211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

BY:_____ DATE:_____

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 212.0115(B)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF DONNA ISD NORTH HIGH SCHOOL WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DONNA.

_____ _____
MAYOR, CITY OF DONNA DATE

ATTEST: _____ _____
SECRETARY, CITY OF DONNA DATE

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 212.009(C)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF DONNA ISD NORTH HIGH SCHOOL WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA.

_____ _____
P&Z CHAIRMAN, CITY OF DONNA DATE

PRELIMINARY SUBDIVISION PLAT OF DONNA I.S.D. NORTH HIGH SCHOOL

BEING BLOCKS 129, 130, 131, AND 132 OF HILL-HALBERT TRACT SUBDIVISION AS PER MAP RECORDED IN VOL. 1, PG. 35, HIDALGO COUNTY, TEXAS

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.029(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF DONNA ISD NORTH HIGH SCHOOL WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER'S COURT ON _____, 2011.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRA TERRITORIAL JURISDICTION OF A MUNICIPALITY

DONNA ISD NORTH HIGH SCHOOL IS LOCATED IN HIDALGO COUNTY PRECINCT NO.1 ON THE SOUTH EAST CORNER OF THE INTERSECTION OF FM 1423 (VAL VERDE ROAD) AND MINNESOTA ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF DONNA (POPULATION 17,548, 2000 CENSUS). DONNA ISD NORTH HIGH SCHOOL LIES WITHIN THE CITY DONNA'S 5 MILE EXTRATERRITORIAL JURRISDICTION (ETJ) UNDER GOVERNMENT CODE 42.021 AND 212.001.

FILED FOR RECORDING IN HIDALGO COUNTY
ARTURO GUAJARDO, JR., COUNTY CLERK

ON _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

BY:_____, DEPUTY

DESCRIPTION OF DONNA ISD NORTH HIGH SCHOOL:

BEING 137.85 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING ALL OF BLOCKS 129, 130, 131, AND 132, HILL-HALBERT TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 1, PAGE 35 OF THE HIDALGO COUNTY MAP RECORDS, AND SAID LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF SAID BLOCK 132, ALSO BEING THE CENTERLINE OF FM 1423 (VAL VERDE ROAD) FOR NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 08°36' EAST, WITH THE NORTH LINE OF SAID BLOCKS 129 THRU 132, AND WITH THE CENTERLINE OF MINNESOTA ROAD, A DISTANCE OF 4,440.96 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHEAST CORNER OF BLOCK 129, AND THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 00°24' EAST, 1,320.00 FEET, WITH THE EAST LINE OF SAID BLOCK 129, TO A ½" IRON ROD SET FOR THE SOUTHEAST CORNER OF SAID BLOCK 129, AND SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 89°36' WEST, 4,655.15 FEET, WITH THE SOUTH LINE OF SAID BLOCKS 129 THRU 132 TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF BLOCK 132, AND SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 80°49' EAST, WITH THE CENTERLINE OF FM 1423 (VAL VERDE ROAD), AND THE WEST LINE OF SAID BLOCK 132, FOR A DISTANCE OF 1,337.27 FEET TO A COTTON PICKER SPINDLE SET FOR THE POINT OF BEGINNING AND CONTAINING 137.85 ACRES OF LAND MORE OR LESS.

NAME	ADDRESS	PHONE	FAX
OWNER: ROBERTO F. LOREDO, SUPERINTENDENT	904 HESTER AVENUE(956) 464-1600	(956) 464-1752	
ENGINEER: RICARDO HINOJOSA, P.E.	108 W. 18TH STREET	(956) 581-0143	(956) 581-2074
SURVEYOR: REYNALDO ROBLES, R.P.L.S.	107 W. HUISACHE ST.	(956) 968-2422	(956) 969-2011

NO.	SHEET	REVISION	DATE	APPROVED

HINOJOSA ENGINEERING, INC.
STRUCTURAL AND CIVIL ENGINEERING
108 W. 18TH ST. MISSION, TEXAS
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEngineer@aol.com
REGISTRATION NUMBER F-908 EXPIRATION DATE 9/30/2011

PREPARED BY: HINOJOSA ENGINEERING, INC.
108 W. 18TH STREET
MISSION, TEXAS 78572
DATE PREPARED: JULY 2011
DATE SURVEYED: OCTOBER 22, 2010

SUBDIVISION PLAT OF
DONNA ISD NORTH HIGH SCHOOL
BEING BLOCKS 129, 130, 131, AND 132 OF HILL-HALBERT TRACT
AS PER MAP RECORDED IN VOLUME 1, PAGE 25, HIDALGO COUNTY TEXAS

PLAT SHEET 1 OF 4

INDEX TO SHEETS OF DONNA ISD NORTH HIGH SCHOOL

SHEET 1	HEADING; HOLE; LOCATION MAP AND KEY; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; FLOOD NO. 1 CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES, AND MORE(W DEPT
SHEET 2	TOPOGRAPHY; PROPOSED SCHOOL SITE PLAN.
SHEET 3	PROPOSED WATER AND SEWER LAYOUTS
SHEET 4	PROPOSED DRAINAGE PLAN LAYOUT; DRAINAGE REPORT WITH ENGINEER'S CERTIFICATION

HINOJOSA ENGINEERING, INC. EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THIS DOCUMENT. THIS DOCUMENT SHALL NOT BE REPRODUCED, COPIED, CHANGED OR DISCLOSED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF H.E., INC. 2011

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Ramon Garcia, County Commissioner's Court

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

DATE: October 11, 2011

RE: **Monte Alto ISD High School Subdivision – Pct. 1**
Preliminary Approval

Monte Alto ISD High School is a one (1) school lot subdivision located on the North side of Valdez Ave., approximately ½ mile West of FM 88 (Texas Ave.).

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on August 23, 2011. The proposed subdivision lies within a Zone "X-Un-shaded" as per FEMA's FIRM. The developer will install a storm sewer network system to provide drainage for the parking lots and access road. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be provided by an on-site drainage detention pond area with an outfall structure discharging into the Hidalgo & Willacy Counties Water Control & Improvement District No. 1 drain ditch located on the West side of the property.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzalez, ROW Agent on September 30, 2011. The proposed subdivision plat will dedicate twenty (20) feet on Valdez Avenue of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

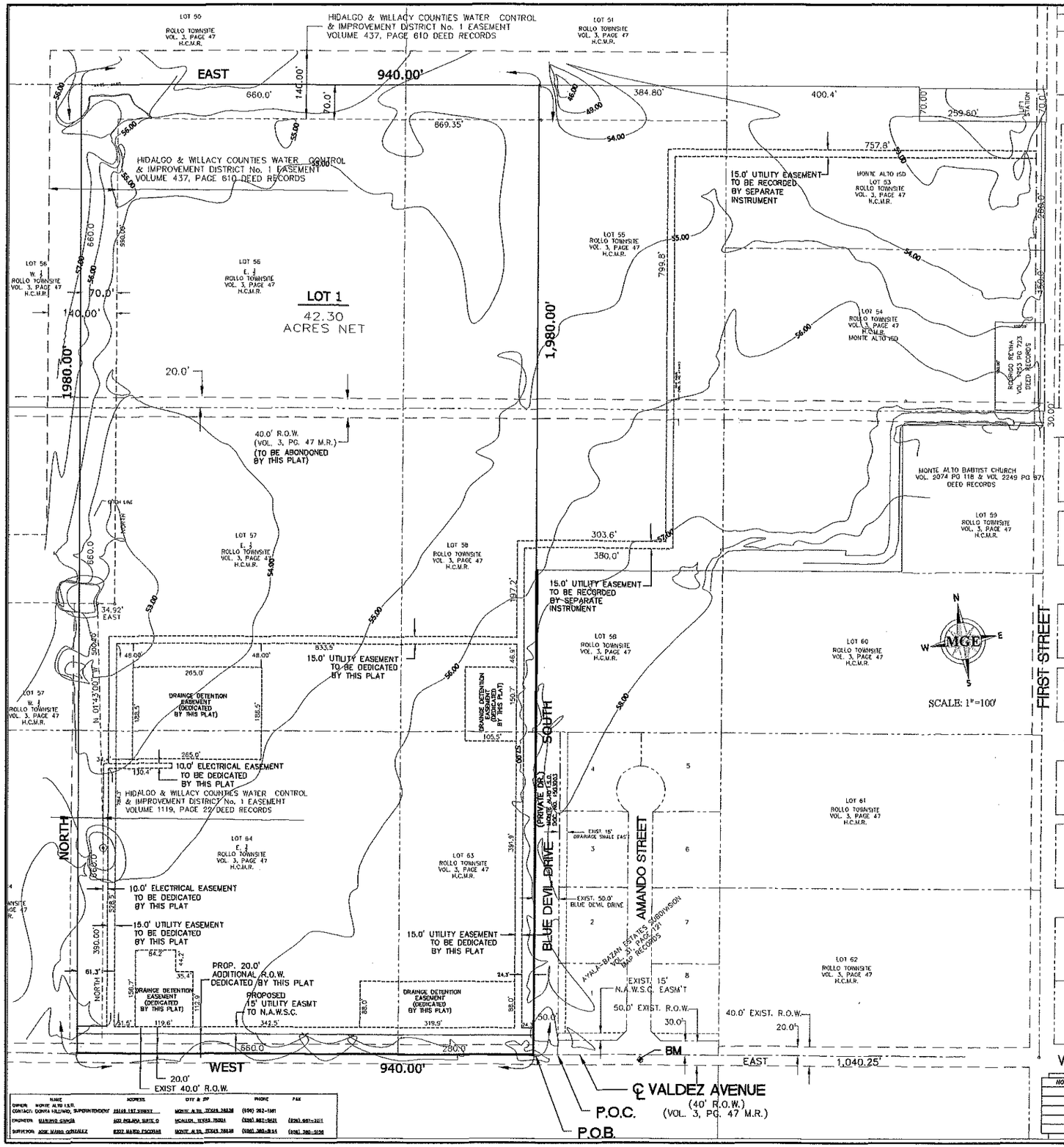
Sanitary Sewer Services will be provided by North Alamo Water Supply Corporation.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Valdez Ave. that will serve as the primary source of water for the proposed development.

This subdivision is more than 5 acres and therefore requires a SWMP3 which was submitted and reviewed by the Office of Environmental Compliance on September 26, 2011.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **October 4, 2011** subject to staff comments and future recommendations by Planning and other departments.



STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, THE UNDERSIGNED, AS OWNER OF A TRACT OF LAND SHOWN ON THIS PLAT DESIGNATED AS MONTE ALTO I.S.D. HIGH SCHOOL SUBDIVISION, HIDALGO COUNTY, TEXAS AND WHOSE NAME IS HERETO, HEREBY DEDICATE THE USE OF THE PUBLIC OR ENTITIES, ALL STREETS WATER WAYS, WATER COURSES, ALLEYS, EASEMENTS, AND RIGHT-OF-WAY HEREIN SHOWN OR THE PURPOSE OF CONSIDERATION HEREIN EXPRESSED, AND FURTHER, HEREBY CERTIFY THAT THE REQUIREMENTS OF SECTION 232.032 OF THE TEXAS LOCAL GOVERNMENT CODE, PAGE 440, 2000 EDITION, HAVE BEEN MEET AND THAT;

DONNA MILLARD, MONTE ALTO I.S.D. SUPERINTENDENT
OWNER: MONTE ALTO I.S.D.
2149 1ST STREET
MONTE ALTO, TEXAS 78538

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE ABOVE NAMED TRUSTEES, KNOWN TO ME BY THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2011.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, MARIANO GARCIA, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

MARIANO GARCIA, P.E.
REG. PROFESSIONAL ENGINEER No. 90956

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF MONTE ALTO I.S.D. HIGH SCHOOL SUBDIVISION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

JOSE MARIO GONZALEZ, R.P.L.S.
REG. PROFESSIONAL LICENSED SURVEYOR No. 5371

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MONTE ALTO I.S.D. HIGH SCHOOL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON

_____, 2011.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____, ON _____, 2011 AND WAS RECORDED IN BOOK _____ PAGE(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ ON _____, 2011.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49 211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

DELTA LAKE IRRIGATION DISTRICT WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOTS IN THIS SUBDIVISION IF DESIRED, THIS WILL NOT BE AT DISTRICTS EXPENSE. THIS PLAT APPROVED BY DELTA IRRIGATION DISTRICT ON

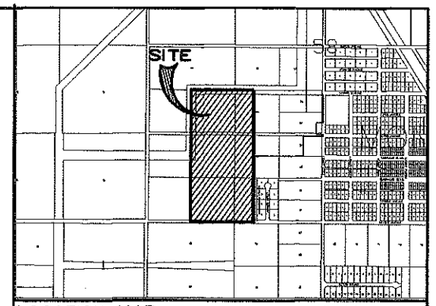
THIS _____ DAY OF _____, 2011.

_____ _____
SECRETARY PRESIDENT

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF MONTE ALTO ISD HIGH SCHOOL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

ON _____, _____.

_____ _____
HIDALGO COUNTY R.O.W. DIRECTOR DATED:



LOCATION MAP SCALE 1" = 1,000'

PREPARED BY: M. G. ENGINEERING, LLC.
400 NOLANA SUITE D
MCALLEN, TEXAS 78504
DATE PREPARED: APRIL 13, 2011
PROJECT NO. 10-273

PRELIMINARY SUBDIVISION PLAT OF Monte Alto I.S.D. High School Subdivision

A 42.72 ACRE TRACT OF LAND OUT OF LOTS 55, 56, 57, 58, 63 AND 64, ORIGINAL TOWNSITE OF ROLLO, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 3, PAGE 47, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

METES AND BOUNDS:

A 42.72 ACRE TRACT OF LAND OUT OF LOTS 55, 56, 57, 58, 63 AND 64, ORIGINAL TOWNSITE OF ROLLO, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 3, PAGE 47, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 42.72 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE AYALA-BAZAN ESTATES SUBDIVISION, HIDALGO COUNTY TEXAS AS PER MAP RECORDED IN VOLUME 31, PAGE 121, MAP RECORDS; THENCE WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING; SAID POINT OF BEGINNING BEING ON THE SOUTH LINE OF LOT 63.

THENCE WEST, WITH THE SOUTH LINE OF SAID LOT 63, AT DISTANCE OF 940.00 FEET TO THE SOUTHWEST CORNER OF THIS TRACT OF LAND; SAID SOUTHWEST CORNER BEING ON THE SOUTH LINE OF LOT 64.

THENCE NORTH, AT 20.00 FEET PASS THE NORTH RIGHT-OF-WAY LINE OF A COUNTY ROAD, THENCE WITHIN A DRAINAGE DITCH A DISTANCE OF 1980.00 FEET IN ALL TO THE NORTH LINE OF LOT 56 FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE EAST, WITHIN A DRAINAGE DITCH, A DISTANCE OF 940.00 FEET TO THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH, AT 70.00 FEET PASS A ½" ROD SET AT THE SOUTH LINE OF A DITCH RIGHT-OF-WAY EASEMENT, AT 1960.00 FEET PASS A ½" ROD FOUND AT THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD, AT 1980.00 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 42.72 ACRES (42.30 ACRES NET) OF LAND MORE OR LESS.

GENERAL PLAT NOTES AND RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
THE PROPERTY IS LOCATED IN ZONE "X", ACCORDING TO THE FLOOD INSURANCE RATE MAP OF COMMUNITY NO. 480334 0350 C, DATED JUNE 6, 2000. ZONE "X"--AREAS DETERMINED TO BE OUTSIDE 500--YEAR FLOODPLAIN.
2. MINIMUM SETBACKS LINES:
FRONT.....50.00' OR VALDEZ ROAD
REAR.....10.00' OR EASEMENT WHICHEVER IS GREATER
SIDE.....5.00' OR EASEMENT WHICHEVER IS GREATER
3. MINIMUM FINISH FLOOR ELEVATION NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER, ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOT LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS, AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR FOR ALL THE LOT WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
4. LOT 1 SHALL BE FOR SCHOOL/INSTITUTIONAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN SCHOOL/INSTRUCTIONAL. LOT 1 IS FOR NON RESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS TO DENY ACCESS ONTO LOT. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
5. BENCHMARK NOTE:
BENCHMARK ELEVATION: P.K. NAIL ELEVATION 39.61
LOCATED ON THE CENTERLINE OF AMANDO STREET AND VALDEZ AVENUE, APPROX. 219' EAST OF THE SOUTHEAST CORNER OF PROPERTY.
6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 46,816.60 CUBIC-FEET (1.07 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET 3 FOR DRAINAGE DETENTION.
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENTS.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND OVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. DRAINAGE SWALE EASEMENT NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE MAINTAINED BY MONTE ALTO I.S.D. OWNER AND KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTERS THAT BOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT.
9. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
10. AN OFF-STREET PARKING LOT SITE & DRAINAGE PLAN APPROVED BY HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL INDUSTRIAL & MULTI FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE AND DRAINAGE AND GRID PLANS ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
11. THERE ARE NO WATER WELLS WITHIN 150.0 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
12. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT THE DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
13. MONTE ALTO I.S.D. HIGH SCHOOL SUBDIVISION IS BEING DESIGNED FOR DISPOSAL OF INSTITUTIONAL SEWAGE IN ACCORDANCE WITH TCEQ GUIDELINES. ENGINEER CERTIFIES BY SIGNING THIS PLAT THAT THE DESIGN OF SAID SYSTEM MEETS ALL TCEQ REGULATIONS GOVERNING THIS TYPE OF WORK.

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: MONTE ALTO I.S.D.				
CONTACT: DONNA MILLARD, SUPERINTENDENT	2149 1ST STREET	MONTE ALTO, TEXAS 78538	(956) 262-1001	
ENGINEER: MARIANO GARCIA	400 NOLANA SUITE D	MCALLEN, TEXAS 78504	(956) 687-0422	(956) 687-3113
SURVEYOR: JOSE MARIO GONZALEZ	8202 MANTO PECORAN	MONTE ALTO, TEXAS 78538	(956) 380-8154	(956) 380-5106

PRELIMINARY PLAT OF Monte Alto I.S.D. High School Subdivision

A 42.72 ACRE TRACT OF LAND OUT OF LOTS 55, 56, 57, 58, 63 AND 64, ORIGINAL TOWNSITE OF ROLLO, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 3, PAGE 47, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

NO.	SHEET	REVISION	DATE	APPROVED

MGE
M GARCIA ENGINEERING, LLC
400 NOLANA STE. D
MCALLEN, TEXAS 78504
PH: 956 687-0422 FX: 956 687-3113
WWW.MGARCIAENGINEERING.COM

INDEX TO SHEET OF 1 of 7

SHEET 1	HEADING; INDEX; LOCATOR MAP AND TCEQ PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; HIDALGO NO. 1 CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; DIVISION NOTES;
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (SSSP) MAP; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; DRAINAGE, AND ENGINEER'S ACKNOWLEDGEMENT
SHEET 3	PAVING & GRADING LAYOUT
SHEET 4	MAP OF TOPOGRAPHY
SHEET 5	CONSTRUCTION DETAILS
SHEET 6	CONSTRUCTION DETAILS
SHEET 7	CONSTRUCTION DETAILS

ON-SITE INSPECTION CHECKLIST & CLEARANCE FORM
PLANNING DEPARTMENT

Rev. 03-04-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: N/A

Name: HIDALGO CO. PCT #4 Telephone No. (956) 383-3112 Date: 9/29/11

Location:
SANTA CRUZ GARDENS #2 / NWC TERRY & DAVIS RDS

Legal Description: LOT: 10-14/10-18 BLK: 42 & 43 UPGRADE 3/4" to 2"

Signature of Owner: _____ (Person Signing Must be the Name Shown on the Deed or Provide Notarized Affidavit Authorizing Signature on behalf of Owner)

~~Commissioner Court~~ Approval NOT REQUIRED FOR COUNTY USE ONLY

ON-SITE INSPECTION(S) IS/ARE FOR THE FOLLOWING:

[ ] Agricultural Use/Landscaping

[ ] Existing Meter. Requesting Additional Meter

[ ] Platted Lot Prior to 1989

[ ] Individual stating that there was an existing structure.

[X] Other: 1 1/4 to 2" UPGRADE for BURNER

Approved By Environmental Health:	Temporary Service	Final Service	Permit No.
	Authorized Signature	Authorized Signature	water for Burner Pct # 4
Date:		10/4/11	

Water Supplier: [X] North Alamo Water Supply [ ] Sharyland Water Supply [ ] Military Highway Water Supply

[ ] AGUA SUD [ ] Other: _____

MVEC Acct. No.: _____ AEP/ESI No.: _____

Request is: [X] Approved [ ] NOT Approved Approved by: _____

Date On-Site Inspection Conducted: 10-4-11

AI-29027 **19. A.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Pct #1 - per Public Affairs **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in honor of the National Guard 49th Armored Division

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/06/2011 02:44 PM
Ivan Cantu	Ivan Cantu	10/07/2011 07:40 AM
Auditor's Office	Arcilia Duran	10/07/2011 10:11 AM
Purchasing Department	Marty Salazar	10/07/2011 11:39 AM

Form Started By: Monica Badillo Started On: 10/06/2011 02:29 PM

Final Approval Date: 10/07/2011

AI-29012 **20. A.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Domingo Villarreal **Submitted By:** Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Requesting approval of Interlocal Cooperation Agreement between the City of La Joya and the County of Hidalgo.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact - the Precinct will seek approval from CC before any work is initiated on a specific project.

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/06/2011 09:15 AM
Perla Lopez	Perla Lopez	10/06/2011 01:56 PM
Auditor's Office	Arcilia Duran	10/07/2011 11:48 AM
Dina Trevino	Merlen P. Munoz	10/07/2011 11:54 AM
Perla Lopez	Perla Lopez	10/07/2011 01:58 PM
Auditor's Office	Arcilia Duran	10/07/2011 02:06 PM
Purchasing Department	Angela Garcia	10/07/2011 04:50 PM

Form Started By: Norma Ceballos Started On: 10/06/2011 09:05 AM

Final Approval Date: 10/07/2011

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN

HIDALGO COUNTY AND LA JOYA, TEXAS

THIS Agreement is made on this the 11th day of October 2011 by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," and La Joya, Texas, hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County is a county created in the State of Texas;

WHEREAS, La Joya is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, City desires to assist County in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the 'Work");

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to City utilizing any County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and County's current price of materials. County shall be solely responsible for determining the current rate for its equipment and County's cost of materials and City agrees to reimburse County for such rates and costs within thirty (30) days of receipt of invoice from County. Any request for use by County of City equipment and materials shall be subject to the approval of Commissioner of Precinct 3 determining that such equipment and materials are not retained by the Commissioner for the times requested by the City.

2. County shall provide City with man power at the current hourly rates for individuals required to complete the Work. Prior to City utilizing County manpower, City shall request and receive the current hourly rates of County individuals, required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate of its employees and City agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County individuals shall be subject to the approval by the Commissioner of Precinct 3 determining that the County

individuals so requested by the City are not required for projects of Precinct 3 at the time requested by City.

3. City agrees to allow County to use equipment and materials owned by City at their current prices to the City for such equipment and materials for the furtherance of the Work. Prior to County utilizing any City equipment or materials County shall request and receive a statement of City's current hourly rates for use of equipment and City's correct price of materials. City shall be solely responsible for determining the current rate for its equipment and City's cost of materials and County agrees to reimburse City for such costs within thirty (30) days of receipt of invoice from City. All equipment of city must be operated at all times by City manpower. Any request for use by County of City equipment and materials shall be subject to the approval of the City manager determining that such equipment and materials are not retained by the City for the times requested by County.

4. City shall provide County with man power at the current hourly rates for individuals required to complete the Work. Prior to County utilizing City manpower, County shall request and receive the current hourly rates of City individuals required to complete the work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. City shall be solely responsible for determining the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City individuals shall be subject to the approval by the City Manager determining that the City individuals so requested by the County are not required for projects of City at the time requested by County.

5. The parties agree that alt any additional costs associated or incurred with the Work shall be the responsibility of each respective entity in its entirety.

6. The term of this Agreement shall before one (1) year with automatic renewals for five (5) additional one year terms upon the same terms and conditions described herein except that all prices for manpower, equipment and materials are subject to change at any time and without notice to the other party unless terminated pursuant to numbered paragraph 9 of this Agreement.

7. Upon a change in price for manpower for County employees, equipment or materials, the County shall notify the City within ten (10) working days for any on-going Work and before beginning any new Work.

8. Upon a change in price for manpower for City employees, equipment or materials, the City shall notify the County within ten (10) working days for any on-going Work and before beginning any new Work.

9. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

10. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of 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 provisions 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.

11. **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.

12. **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 the City and County and not otherwise.

13. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or 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 City: La Joya, Texas
Attention: City Mayor
101 S. Leo Avenue
La Joya, Texas 78560-4054

If to County: Hidalgo County
Attention: Ramon Garcia County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to: Commissioner Joe M. Flores, Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

16. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. **Assignment**. This Agreement shall not be assignable.

18. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

19. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

20. **Authority to Execute.** The execution and performance of this Agreement by the City and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

21. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

22. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon 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. Section 271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF LA JOYA, TEXAS

_____
Jose A. "Fito" Salinas, Mayor

ATTEST:

_____
Julianita Zavala, City Secretary

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: _____
Stephen L. Crain

AI-28927 **21. A.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of a Resolution between Hidalgo County and TXDMV (Texas Department of Motor Vehicles) for participation in the Scofflaw Program.

2. Approval of Interlocal Agreement with TXDMV (Texas Department of Motor Vehicles) for flagging of Texas Motor Vehicle Registration Records for the purposes of implementing a Scofflaw Program.

3. Approval to issue a check to the Texas Department of Motor Vehicles in the amount of $500.00 for the creation of a non-interest bearing escrow account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 **ACCT. #:** 1-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Available balance as of 10/06/11.
Monies will be made available from this account to process payment for non-interest bearing escrow account with TxDOT. Future submission fees will also be funded through this account.

Attachments

Resolution (Attach D)

502.185 Code

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	10/07/2011 09:35 AM
Budget & Management	Merlen P. Munoz	10/07/2011 10:31 AM
Olga Garza	Angela Garcia	10/07/2011 11:28 AM
Roland Garcia (Originator)	Angela Garcia	10/07/2011 11:43 AM
Auditor's Office	Arcilia Duran	10/07/2011 01:39 PM
Budget & Management	Angela Garcia	10/07/2011 02:21 PM
Olga Garza	Angela Garcia	10/07/2011 02:22 PM
Auditor's Office	Angela Garcia	10/07/2011 02:23 PM
Angela Garcia	Angela Garcia	10/07/2011 02:39 PM
Purchasing Department	Angela Garcia	10/07/2011 04:50 PM

Form Started By: Rolando Garcia Started On: 10/04/2011 10:41 AM

Final Approval Date: 10/07/2011

ATTACHMENT D

Resolution or Ordinance

On the _____ day of _____, 20 ____, the _____ County Commissioner's Court passed Resolution No. _____, hereinafter identified by reference, authorizing the County's participation in the Program.

§ 502.185. REFUSAL TO REGISTER VEHICLE IN CERTAIN COUNTIES. (a) A county assessor-collector or the department may refuse to register a motor vehicle if the assessor-collector or the department receives information that the owner of the vehicle owes the county money for a fine, fee, or tax that is past due.

(b) A county may contract with the department to provide information to the department necessary to make a determination under Subsection (a).

(c) A county that has a contract under Subsection (b) shall notify the department regarding a person for whom the county assessor-collector or the department has refused to register a motor vehicle on:

(1) the person's payment or other means of discharge of the past due fine, fee, or tax; or

(2) perfection of an appeal of the case contesting payment of the fine, fee, or tax.

(d) After notice is received under Subsection (c), the county assessor-collector or the department may not refuse to register the motor vehicle under Subsection (a).

(e) A contract under Subsection (b) must be entered into in accordance with Chapter 791, Government Code, and is subject to the ability of the parties to provide or pay for the services required under the contract.

(f) A county that has a contract under Subsection (b) may impose an additional fee to a person paying a fine, fee, or tax to the county after it is past due. The additional fee may be used only to reimburse the department for its expenses for providing services under the contract.

(g) In this section:

(1) a fine, fee, or tax is considered past due if it is unpaid 90 or more days after the date it is due; and

(2) registration of a motor vehicle includes renewal of the registration of the vehicle.

(h) This section does not apply to the registration of a motor vehicle under Section 501.0234.

Added by Acts 1997, 75th Leg., ch. 192, § 1, eff. Sept. 1, 1997.
Amended by Acts 1999, 76th Leg., ch. 97, § 1, eff. May 17, 1999.

Section: Previous 502.178 502.179 502.180 502.181 502.182 502.183 502.184 502.185 502.186 502.187 502.188 502.201 502.2015 502.202 502.203 Next
Last modified: August 11, 2007

AI-28961 **22. A. 4.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute a Professional Surveying Services contract/agreement for the provision of surveying services for, "Verification of Metes and Bounds for 2.98 Acres in the City of Pharr ," with Dos Land Surveying, LLC, as authorized & approved for negotiations by CC on 7/26/11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1-1100-415-00-115-002-0-339

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

BUDGETARY IMPACT:

$3,000.00 available in account as of 10-06-11.
$3,001.21 to be available pending approval of line item transfer. AI 29022

Attachments

contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/05/2011 11:51 AM
Budget & Management	Merlen P. Munoz	10/05/2011 03:03 PM
Rosalinda Cantu	Rosie Cantu	10/06/2011 02:30 PM
Auditor's Office	Arcilia Duran	10/07/2011 02:12 PM

Form Started By: Rocio Villarreal Started On: 10/05/2011 10:20 AM

Final Approval Date: 10/07/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-11-211-10-11

THIS AGREEMENT is made effective the **11th** day of October, **2011**, by and between the **County of Hidalgo, Texas** ("County") and **Dos Land Surveying, LLC** ("Surveyor").

W I T N E S S E T H:

WHEREAS, the County requires Surveying services for **"Professional Surveying Services for Verification of Metes and Bounds for 2.56 Acres in the City of Pharr";** 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 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: **"Verification of Metes and Bounds for 2.98 Acres in the City of Pharr,** 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. This Contract becomes effective when fully executed by both parties and will terminate the earlier of when the Services are completed and accepted by County one (1) year from the date of execution 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 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 unduly delay 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 the agreement, 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:	**Dos Land Surveying, LLC** Attention: Eric Ybarra, President/CEO 1002 E. Expressway 83 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 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.

26. Commitment of Current Revenues. In the event that, during any term hereof, 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:
DOS LAND SURVEYING, LLC

BY:_____
Eric Ybarra, President/CEO

OWNER:
HIDALGO COUNTY

BY:_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
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
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

LEGAL NOTICE

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE SURVEYORS- POOL"

RFQ No. 2011-003A-01-05-SMA

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:_____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

"REAL ESTATE SURVEYORS- POOL"

RFQ No. 2011-003A-01-05-SMA

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

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE SURVEYORS- POOL"

RFQ No. 2011-003A-01-05-SMA

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

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE SURVEYORS- POOL"

RFQ No. 2011-003A-01-05-SMA

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.

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 ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of 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 QUESTIONAIRE

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE SURVEYORS- POOL"

RFQ No. 2011-003A-01-05-SMA

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

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

"REAL ESTATE SURVEYORS- POOL"

RFQ No. 2011-003A-01-05-SMA

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__

VENDORS APPLICATION & W-9 FORMS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE SURVEYORS- POOL"

RFQ No. 2011-003A-01-05-SMA

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	• 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

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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

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE SURVEYORS- POOL"

RFQ No. 2011-003A-01-05-SMA

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.

ATTACHMENT "A"

DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE SURVEYORS- POOL"

RFQ No. 2011-003A-01-05-SMA

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.

EXHIBIT "A"

Scope of Services to be provided by the Surveyor

DOS LAND SURVEYING, LLC

Surveying Proposal

Client: Hidalgo County Pct. 4

Project: Verification of Metes and Bounds for 2.98Acres in the City of Pharr

Date: 8/30/2011

Scope of Work

Boundary survey and metes & bounds description verification at the WIC Clinic located at 1903 N. Knights St. (fka Fir St.) which was deeded to Hidalgo County by the City of Pharr in Volume 1645, Page 355 of the Deed Records of Hidalgo County, Texas and recorded on November 26 1979.

We propose to render the professional services as described in the Scope of Work in connection with the project named above. Upon acceptance of the proposed services and fees performance of the Scope of Work will begin. You will be contacted for any information necessary to perform the proposed services.

Item	Description	Fees
1	Scope of work as outlined above	$ 3,001.21
2		
3		
4		
5		
	TOTAL	$ 3,001.21

Client acknowledges that it has selected Dos Land Surveying, LLC (DLS) to perform professional services in connection with the above Scope of Work and has solicited this Fee Proposal (PROPOSAL). The fee proposal presented herein is in response to such request. If accepted as indicated by the CLIENT's signature below, this proposal shall become an agreement and be effective as of the date indicated below between

Hidalgo County Pct. 4 **(CLIENT)**

and DLS (SURVEYOR). CLIENT retains SURVEYOR to perform the professional services in connection with the matter described above in Scope of Work.

CLIENT
Hidalgo County Pct. 4

by:

Title:

SURVEYOR
Dos Land Surveying, LLC

Michael Wood, R.P.L.S.
Survey Manager
1002 E. Expressway 83
Weslaco, TX 78596
(956) 969-4183

For complaints, please contact the Texas Board of Professional Land Surveying
12100 Park 35 Circle Blg. A, Suite 156 MC-230
Austin, TX 78753
(512) 239-5263

EXHIBIT "B"

Surveying Rate Schedule

PROJECT FEE ESTIMATE

CLIENT: Hidalgo County Pct. 4

PROJECT: Verification of Metes and Bounds for 2.98Acres in the City of Pharr DATE: 8/30/2011

ID	ACTIVITY	HOURS						$
		3-MAN CREW	CADD TECH	SURVEY TECH	RPLS	ADMIN	EXP	TOTAL
		154.37	75.19	90.29	185.22	68.20		
1. Boundary Survey								
1.01	Establish Control	2						**308.74**
1.02	Field Survey	2						**308.74**
1.03	Locate Building and Parking Lot	4						**617.48**
1.04	Drafting of Boundary Survey		3	3	2			**866.88**
1.05	Metes and Bounds Description				3			**555.66**
1.06	QAQC			1	1	1		**343.71**
	SUBTOTAL	**8**	**3**	**4**	**6**	**1**		**3,001.21**
TOTAL		**8**	**3**	**4**	**6**	**1**	**0**	**3,001.21**

EXHIBIT "C"

Insurance Requirements

ACORD®

CERTIFICATE OF LIABILITY 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.

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
Ron Robertson Insurance Agency
7322 S.W. Frwy. Ste. 1850
Houston, TX. 77074

CONTACT NAME: Thomas Henrichsen
PHONE (A/C, No, Ext): 713-272-0558 FAX (A/C, No): 713-779-9410
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Sentinel Insurance/The Hartf	
INSURER B: Sentinel Insurance / Hartford	
INSURER C: Texas Mutual Insurance Company	
INSURER D: Travelers Insurance Company	
INSURER E:	
INSURER F:	

INSURED
DOS Land Surveying

1002 East Expressway 83
Weslaco, TX 78596
956-797-4601

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			61SWC 610489	06-27-11	06-27-12	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			61UECKO4005	08-8-11	08-8-12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			61WBC05957	4/14/11	4/14/12	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
A	Professional			61SWC 610489	06/27/11	06/27/12	$ 1,000,000	
D	Valuable Papers			QT6604226L899	12/13/10	12/13/11	$ 100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Contract No. C-11-184-0719 Hidalgo County is named as additional insured on the General Liability policy subject to policy terms, conditions, limitations, and exclusions.

CERTIFICATE HOLDER
Hidalgo County
2802 S. Bus. Hwy 281
Edinburg, Texas 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 Ron Robertson

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AI-28953 **22. B. 1.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Martha L. Salazar **Submitted By:** Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, 262.024(a)(7)"an item that can be obtained from only one source;

b. Requesting approval of a "Sole Source Declaration" for "Motorola Solutions, Inc. " including authority to purchase (4) Astro Digital APX 7000 Portable Series 700/800 MHZ & VHF in the amount of $2,500.00/each totaling $10,000.00 through Requistion #203482:

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1283-429-10-300-027-2-619

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

BUDGETARY IMPACT:

Req#203482 available for Motorola Solutions, Inc.

FISCAL YEAR: 2011 **ACCT. #:** 1-1283-429-10-300-027-2-748

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

BUDGETARY IMPACT:

Req#203482 available for Motorola Solutions, Inc.

Attachments

Motorola Requisition and quotes
Department Memo
Vendor's Memo
Motorola - Sole Source Memo

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/06/2011 09:23 AM
Budget & Management	Merlen P. Munoz	10/06/2011 09:27 AM
Roland Garcia	Rolando Garcia	10/06/2011 02:59 PM
Auditor's Office	Arcilia Duran	10/07/2011 11:03 AM

Form Started By: Matilde Faz Started On: 10/05/2011 09:19 AM

Final Approval Date: 10/07/2011

Requisition

Req # 00203482

PO #

Date: 09/28/11

Regular
#28953
10/11/11

Bill To: x
x

Vendor : 283827
MOTOROLA INC.
1303 E. ALGONQUIN RD
SCHAUMBURG IL 60196
FAX (210)680-3214

Ship To: COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539

Contact: M.HINOJOSA
956-318-2615

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2.00	EACH	APX7000 DIGITAL PORTABLE RADIO (ITEM # H97TGD9PW1 N)	2,632.00	5,264.00
2.00	EACH	ADD: ENABLE DUAL BAND OPERATION (ITEM # QA00579)	1,000.00	2,000.00
2.00	EACH	ADD: ASTRO DIGITAL CAI OPERATION	515.00	1,030.00
2.00	EACH	ADD: SMARTZONE OPERATION	1,500.00	3,000.00
2.00	EACH	ADD: P25 9600 BAUD TRUNKING	300.00	600.00
2.00	EACH	ADD: PROGRAMMING OVER P25 (OTAP) (ITEM # G996)	100.00	200.00
2.00	EACH	ADD: RADIO POCKET DATA (ITEM # Q947)	200.00	400.00
2.00	EACH	ALT: DUAL BAND 7/800 VHF (136-174MHZ) GPS ANTENNA (NAR65914A) (ITEM # QA00787)	65.00	130.00
1.00	LOT	DEMONSTRATION UNIT DISCOUNT	-7,874.00	-7,874.00
2.00	EACH	APX7000 IMPRES SINGLE UNIT CHARGER US/NA/CA/LA (ITEM # NNTN7080A)	125.00	250.00
1.00	EACH	APX7000 DIGITAL PORTABLE RADIO (ITEM # H97TGD9PW1 N)	2,632.00	2,632.00
1.00	EACH	ADD: LARGE COLOR DISPLAY ADN FULL KEPYAD (ITEM # QZ00577)	500.00	500.00
1.00	EACH	ADD: ASTRO DIGITAL CAI OPERATION (ITEM # Q806)	515.00	515.00
1.00	EACH	ADD: SMARTZONE OPERATION (ITEM # H38)	1,500.00	1,500.00
1.00	EACH	ADD: P25 9600 BAUD TRUNKNING (ITEM # Q361)	300.00	300.00
1.00	EACH	ADD: PROGRAMMING OVER P25 (OTAP) (ITEM # G996)	100.00	100.00
1.00	EACH	ADD: RADIO PACKET DATA (ITEM # Q947)	200.00	200.00
1.00	EACH	ALT: DUAL BAND 7/800 VHF (136-174MHZ) GPS ANTENNA (NAR6591A) (ITEM # QA00787)	65.00	65.00
1.00	EACH	PUBLIC SAFETY YELLOW (ITEM # H64)	25.00	25.00
1.00	LOT	DEMONSTRATION UNIT DISCOUNT	-3,462.00	-3,462.00
1.00	EACH	APX7000 IMPRES SINGLE UNIT CHARGER US/NA/CA/LA (ITEM # NNTN7080A)	125.00	125.00
1.00	EACH	APX7000 DIGITAL PORTABLE RADIO (ITEM # H97TGD9PW1 N)	2,632.00	2,632.00
1.00	EACH	ADD: LARGE COLOR DISPLAY AND FULL KEYPAD (ITEM # QA00577)	500.00	500.00
1.00	EACH	ADD: ASTRO DIGITAL CAI OPERATION (ITEM # Q806)	515.00	515.00
1.00	EACH	ADD: SMARTZONE OPERATION (ITEM # H38)	1,500.00	1,500.00
1.00	EACH	ADD: P25 9600 BAUD TRUNKING (ITEM # Q361)	300.00	300.00
1.00	EACH	ADD: PROGRAMMING OVER P25 (OTAP) (ITEM # G996)	100.00	100.00
1.00	EACH	ADD: RADIO PACKET DATA (ITEM # Q947)	200.00	200.00

Authorized By: _____

Requisition

Req # 00203482

PO #

Date: 09/28/11

Bill To: x
x

Vendor : 283827

MOTOROLA INC.
1303 E. ALGONQUIN RD
SCHAUMBURG IL 60196
FAX (210)680-3214

Ship To: COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	ALT: DUAL BAND 7/800 VHF (136-174MHZ) GPS ANTENNA (NAR6591A) (ITEM # QA00787)	65.00	65.00
1.00	LOT	DEMONSTRATION UNIT DISCOUNT	-3,437.00	-3,437.00
1.00	EACH	APX7000 IMPRES SINGLE UNIT CHARGER US/NA/CA/LA (ITEM # NNTN7080A)	125.00	125.00
		Account No	Encumbrance	
		1-1283-429-10-300-027-2-619	500.00	
		1-1283-429-10-300-027-2-748	9,500.00	
			Freight	.00
			Total	10,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

A

Yellow Key Pad Qty: 1

MOTOROLA
Authorized Radio System Specialist

CUSTOMER NAME	HIDALGO COUNTY
DEPARTMENT	EMERGENCY MANA
ADDRESS	
CITY, STATE ZIP	EDENBURG, TX

DATE:	**9/14/2011**
QUOTE #:	**007-2011**
BY:	Ron Martin
ATTN:	Oscar Montoya
PHONE:	956-318-2615
FAX:	956-
EMAIL:	1/0/00
USER CONTACT	Oscar Montoya
CONTACT #	956-318-2615

ASTRO® Digital APX 7000™ Portable Series
700/800 MHz & VHF

SYSTEM CONFIGURATIONS:
DUAL MICROPHONE, 3 PROGRAMMABLE SIDE BUTTONS, 1 WATT RATED AUDIO ORANGE PROGRAMMABLE BUTTON INTEGRATED GPS HARDWARE CAPABLE* 16 POSITION MODE ROTARY SELECT SWITCH, SEAMLESS WIDEBAND SCAN ANGLED ON/OFF VOLUME KNOB, DETACHABLE BELT CLIP FOR TOP DISPLAY LOW BATTERY ALERT TONE, IP67 STANDARD ANTENNA (DEPENDENT ON FREQUENCY BAND AND TYPE), LIION 2900 MAH BATTERY, NOISE CANCELLATION SOFTWARE, INTELLIGENT LIGHTING, 1 TOP MOUNTED PROGRAMMABLE 3 POSITION TOGGLE SWITCH, TOP DISPLAY: 1 LINE OF TEXT, 1 LINE OF ICONS, 0 MENU LINES
ASTRO DIGITAL APX 7000 DUAL DISPLAY MODEL ALSO INCLUDES:
UNIVERSAL CARRY HOLDER FRONT COLOR DISPLAY: 4 LINES OF TEXT, 2 LINES OF ICON, 1 MENU LINE
UNIFIED CALL LIST RADIO PROFILES, DUAL SPEAKERS FULL KEYPAD: 3 X 4 ALPHA-NUMERIC 3 PROGRAMMABLE BUTTON, 4 WAY NAVIGATION, HOME AND DATA BUTTONS

ITEM	APC	QTY.	MODEL	DESCRIPTION	UNIT	EXTENDED
				ASTRO® DIGITAL APX 7000™ PORTABLE SERIES 700/800 MHZ & VHF		
1	655	1	H97TGD9PW1 N	APX7000 DIGITAL PORTABLE RADIO	$ 2,632.00	$ 2,632.00
1a	655	1	QA00569	ADD: 7/800MHZ PRIMARY BAND	$ -	$ -
1b	655	1	QA00574	ADD: VHF SECONDARY BAND	$ -	$ -
				OPERATION		
	655	1	QA00577	ADD: LARGE COLOR DISPLAY AND FULL KEYPAD	$ 500.00	$ 500.00
1c	655		QA00579	ADD: ENABLE DUAL BAND OPERATION	$ 1,000.00	$ -
				OPERATIONAL MODE		
	655		Q241	ADD: ANALOG OPERATION	$ -	$ -
1d	655	1	Q806	ADD: ASTRO DIGITAL CAI OPERATION	$ 515.00	$ 515.00
				SYSTEM ENHANCEMENT SOFTWARE		
1e	655	1	H38	ADD: SMARTZONE OPERATION	$ 1,500.00	$ 1,500.00
1f	655	1	Q361	ADD: P25 9600 BAUD TRUNKING	$ 300.00	$ 300.00
				SYSTEM ENHANCEMENT OPTIONS		
1g	655	1	G996	ADD: PROGRAMMING OVER P25 (OTAP)	$ 100.00	$ 100.00
1h	655	1	Q947	ADD: RADIO PACKET DATA	$ 200.00	$ 200.00
	655		QA00782	ADD: ENABLE INTERNAL GPS OPERATION	$ 100.00	$ -
				ALGORITHM OPTIONS		
	655		H04	ADD: TACTICAL REKEY WITH MULTIKEY	$ 500.00	$ -
	655		H797	ENH: DVP-XL ENCRYPTION	$ 487.00	$ -
	655		H869	ENH: MULTIKEY	$ 330.00	$ -
	453		Q15	ENH: AES/DES,DES-XL,DES-OFB	$ 799.00	$ -
	271		Q498	ENH: ASTRO P25 OTAR W/ MULTIKEY	$ 740.00	$ -
	785		Q625	ENH: DES,DES-XL,DES-OFB ENCRYPTION	$ 599.00	$ -
	655		H629	ENH: AES ENCRYPTION	$ 475.00	$ -
				ANTENNA		
1i	655	1	QA00787	ALT: DUAL BAND 7/800 VHF (136-174MHZ) GPS ANTENNA (NAR6591A)	$ 65.00	$ 65.00
				BATTERY		
	785		H335	ALT: NIMH IMPRES 2100MAH (NNTN7037)	$ 78.00	$ -
				SERVICE OPTION		
	655		Q58	ENH: 2 YEARS SVC WARRANTY	$ 102.00	$ -
				TEST RESULTS		
	271		H799	ADD: TEST RESULTS/RATED AUDIO PRINTOUT	$ 10.00	$ -
				ACCESSORIES		
				HOUSING		
	655	1	H64	PUBLIC SAFETY YELLOW	$ 25.00	$ 25.00
				BATTERY (SPARE)		
	453		NNTN7038	APX 7000 IMPRES LIION 2900MAH SUBMERSIBLE (IP67) BATTERY	$ 140.00	$ -

				CARRYING CASE				
	271		PMLN5324	APX 7000 LEATHER CARRY CASE W/ 2.75" SWIVEL BELT LOOP FOR NNTN7038 BAT	$	67.00	$	-
				CHARGER				
2	785	1	NNTN7080A	APX 7000 IMPRES SINGLE UNIT CHARGER US/NA/CA/LA	$	125.00	$	125.00
	785		RLN6434A	APX TRAVEL CHARGER	$	95.00	$	-
	795		NNTN7624A	IMPRES VEHICULAR CHARGER (FULL KIT)	$	390.00	$	-
				SURVEILLANCE / SPEAKER MIC				
	795		PMMN4062	APX7000 RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	$	107.00	$	-
	742		RLN4941	RECEIVE ONLY EARPIECE W/TRANSLUCENT TUBE (FOR PMMN4062)	$	58.00	$	-
	742		RLN5882A	IMPRES 2 WR W/TRANS TUBE BLK	$	122.00	$	-

EQUIPMENT	$	5,962.00
DEMONSTRATION UNIT DISCOUNT	$	(3,462.00)
TOTAL SERVICES WITH EQUIPMENT	$	2,500.00
ESTIMATED HGAC HANDLING FEE - 1.5% - INCLUDED	$	-
GRAND TOTAL	**$**	**2,500.00**

NOTE:

1 SUBJCT TO MOTOROLA'S STANDARD TERMS AND CONDITIONS
2 OFFER GOOD THROUGH

QUOTE TERMS AND CONDITIONS :

1 QUOTES ARE EXCLUSIVE OF ALL INSTALLATION AND PROGRAMMING CHARGES (UNLESS EXPRESSLY STATED) AND ALL APPLICABLE TAXES.
2 APX PORTABLE RADIOS BEING SOLD ARE DEMONSTRATION UNITS
3 RADIOS ARE AS IS CONDITION
4 PRICES QUOTED ARE BASED ON FIRST COME FIRST SERVE BASIS
5 UNLESS OTHERWISE STATED, PAYMENT WILL BE DUE WITHIN THIRTY DAYS AFTER INVOICE.
6 MOTOROLA'S STANDARD EQUIPMENT WARRANTY (WHICH WILL BE FURNISHED UPON REQUEST) APPLIES TO ALL ORDERED EQUIPMENT.
7 MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS,EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8 MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITTED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
9 THESE TERMS WILL PREVAIL OVER ANY INCONSISTENT OR ADDITIONAL TERMS ON ANY PURCHASE ORDER SUBMITTED BY THE PURCHASER.

PROPOSED BY _____

PRINTED NAME _____

TITLE: _____

DATE: ____/____/____

BEFORE SIGNING, PLEASE READ THIS PROPOSAL CAREFULLY. YOUR SIGNATURE IS AN OFFER TO PURCHASE THE PRODUCTS AND SERVICES LISTED ABOVE. WHICH IF ACCEPTED BY MOTOROLA, WILL BE A PURCHASE CONTRACT.

CUSTOMER ACCEPTANCE: _____

PRINTED NAME _____

TITLE: _____

PURCHASE ORDER # _____

DATE: ____/____/____

0.00 *

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2,632.00 +
500.00 +
515.00 +
1,500.00 +
300.00 +
100.00 +
200.00 +
65.00 +
5,812.00 ◇
748 Radio 3,462.00 -
2,350.00 *

0.00 *

0.C

25.00 +
L601/L619 125.00 +
supplies 150.00 *

0.00 *

2,350.00 +
150.00 +
2,500.00 *

B

Keypad Black 1

MOTOROLA
Authorized Radio System Specialist

CUSTOMER NAME	HIDALGO COUNTY
DEPARTMENT	EMERGENCY MANA
ADDRESS	
CITY, STATE ZIP	EDENBURG, TX

DATE:	9/14/2011
QUOTE #:	008-2011
BY:	Ron Martin
ATTN:	Oscar Montoya
PHONE:	956-318-2615
FAX:	956-
EMAIL:	1/0/00
USER CONTACT	Oscar Montoya
CONTACT #	956-318-2615

ASTRO® Digital APX 7000™ Portable Series
700/800 MHz & VHF

SYSTEM CONFIGURATIONS:
DUAL MICROPHONE, 3 PROGRAMMABLE SIDE BUTTONS, 1 WATT RATED AUDIO ORANGE PROGRAMMABLE BUTTON INTEGRATED GPS HARDWARE CAPABLE* 16 POSITION MODE ROTARY SELECT SWITCH, SEAMLESS WIDEBAND SCAN ANGLED ON/OFF VOLUME KNOB, DETACHABLE BELT CLIP FOR TOP DISPLAY LOW BATTERY ALERT TONE, IP67 STANDARD ANTENNA (DEPENDENT ON FREQUENCY BAND AND TYPE), LIION 2900 MAH BATTERY, NOISE CANCELLATION SOFTWARE, INTELLIGENT LIGHTING, 1 TOP MOUNTED PROGRAMMABLE 3 POSITION TOGGLE SWITCH, TOP DISPLAY: 1 LINE OF TEXT, 1 LINE OF ICONS, 0 MENU LINES
ASTRO DIGITAL APX 7000 DUAL DISPLAY MODEL ALSO INCLUDES:
UNIVERSAL CARRY HOLDER FRONT COLOR DISPLAY: 4 LINES OF TEXT, 2 LINES OF ICON, 1 MENU LINE
UNIFIED CALL LIST RADIO PROFILES, DUAL SPEAKERS FULL KEYPAD: 3 X 4 ALPHA-NUMERIC 3 PROGRAMMABLE BUTTON, 4 WAY NAVIGATION, HOME AND DATA BUTTONS

ITEM	APC	QTY.	MODEL	DESCRIPTION	UNIT	EXTENDED
				ASTRO® DIGITAL APX 7000™ PORTABLE SERIES 700/800 MHZ & VHF		
1	655	1	H97TGD9PW1 N	APX7000 DIGITAL PORTABLE RADIO	$ 2,632.00	$ 2,632.00
1a	655	1	QA00569	ADD: 7/800MHZ PRIMARY BAND	$ -	$ -
1b	655	1	QA00574	ADD: VHF SECONDARY BAND	$ -	$ -
				OPERATION		
	655	1	QA00577	ADD: LARGE COLOR DISPLAY AND FULL KEYPAD	$ 500.00	$ 500.00
1c	655		QA00579	ADD: ENABLE DUAL BAND OPERATION	$ 1,000.00	$ -
				OPERATIONAL MODE		
	655		Q241	ADD: ANALOG OPERATION	$ -	$ -
1d	655	1	Q806	ADD: ASTRO DIGITAL CAI OPERATION	$ 515.00	$ 515.00
				SYSTEM ENHANCEMENT SOFTWARE		
1e	655	1	H38	ADD: SMARTZONE OPERATION	$ 1,500.00	$ 1,500.00
1f	655	1	Q361	ADD: P25 9600 BAUD TRUNKING	$ 300.00	$ 300.00
				SYSTEM ENHANCEMENT OPTIONS		
1g	655	1	G996	ADD: PROGRAMMING OVER P25 (OTAP)	$ 100.00	$ 100.00
1h	655	1	Q947	ADD: RADIO PACKET DATA	$ 200.00	$ 200.00
	655		QA00782	ADD: ENABLE INTERNAL GPS OPERATION	$ 100.00	$ -
				ALGORITHM OPTIONS		
	655		H04	ADD: TACTICAL REKEY WITH MULTIKEY	$ 500.00	$ -
	655		H797	ENH: DVP-XL ENCRYPTION	$ 487.00	$ -
	655		H869	ENH: MULTIKEY	$ 330.00	$ -
	453		Q15	ENH: AES/DES,DES-XL,DES-OFB	$ 799.00	$ -
	271		Q498	ENH: ASTRO P25 OTAR W/ MULTIKEY	$ 740.00	$ -
	785		Q625	ENH: DES,DES-XL,DES-OFB ENCRYPTION	$ 599.00	$ -
	655		H629	ENH: AES ENCRYPTION	$ 475.00	$ -
				ANTENNA		
1i	655	1	QA00787	ALT: DUAL BAND 7/800 VHF (136-174MHZ) GPS ANTENNA (NAR6591A)	$ 65.00	$ 65.00
				BATTERY		
	785		H335	ALT: NIMH IMPRES 2100MAH (NNTN7037)	$ 78.00	$ -
				SERVICE OPTION		
	655		Q58	ENH: 2 YEARS SVC WARRANTY	$ 102.00	$ -
				TEST RESULTS		
	271		H799	ADD: TEST RESULTS/RATED AUDIO PRINTOUT	$ 10.00	$ -
				ACCESSORIES		
				HOUSING		
	655		H64	PUBLIC SAFETY YELLOW	$ 25.00	$ -
				BATTERY (SPARE)		
	453		NNTN7038	APX 7000 IMPRES LIION 2900MAH SUBMERSIBLE (IP67) BATTERY	$ 140.00	$ -

				CARRYING CASE				
	271		PMLN5324	APX 7000 LEATHER CARRY CASE W/ 2.75" SWIVEL BELT LOOP FOR NNTN7038 BAT	$	67.00	$	-
				CHARGER				
2	785	1	NNTN7080A	APX 7000 IMPRES SINGLE UNIT CHARGER US/NA/CA/LA	$	125.00	$	125.00
	785		RLN6434A	APX TRAVEL CHARGER	$	95.00	$	-
	795		NNTN7624A	IMPRES VEHICULAR CHARGER (FULL KIT)	$	390.00	$	-
				SURVEILLANCE / SPEAKER MIC				
	795		PMMN4062	APX7000 RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	$	107.00	$	-
	742		RLN4941	RECEIVE ONLY EARPIECE W/TRANSLUCENT TUBE (FOR PMMN4062)	$	58.00	$	-
	742		RLN5882A	IMPRES 2 WR W/TRANS TUBE BLK	$	122.00	$	-

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DEMONSTRATION UNIT DISCOUNT	$	(3,437.00)
TOTAL SERVICES WITH EQUIPMENT	$	2,500.00
ESTIMATED HGAC HANDLING FEE - 1.5% - INCLUDED	$	-
GRAND TOTAL	**$**	**2,500.00**

NOTE:

1 SUBJCT TO MOTOROLA'S STANDARD TERMS AND CONDITIONS
2 OFFER GOOD THROUGH

QUOTE TERMS AND CONDITIONS :

1 QUOTES ARE EXCLUSIVE OF ALL INSTALLATION AND PROGRAMMING CHARGES (UNLESS EXPRESSLY STATED) AND ALL APPLICABLE TAXES.
2 APX PORTABLE RADIOS BEING SOLD ARE DEMONSTRATION UNITS
3 RADIOS ARE AS IS CONDITION
4 PRICES QUOTED ARE BASED ON FIRST COME FIRST SERVE BASIS
5 UNLESS OTHERWISE STATED, PAYMENT WILL BE DUE WITHIN THIRTY DAYS AFTER INVOICE
6 MOTOROLA'S STANDARD EQUIPMENT WARRANTY (WHICH WILL BE FURNISHED UPON REQUEST) APPLIES TO ALL ORDERED EQUIPMENT.
7 MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS,EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8 MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITTED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
9 THESE TERMS WILL PREVAIL OVER ANY INCONSISTENT OR ADDITIONAL TERMS ON ANY PURCHASE ORDER SUBMITTED BY THE PURCHASER.

PROPOSED BY _____

PRINTED NAME _____

TITLE: _____

DATE: ____/____/____

BEFORE SIGNING, PLEASE READ THIS PROPOSAL CAREFULLY. YOUR SIGNATURE IS AN OFFER TO PURCHASE THE PRODUCTS AND SERVICES LISTED ABOVE, WHICH IF ACCEPTED BY MOTOROLA, WILL BE A PURCHASE CONTRACT.

CUSTOMER ACCEPTANCE: _____

PRINTED NAME _____

TITLE: _____

PURCHASE ORDER # _____

DATE: ____/____/____

0.00 *

0.C

2,632.00 +
500.00 +
515.00 +
1,500.00 +
300.00 +
100.00 +
200.00 +
65.00 +
5,812.00 ◇
748 3,437.00 -
Radio 2,375.00 *

0.C

601/619 125.00 +
Supplies 125.00 *

0.C

2,375.00 +
125.00 +
2,500.00 *

MOTOROLA
Authorized Radio System Specialist

DATE:	9/14/2011
QUOTE #:	006-2011
BY:	Ron Martin
ATTN:	Oscar Montoya
PHONE:	956-318-2615
FAX:	956-
EMAIL:	1/0/00
USER CONTACT	Oscar Montoya
CONTACT #	956-318-2615

CUSTOMER NAME	HIDALGO COUNTY
DEPARTMENT	EMERGENCY MANA
ADDRESS	
CITY, STATE ZIP	EDENBURG, TX

ASTRO® Digital APX 7000™ Portable Series
700/800 MHz & VHF

SYSTEM CONFIGURATIONS:
DUAL MICROPHONE, 3 PROGRAMMABLE SIDE BUTTONS, 1 WATT RATED AUDIO ORANGE PROGRAMMABLE BUTTON
INTEGRATED GPS HARDWARE CAPABLE* 16 POSITION MODE ROTARY SELECT SWITCH, SEAMLESS WIDEBAND SCAN ANGLED ON/OFF VOLUME KNOB, DETACHABLE BELT CLIP FOR TOP DISPLAY LOW BATTERY ALERT TONE, IP67 STANDARD ANTENNA (DEPENDENT ON FREQUENCY BAND AND TYPE), LIION 2900 MAH BATTERY, NOISE CANCELLATION SOFTWARE, INTELLIGENT LIGHTING, 1 TOP MOUNTED PROGRAMMABLE 3 POSITION TOGGLE SWITCH, TOP DISPLAY: 1 LINE OF TEXT, 1 LINE OF ICONS, 0 MENU LINES
ASTRO DIGITAL APX 7000 DUAL DISPLAY MODEL ALSO INCLUDES:
UNIVERSAL CARRY HOLDER FRONT COLOR DISPLAY: 4 LINES OF TEXT, 2 LINES OF ICON, 1 MENU LINE
UNIFIED CALL LIST RADIO PROFILES, DUAL SPEAKERS FULL KEYPAD: 3 X 4 ALPHA-NUMERIC 3 PROGRAMMABLE BUTTON, 4 WAY NAVIGATION, HOME AND DATA BUTTONS

ITEM	APC	QTY.	MODEL	DESCRIPTION	UNIT	EXTENDED
				ASTRO® DIGITAL APX 7000™ PORTABLE SERIES 700/800 MHZ & VHF		
1	655	2	H97TGD9PW1 N	APX7000 DIGITAL PORTABLE RADIO	$ 2,632.00	$ 5,264.00
1a	655	2	QA00569	ADD: 7/800MHZ PRIMARY BAND	$ -	$ -
1b	655	2	QA00574	ADD: VHF SECONDARY BAND	$ -	$ -
				OPERATION		
	655		QA00577	ADD: LARGE COLOR DISPLAY AND FULL KEYPAD	$ 500.00	$ -
1c	655	2	QA00579	ADD: ENABLE DUAL BAND OPERATION	$ 1,000.00	$ 2,000.00
				OPERATIONAL MODE		
	655		Q241	ADD: ANALOG OPERATION	$ -	$ -
1d	655	2	Q806	ADD: ASTRO DIGITAL CAI OPERATION	$ 515.00	$ 1,030.00
				SYSTEM ENHANCEMENT SOFTWARE		
1e	655	2	H38	ADD: SMARTZONE OPERATION	$ 1,500.00	$ 3,000.00
1f	655	2	Q361	ADD: P25 9600 BAUD TRUNKING	$ 300.00	$ 600.00
				SYSTEM ENHANCEMENT OPTIONS		
1g	655	2	G996	ADD: PROGRAMMING OVER P25 (OTAP)	$ 100.00	$ 200.00
1h	655	2	Q947	ADD: RADIO PACKET DATA	$ 200.00	$ 400.00
	655		QA00782	ADD: ENABLE INTERNAL GPS OPERATION	$ 100.00	$ -
				ALGORITHM OPTIONS		
	655		H04	ADD: TACTICAL REKEY WITH MULTIKEY	$ 500.00	$ -
	655		H797	ENH: DVP-XL ENCRYPTION	$ 487.00	$ -
	655		H869	ENH: MULTIKEY	$ 330.00	$ -
	453		Q15	ENH: AES/DES,DES-XL,DES-OFB	$ 799.00	$ -
	271		Q498	ENH: ASTRO P25 OTAR W/ MULTIKEY	$ 740.00	$ -
	785		Q625	ENH: DES,DES-XL,DES-OFB ENCRYPTION	$ 599.00	$ -
	655		H629	ENH: AES ENCRYPTION	$ 475.00	$ -
				ANTENNA		
1i	655	2	QA00787	ALT: DUAL BAND 7/800 VHF (136-174MHZ) GPS ANTENNA (NAR6591A)	$ 65.00	$ 130.00
				BATTERY		
	785		H335	ALT: NIMH IMPRES 2100MAH (NNTN7037)	$ 78.00	$ -
				SERVICE OPTION		
	655		Q58	ENH: 2 YEARS SVC WARRANTY	$ 102.00	$ -
				TEST RESULTS		
	271		H799	ADD: TEST RESULTS/RATED AUDIO PRINTOUT	$ 10.00	$ -
				ACCESSORIES		
				HOUSING		
	655		H64	PUBLIC SAFETY YELLOW	$ 25.00	$ -
				BATTERY (SPARE)		
	453		NNTN7038	APX 7000 IMPRES LIION 2900MAH SUBMERSIBLE (IP67) BATTERY	$ 140.00	$ -

				CARRYING CASE				
	271		PMLN5324	APX 7000 LEATHER CARRY CASE W/ 2.75" SWIVEL BELT LOOP FOR NNTN7038 BAT	$	67.00	$	-
				CHARGER				
2	785	2	NNTN7080A	APX 7000 IMPRES SINGLE UNIT CHARGER US/NA/CA/LA	$	125.00	$	250.00
	785		RLN6434A	APX TRAVEL CHARGER	$	95.00	$	-
	795		NNTN7624A	IMPRES VEHICULAR CHARGER (FULL KIT)	$	390.00	$	-
				SURVEILLANCE / SPEAKER MIC				
	795		PMMN4062	APX7000 RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	$	107.00	$	-
	742		RLN4941	RECEIVE ONLY EARPIECE W/TRANSLUCENT TUBE (FOR PMMN4062)	$	58.00	$	-
	742		RLN5882A	IMPRES 2 WR W/TRANS TUBE BLK	$	122.00	$	-

EQUIPMENT	$	12,874.00
DEMONSTRATION UNIT DISCOUNT	$	(7,874.00)
TOTAL SERVICES WITH EQUIPMENT	$	5,000.00
ESTIMATED HGAC HANDLING FEE - 1.5% - INCLUDED	$	-
GRAND TOTAL	**$**	**5,000.00**

NOTE:

1 SUBJCT TO MOTOROLA'S STANDARD TERMS AND CONDITIONS
2 OFFER GOOD THROUGH

QUOTE TERMS AND CONDITIONS :

1 QUOTES ARE EXCLUSIVE OF ALL INSTALLATION AND PROGRAMMING CHARGES (UNLESS EXPRESSLY STATED) AND ALL APPLICABLE TAXES.
2 APX PORTABLE RADIOS BEING SOLD ARE DEMONSTRATION UNITS
3 RADIOS ARE AS IS CONDITION
4 PRICES QUOTED ARE BASED ON FIRST COME FIRST SERVE BASIS
5 UNLESS OTHERWISE STATED, PAYMENT WILL BE DUE WITHIN THIRTY DAYS AFTER INVOICE.
6 MOTOROLA'S STANDARD EQUIPMENT WARRANTY (WHICH WILL BE FURNISHED UPON REQUEST) APPLIES TO ALL ORDERED EQUIPMENT.
7 MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS,EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8 MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITTED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
9 THESE TERMS WILL PREVAIL OVER ANY INCONSISTENT OR ADDITIONAL TERMS ON ANY PURCHASE ORDER SUBMITTED BY THE PURCHASER.

PROPOSED BY _____

PRINTED NAME _____

TITLE: _____

DATE: ____/____/____

BEFORE SIGNING, PLEASE READ THIS PROPOSAL CAREFULLY. YOUR SIGNATURE IS AN OFFER TO PURCHASE THE PRODUCTS AND SERVICES LISTED ABOVE, WHICH IF ACCEPTED BY MOTOROLA, WILL BE A PURCHASE CONTRACT.

CUSTOMER ACCEPTANCE: _____

PRINTED NAME _____

TITLE: _____

PURCHASE ORDER # _____

DATE: ____/____/____

0.00 *

0.C

5,264.00 +
2,000.00 +
1,030.00 +
3,000.00 +
600.00 +
200.00 +
400.00 +
130.00 +
12,624.00 ◇
748 Radios 7,874.00 -
4,750.00 *

0.00 *

0.C

0.C

Lodging Supplies 250.00 +
250.00 *

4,750.00 +
250.00 +
5,000.00 *

Hidalgo County
Office of Emergency Management

Mediplex Building
1615 S. Closner, Ste. G Edinburg, Texas
956-318-2615 Office 956-289-7889 Fax

Hidalgo County
Emergency Management

MEMORANDUM

TO: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

FR: Oscar D. Montoya, Emergency Management Coordinator
Hidalgo County Emergency Services Division

DATE: September 28, 2011

RE: Sole Source Declaration-Motorola Solutions, Inc.

Hidalgo County was awarded the 2009 SHSP (State Homeland Security Program) grant in an effort to further regional response capabilities. The primary focus of this grant was to fund interoperability projects throughout the region which primarily includes Hidalgo County. After a routine assessment of the Emergency Operations Communication system an apparent shortage of communication equipment between our emergency responders and assisting agencies during an emergency event was found. Funding is still available under the 2009 SHSP for the purchase of four demo Motorola APX7000 portable radios at the cost of $2,500.00 each. This price point allows the County to purchase the radios at less than half the cost of new equipment.

Motorola Solutions, Inc. is currently the only authorized vendor to sell demo radios. Motorola Solutions, Inc. provided proper documentation stating that demo unit's are not new and can't be purchased through the HGAC Cooperative Purchasing contract or Manufacturer Representatives. In addition, our office contacted five communication equipment vendors who provided the same information.

Should you have any questions please contact Oscar D. Montoya at (956)318-2615.

MOTOROLA

September 21, 2011

Hidalgo County Emergency Management
Attn: Mr. Oscar Montoya
1615 S. Closner, Ste. G
Edinburg, TX 78539

Reference: APX 7000 Radio Procurement

Mr. Montoya,

Please note the Motorola APX7000 portable radios we have provided quotes to Hidalgo County Emergency Management, at a greatly reduced price, are demonstration radios. These demo units are used to show customers and potential customers the feature set of the new APX 7000 dual band model radios. Therefore, the demo units are only available from Motorola direct and not through our Manufacturer Representatives (MRs) or other dealers.

Also, the APX demonstration radios are not available for purchase through the HGAC Cooperative Purchasing contract. The APX radios are not new and are being sold for less than half of their normal book value, HGAC Cooperative Purchasing contract is for the purchase of new unused radios.

Please do not hesitate to contact me if you have any questions regarding our offer. We appreciate Hidalgo County's interest in our products and services and we look forward to providing quality equipment and services to Hidalgo County.

Sincerely yours,

MOTOROLA, INC.

Ron Martin
Sr. Account Manager

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 11, 2011

Re: "Sole Source Declaration" - Motorola Solutions, Inc.

Hidalgo County currently posses Motorola portable radios. As part of a remedy to improve and resolve a shortage of communication equipment as found and reported after a routine assessment conducted of the Emergency Operations Communications system, a grant award through the 2009 SHSP (State Homeland Security Program) currently offers funding to purchase such equipment.

In order to get the best value and utilize the funding available to its maximum potential, the option to purchase demonstration "demo" Motorola APX7000 radios is a very suitable and acceptable solution. As Motorola Solutions, Inc. does not make "demo" radios available to any cooperative, state to private sector re-sellers.

Therefore, Motorola Solutions, Inc. is the only source for the purchase of demonstration "demo" portable radios required by Hidalgo County.

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

AI-28959 **22. C. 1.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Work Authorization No. 5 (with an estimated cost of $7,846.23) as submitted by project engineer, Javier Hinojosa Engineering for engineering services for "Onsite Drainage Improvements for La Suena Subdivision" within Hidalgo County Pct. No. 3 through Contract #C-11-166-06-14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-123-397-0-733

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

BUDGETARY IMPACT:

Available funds pending approval of transfer. Refer to AI - 29003 (10/11/11 CC).

Attachments

WA #5

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/05/2011 11:51 AM
Budget & Management	Merlen P. Munoz	10/05/2011 03:00 PM
Perla Lopez	Perla Lopez	10/05/2011 04:55 PM
Auditor's Office	Arcilia Duran	10/06/2011 04:11 PM

Form Started By: Rocio Villarreal Started On: 10/05/2011 10:02 AM

Final Approval Date: 10/06/2011

HIDALGO COUNTY

Professional Engineering Services
Contract # C-11-166-06-14
Work Authorization Form

WORK AUTHORIZATION NO. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN**, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering services required for the preparation of construction plans for the onsite drainage improvements for La Sueña Subdivision.**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$7,846.23.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "C".**

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 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. **5** shall be funded through funding source:
Account No. 1-320-431-40-423-3272-733
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. 3 Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. 5.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.3:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on Oct. 11, 2011 as indicated below and effective as of 11th day of October, 2011.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

By: Javier Hinojosa, P.E., Owner

THE OWNER:
HIDALGO COUNTY

By: Ramon Garcia, County Judge or Presiding Officer

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Cost Proposal

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project** (as defined and more particularly identified in **EXHIBIT "A"** attached to this Agreement).

General

The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 8 of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule prepared in accordance with **EXHIBIT "A"** attached to this Agreement.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer.**

EXHIBIT "B"

Services to be provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The ENGINEER will evaluate and design the Paving Improvements as follows:

- Review existing conditions to develop the design criteria;
- Conduct field surveys to obtain information on existing conditions and topography on proposed roadways;
- Identify alignments and right of ways of proposed roadways;
- Develop typical cross sections for proposed roadways;
- Prepare plans and specifications for the improvements;
- Assist in bidding of the improvements;
- Provide construction staking and periodic inspection services during the construction phase of the improvements.

EXHIBIT "C"
Preliminary Cost Estimate
Hidalgo County Precinct No. 3 Drainage Improvements
La Sueña Subdivision
Onsite Drainage Improvements
Prepared By: Javier Hinojosa Engineering
September 26, 2011

La Sueña Subdivision Drainage Improvements

A. Onsite Drainage Improvements

1. 15" RCP	191	LF	@	$24.00	=	$4,584.00
2. 18" RCP	327	LF	@	$25.00	=	$8,175.00
3. 24" RCP	984	LF	@	$31.50	=	$30,996.00
4. 36" RCP	40	LF	@	$45.00	=	$1,800.00
5. Trench Protection	1,542	LF	@	$0.50	=	$771.00
6. Grate Inlet	6	EA	@	$2,900.00	=	$17,400.00
7. 5' Dia. Manhole	4	EA	@	$2,750.00	=	$11,000.00
					=	
	Subtotal				:	**$74,726.00**
	Engineering Design Fee				:	**$7,846.23**
	Contingency (10%)				:	**$7,472.60**
	Total				:	**$90,044.83**

AI-28974 **22. C. 2.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute a Professional Engineer Service contract with Hinojosa Engineering, Inc., for "building/Structures Needing Repairs and/or Renovations located in the Precinct No. 3 Area-On a as Needed Basis", as approved by CC for negotiations on CC 6/21/11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011-2012 **ACCT. #:**

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

BUDGETARY IMPACT:

Services are on an As Needed Basis and funds will be identified and appropriated per project.

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/06/2011 01:43 PM
Budget & Management	Merlen P. Munoz	10/06/2011 01:55 PM
Perla Lopez	Perla Lopez	10/07/2011 08:03 AM
Auditor's Office	Arcilia Duran	10/07/2011 11:08 AM
Purchasing Department	Marty Salazar	10/07/2011 11:36 AM

Form Started By: Rocio Villarreal Started On: 10/05/2011 11:57 AM

Final Approval Date: 10/07/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-11-190-10-11

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and Hinojosa Engineering, Inc., Professional Engineers of **Mission, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services related to **"Building/Structures Needing Repairs and/or Renovations located in the Precinct No. 3-On A As Needed Basis"** hereinafter referred to as the **"Project"**.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"**- *Services to Provided by the Engineer*, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

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 will terminate on October 12, 2012 (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this

Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure

and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as

specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services.*** Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor

rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and

the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 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 Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise

shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement

and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the

Project are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E,** if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project,** nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner,** it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must

change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from

error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from 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** **Attn: County Judge** **100 E. Cano, 2nd Floor** **Edinburg, Texas 78539**	**ENGINEER:**	**Hinojosa Engineering, Inc.** **Attn: Ricardo Hinojosa, P.E.-President** **108 W. 18th Street** **Mission, Texas 78572**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2011.

ENGINEER:
HINOJOSA ENGINEERING, Inc.

BY: _____
Ricardo Hinojsoa, P.E.-President

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court:

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT “A”

SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

EXHIBIT A

SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

GENERAL
The Owner will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(2) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agree-upon work schedule prepared in accordance with **EXHIBIT "B"** attached to this Agreement.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer.**

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

EXHIBIT B

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT
(Description of Services)

Building/Structures Needing Repairs and/or Renovations located in the Precinct No. 3-On An As Needed Basis"

A. Preliminary Phase:

1. Attend preliminary conferences with the Owner regarding the project.

2. Review the necessary geotechnical investigation and testing necessary to develop the project design. Geotechnical Investigation to be provided by Owner.

3. Provide the Owner 5 copies of the preliminary report, including preliminary layouts, sketches, profiles and cost estimates.

B. Design Phase:

1. Perform any additional engineering services necessary to collect information required in the design of the Project.
2. Prepare detailed contract drawings and specifications for construction authorized by the Owner. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy.
3. Prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The Engineer shall not be required to guarantee the accuracy of those estimates.
4. Furnish the Owner all necessary copies of approved plans, specifications, notices to bidders, and proposals. All sets of plans in excess of 5 are to be paid for separately.

5. Assist the owner in the advertisement of the Project for bids.

6. Assist the Owner in the opening and tabulation of bids for construction on the project, and recommend to the Owner as to the proper action on all proposals received.

7. Assist in the preparation of formal contract documents for the award of contracts.

8. Prepare and assist owner in preparing any reports, plans, documentation, studies or other material of any nature whatsoever, which Owner may need or be required to submit to any federal, state or local authority in order to comply with any federal, state or local statute, order, regulation, ordinance or guideline..

C. Construction Phase:

1. The Engineer shall consult and advice Owner and act as Owner's representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of Engineer as assigned in the General Conditions of the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing.

2. The Engineer shall provide administration construction (as distinguished from the inspection of a resident engineer continuously at the site of the project), including visits of the Engineer or a competent representative of the Engineer to the site of construction at least three times each week. In the administration of the Project, the Engineer will use his best efforts to protect the Owner against defects and deficiencies in the Work of contractors, but he does not guarantee the performance of their contracts; however, he will promptly notify Owner of any such defect and take all steps possible to require Contractor to correct the deficiency.

4. Consult and advise with the Owner during construction.

5. Furnish the services of a resident Engineer and inspectors if Owner requests Engineer to do so, for continuous on-the-site inspection of construction, at Owner's expense.

6. Submit a written monthly report to the Owner which outlines the progress in a form and manner satisfactory to Owner.

7. Check shop or working drawing furnished by contractors.

8. Review all laboratory, shop and mill tests of materials and equipment for compliance with specifications.

9. Prepare monthly and final estimates for payments to contractors, and furnish to the Owner any necessary certifications as to payments to contractors and suppliers. Ten percent retainage is to be withheld from all payments on construction contracts until final acceptance by Owner.

10. Prepare, explain and submit proposed contract change orders when applicable.

11. Supervise initial operation of the Project, following the completion of construction and supervised the necessary performance tests required by specifications.

12. Perform, in company with the Owner's representatives, a final inspection of the Project.

11. Revise contract drawings to show the work as actually constructed and furnish the Owner with 5 sets of prints.

EXHIBIT “C”

WORK SCHEDULE

EXHIBIT C

WORK SCHEDULE

Project – Building/Structures Needing Repairs and/or Renovations located in the Precinct No. 3-On An As Needed Basis"

Client - Hidalgo County

Project # - 11-188

Task	Estimate Schedule
1. Master Plan Study Phase	As per work Authorization
2. 30% of Construction Plans Issued	
3. 75% of Construction Plans Issued	
4. 95% of Construction Plans Issued	
5. County Staff Review Comments Due	
6. 100% of Construction Plan Issued	
7. Advertisement for Bid	
8. Bid Closed	
9. Review Bids and present to County Commission	
10. Pre Construction Meeting	
11. Construction Phase	To be established by Owner

EXHIBIT “D”

ENGINEER’S RATES

EXHIBIT D

ENGINEER'S RATES

Engineer and Surveyors Contract Rates

1. Principal	-	$125.00/Hr.
2. Engineer	-	$75.00/Hr.
3. Engineer Technician	-	$60.00/Hr.
4. CADD Technician	-	$45.00/Hr.
5. R.L.P.S.	-	$85.00/Hr.
6. Survey Crew	-	$75.00/Hr.
7. GPS Survey Crew	-	$88.00/Hr.
8. Clerical	-	$35.00/Hr.

EXHIBIT “E”

WORK AUTHORIZATION

EXHIBIT E

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.__ shall be funded through funding source:
Account No. _-_ _ _-_ _-_ _-_ _ _-_ _ _-_ _-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No.___
Commissioner_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)___ as indicated below and effective as of _____ day of _____, 2011.

THE ENGINEER:
(INSERT NAME OF COMPANY)

_____
By:_(TYPE NAME)_____

THE OWNER:
HIDALGO COUNTY

_____
County Judge or Presiding Officer

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT F

SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Millennium Engineer Group, Inc.**, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ _____ **2009** concerning Laboratory for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT “G”

CERTIFICATE OF INSURANCE

EXHIBIT G
CERTIFICATE OF INSURANCE

EXHIBIT "G"
Certificate of Insurance Form – Hidalgo County

Hidalgo County
CERTIFICATE OF INSURANCE

NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

The named Engineer, Consultant or Contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: Hidalgo County as an Additional Insured for coverages 3 and 4, and a Waiver of Subrogation in favor of the Hidalgo County under coverages 2, 3 and 4. Only certificates of insurance published by Hidalgo County are acceptable as proof of insurance; commercial carriers' certificates are unacceptable.

SECTION I IDENTIFICATION DATA

1.1 Insured Name (of Engineer, Consultant or Contractor) Hinojosa Engineering, Inc.

1.2 Street/Mailing Address 108 W. 18th Street

1.3 City	1.4 State	1.5 Zip
Mission	Texas	78572

1.6 Phone Number
Area Code (956) 581-0143

SECTION II TYPE OF INSURANCE

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
2. *WORKERS' COMPENSATION*				
	2.1 SBP0001220174	2.2 01/26/11	2.3 01/26/12	Statutory Texas
Endorsed with a Waiver of Subrogation in favor of Hidalgo County				
3. *COMMERCIAL GENERAL LIABILITY*				
Bodily Injury/Property Damage	3.1 60433-22-20	3.2 02/15/11	3.3 02/15/12	$1,000,000 combined single limit each occurrence and in the aggregate
Endorsed with Hidalgo County as an Additional Insured and endorsed with a Waiver of Subrogation in favor of Hidalgo County.				
4. *TEXAS BUSINESS AUTOMOBILE POLICY*				
A. Bodily Injury	4.1 07599-48-62	4.2 01/31/11	4.3 01/31/12	$250,000 ea. Person
				$500,000 ea. Occurrence
B. Property Damage	4.4	4.5	4.6	$100,000 ea. Occurrence
Endorsed with Hidalgo County as an Additional Insured and endorsed with a Waiver of Subrogation in favor of Hidalgo County.				
5. *PROFESSIONAL LIABILITY*				
	5.1 E0-00000-3057-07	5.2 02/15/11	5.3 02/15/12	$1,000,000 combined single limit each occurrence and in the aggregate

SECTION III CERTIFICATION

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the Engineer, Consultant or Contractor and Hidalgo County .

THIS IS TO CERTIFY to Hidalgo County that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance Company			7.1 Name of Authorized Agent		
Davis Insurance Agency			Wm. Carl Davis		
6.2 Company Address			7.2 Agent's Address		
2030 E. Griffin Parkway			2030 E. Griffin Parkway		
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip
Mission	Texas	78572	Mission	Texas	78572
7.6 Authorized Agent's Phone No.			Original Signature of Authorized Agent		
Area Code (956) 581-9838			Wm Carl Davis	3/10/11	
				Date	

Hidalgo County
Certificate of Insurance Requirements

Only the Hidalgo County Certificate of Insurance (COI) forms are acceptable as proof of insurance.

The named insured on the COI and the name of the Engineer, Consultant, or Contractor, as it appears on the Agreement for Professional Services, must be the same.

The signature of the agent must be original in ink; stamped/typed/printed signatures are unacceptable.

WORKER'S COMPESATION

The following requirements apply to *WORKER'S COMPENSATION* coverage:

- If the Engineer, Consultant, or Contractor has *any* employees, in addition to himself/herself, then the Engineer, Consultant, or Contractor is required to have workers' compensation insurance.
- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.
- Relatives of the Engineer, Consultant or Contractor (spouse, sons, daughters) must be covered by workers' compensation insurance.

GROUP HEALTH insurance may not be substituted for *WORKERS' COMPENSATION* insurance.

COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL & PROFESSIONAL LIABILITY insurance is usually sold in only Combined Single Limit coverage. In the event the coverages are specified separately, they must be *at least* these amounts:

Bodily Injury	-	$750,000 each occurrence
Property Damage	-	$250,000 each occurrence $1,000,000 aggregate

Note: This coverage was previously known as Comprehensive General Liability insurance. Some older policies may still carry this identification. This is acceptable.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is not an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

AI-29030 **22. D. 1.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting Acceptance and Approval of a B101-2007 (Standard Form of Agreement between Owner & Architect) and AIA 201-2007 (General Conditions of the Contract for Construction) with DANNENBAUM ENGINEERING COMPANY in connection with "Building Repairs/Renovations, Additions and/or Alterations to the HIDALGO COUNTY RESTITUTION CENTER located at 1124 "M" Road, Edinburg, Texas within Hidalgo County Precinct No. 4" in connection to contract #C-11-097-05-10, as ranked and selected by CC for an "on call basis" including release of processed purchase order # _____
$ 121,914.00

BACKGROUND

AIA Agreeemnt consisting of B101-2007 (Standard Form of Agreement between Owner & Architect) and AIA 201-2007 (General Conditions of the Contract for Construction)

Attachments

AIA Agreement-DEC (Restitution Center)

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	10/07/2011 04:50 PM

Form Started By: Letty Saenz Started On: 10/06/2011 05:28 PM

Final Approval Date: 10/07/2011

DRAFT

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the **11th** day of **October** in the year **2011**
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539
(956)289-7850

and the Architect:
(Name, legal status, address and other information)

Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208
McAllen, Texas 78504
(956) 682-3677

for the following Project:
(Name, location and detailed description)

Building Repairs/Renovations, Additions and/or Alterations to the Hidalgo County Restitution Center located at 1124 "M" Road, Edinburg, Texas within Hidalgo County Precinct No. 4"

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (1701393010)

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10 MISCELLANEOUS PROVISIONS

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12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

«To be determined at a later date by mutual agreement

.2 Substantial Completion date:

«To be determined at a later date by mutual agreement

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate adjustments in schedule, compensation and Changes is Work in accordance with Section 3.6.5 and 4 .

§ 1.4 This is a non-exclusive Contract. Owner is not precluded from retaining the service of other architects for projects within Precinct No.4. The purpose of the Architect's services shall include, but not be limited to, projects involving remodeling, alterations and repairs.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 DELETED.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, "The Architect's Designated Representative is: "(Steven L. McGarraugh, AIA)"

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4.1 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluation of the Work.

§ 2.4.2 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the *requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall* reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

« $1,000,000 (See the attached Insurance Certificate) »

.2 Automobile Liability

« $1,000,000 (See the attached Insurance Certificate)»

.3 Workers' Compensation

« $1,000,000 (See the attached Insurance Certificate)»

.4 Professional Liability

«$2,000,00 / $4,000,000 (See the attached Insurance Certificate)»

§ 2.6 **ADDITIONAL BASIC SERVICES PROVIDED BY ARCHITECT**

§ 2.6.1 To the extent any existing facilities are present at the location of the Project, the Architect shall provide a review of such existing facilities, and shall make recommendations to Owner regarding the modification of such facilities which are necessary to complete the Project and to bring the existing facilities into compliance with applicable laws, codes, regulations and ordinances.

§ 2.6.2 The Architect shall be responsible for coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to any contractors, subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.

§ 2.6.3 The Architect shall assist the Owner in preparing any Project schedules or timelines and in monitoring the progress of Owner, Architect, and any consultants, contractors, subcontractors or other parties which may be responsible for completing the tasks designated in such schedules or timelines. Architect shall make recommendations to Owner regarding changes and updates in schedules or timelines, as well as any action required by Owner as result of any failure or any person to comply with schedules or timelines.

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ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluations of the Work."

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 In addition to the responsibilities and basic services indentified in Articles 2 and 3 respectively, the following services shall be the responsibility of the Architect without additional compensation:

§ 3.1.7.1 Schedule Development and Monitoring;
§ 3.1.7.2 Programming (in coordination with Owner);
§ 3.1.7.3 Civil Design;
§ 3.1.7.4 Landscape Design;
§ 3.1.7.5 On-Site Project Representation;
§ 3.1.7.6 Record Drawings (in coordination with Contractor);
§ 3.1.7.7 Structural Design;
§ 3.1.7.8 MEP Design;
§ 3.1.7.9 Architect (in coordination with Owner).

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review and comply with laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner approved by the Owner in writing regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 At the award of construction contract, the Architect shall incorporate all addenda, bid clarifications, changes accepted, alternatives and open alternatives into a "For Construction" set of drawings at the Owner's request.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 If requested by the Owner participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's written approval thereof.

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§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction as modified by Owner and attached hereto as Exhibit "B". Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 3.6.1.2 The Architect shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the period of correction for the Work as described in the Contract for Construction.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Architect shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

§ 3.6.2.1.1 The Architect will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and contractor of any observed deficiencies. Furthermore, job site meetings shall be held monthly with weekly reports provided by the Architect. In the event there are additional meetings at the Owner's request the Architect shall be entitled to charge the hourly rate for Architectural services set forth on the attached exhibit "D". Attendees will include the Owner, the General Contractor's Project Manager, the General Contractor's Project Superintendent and the Architect. Said meetings will begin at the time of Construction commencement and shall cease after substantial completion of the Work

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing with 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such

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authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.4.1 DELETED.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007 as modified by Owner and attached hereto as Exhibit "B ", the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

§ 3.6.2.7 The Architect and the Owner and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate of Payment shall not be a representation that the Architect has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, as defined in Section 9.1 of the AIA A201-2007 attached hereto as Exhibit "B" and incorporated herein for all purposes.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's

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review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified in accordance with Article 4. Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in Article 11 and at no additional cost to the Owner.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to make appropriate recommendations to the Owner.

§ 3.6.6.6 The Architect shall be responsible for a complete reevaluation of the Project during the eleventh (11^{th}) month after Substantial Completion. Such services shall be furnished without additional charge except for travel and subsistence costs. Furthermore, the Architect shall report all deficiencies observed during said evaluation and shall be responsible for monitoring the correction of said deficiencies.

§ 3.6.6.7 **Warranty Phase-** The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of complete corrections. The one-year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The obligation under this paragraph 3.6.6.7 shall survive the acceptance of the Work under the Construction Contract.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming	Owner	Has been provided by Owner
§ 4.1.2	Multiple preliminary designs	Architect	4.2
§ 4.1.3	Measured drawings	Not Included	N/A
§ 4.1.4	Existing facilities surveys	Not Included	N/A
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Included	N/A
§ 4.1.6	Building information modeling	Not Included	N/A
§ 4.1.7	Civil engineering	Architect	4.2
§ 4.1.8	Landscape design	Architect	4.2
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Included	N/A
§ 4.1.10	Value Analysis (B204™–2007)	Not Included	N/A
§ 4.1.11	Detailed cost estimating	Architect	4.2
§ 4.1.12	On-site project representation	Architect	4.2
§ 4.1.13	Conformed construction documents	Not Included	N/A
§ 4.1.14	As-Designed Record drawings	Architect	4.2
§ 4.1.15	As-Constructed Record drawings	Architect	4.2
§ 4.1.16	Post occupancy evaluation	Not Included	N/A

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§ 4.1.17	Facility Support Services (B210™–2007)	Not Included	N/A
§ 4.1.18	Tenant-related services	Not Included	N/A
§ 4.1.19	Coordination of Owner's consultants	Not Included	N/A
§ 4.1.20	Telecommunications/data design	Not Included	N/A
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Included	N/A
§ 4.1.22	Commissioning (B211™–2007)	Not Included	N/A
§ 4.1.23	Extensive environmentally responsible design	Not Included	N/A
§ 4.1.24	LEED® Certification (B214™–2007)	Not Included	N/A
§ 4.1.25	Fast-track design services	Not Included	N/A
§ 4.1.26	Historic Preservation (B205™–2007)	Not Included	N/A
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Included	N/A

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations; as defined in Section 1.1.7 of the AIA A201 – 2007 as modified by Owner attached hereto as Exhibit "B "and incorporated herein for all purposes.

.4 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.7 Preparation for, and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding, except: (1) where the Architect is a party thereto and (2) or special meetings of the Commissioners Court in which the subject Project is a topic or discussion.

.8 Consultation concerning replacement of Work resulting from fire or other cause during construction;

§ 4.3.2 DELETED.

§ 4.3.3 DELETED.

§ 4.3.4 DELETED.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the

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Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect the Architect's obligations hereunder, nor shall such failure relieve the Architect from any liability for failure to discover and correct any such fault, defect, error, omission or inconsistency.

§ 5.10 Except as otherwise provided in this Agreement, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 **Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.** § 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly or at Owner's election, the Architect shall assist Owner at no expense to Owner, in revising the Project to meet Owner's budget requirements.

§ 6.4 DELETED

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at no additional fee to Owner make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect of this Project. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and the Architect may not use the drawings and specifications therefore for any purpose not related to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the Work or any earlier termination of this Agreement, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one complete set of reproducible record prints. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including, but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for purposes of completing, using and maintaining the Project.

§ 7.3.1 DELETED.

§ 7.4 DELETED.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 DELETED.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, if agreed to by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. However, nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters in questions between the parties.

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§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLES 8.2.4. – 8.3.4.3 **DELETED.**

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due

§ 9.7 DELETED.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction as modified by Owner and attached hereto as Exhibit "B".

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

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§ 10.6 DELETED.

§ 10.7 **The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials if any for the Project.** ~~§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.~~

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 *For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)*

The Agreement amount of One Hundred Twenty One Thousand Nine Hundred Fourteen Dollars ($ 121,914.00)

§ 11.2 For additional services specified in **Se**ction 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation will be based on the contract rate schedule included as part of Exhibit "D"

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation will be based on the contract rate schedule included as part of Exhibit "D"

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «ten percent » (10%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase/Contract Admin.	Eighteen	percent (	18	%)
Project Close-Out/Warranty Phase	Two	percent (	2	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the

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lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« See Exhibit "D"»

Employee or Category	Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES
§ 11.8.1 Reimbursable Expenses are in addition to compensation for the Architect's Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets with prior written approval from Owner;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project excluding five (5) copies of all Instruments of Service to be furnished to Owner;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery of Instruments of Service;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
~~.10 Site office expenses; and~~
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «.1 times» of the expenses incurred. (See Exhibit "D")

§ 11.10 PAYMENTS TO THE ARCHITECT
§ 11.10.1 An initial payment of «zero» ($ «0») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice to the Commissioners' Court of the Owner. Amounts unpaid «thirty » («30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)
«zero percent» «0 %»
§ 11.10.3 DELETED

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement between Owner and Architect

.2 AIA Document A201™–2007, General Conditions of the Contract for Construction attached hereto as Exhibit "B".

.3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A - Article 14 and 15, Additional Supplemental Conditions to the AIA Document B 101-2007
Exhibit B - 201 Terms and Conditions (as set forth in 13.2.2 above)
Exhibit C – Insurance Certificate
Exhibit D – Rate Schedule

This Agreement entered into as of the day and year first written above.

OWNER	DANNENBAUM ENGINEERING COMPANY – MCALLEN, LLC
(Signature)	*(Signature)*
Ramon Garcia, County Judge	«Louis H. Jones, P.E.
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM:	ATTEST:
Atlas & Hall, LLP	
By:	
(Signature)	*(Signature)*
Stephen L. Crain	Arturo Guajardo Jr., County Clerk
(Printed name and title)	*(Printed name and title)*

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DRAFT

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

For the following PROJECT:
(Name and location or address)
Building Repairs/Renovations, Additions and/or Alterations to the Hidalgo County Restitution Center located at 1124 "M" Road, Edinburg, Texas within Hidalgo County Precinct No. 4"

THE OWNER:
(Name, legal status and address)
County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539

THE ARCHITECT:
(Name, legal status and address)
Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

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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.

§ 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.

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§ 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 **DELETED**.

§ 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 Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be

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shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. . Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If the Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

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§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge System (NPDS) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to 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

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Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 **DELETED**.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as 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

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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 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

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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.

§ 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.

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§ 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 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.

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§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or 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

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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 manager.

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ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the

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Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 **DELETED.**

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a

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portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 **Liquidated Damages**: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3.1 of the Modified AIA document A101 – 2007 Edition per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of

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any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an office of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion within the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor. .

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 DELETED.

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§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if

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any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project, as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the

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Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

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§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of Ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	**Minimum Amounts and Limits**

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Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit

Commercial General Liability

Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 **Umbrella Excess Liability Insurance**

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11.

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The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article 11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the

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Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

§ 11.3.3 LOSS OF USE INSURANCE
DELETED.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of

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insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner's representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

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§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

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§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner's personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

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§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of zero percent (0%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents. .

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents**.**

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required

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adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make

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payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subparagraph 3.1.1 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

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HIDALGO COUNTY
ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE
AIA DOCUMENT B 101 – 2007

Standard Form of Agreement between Owner and Architect

ARTICLE 14

14.1 Requests for Payment. On of before noon of the first Monday of each month during the performance of the services, Architect shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Services rendered, a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the Owner's governing body meets approving such payment, the Owner shall make payment to Architect in the amount approved as aforesaid subject to Section 3.3, below.

14.2 Final Payment. After final completion of the work and acceptance thereof by Owner, Architect shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Architect and upon approval thereof by Owner, Owner shall pay to Architect the amount due ("Final Payment") under such Final Request in accordance with the provisions of 3.1.

The Final Request for Payment shall not be made until Architect delivers to Owner an affidavit that so far as Architect has knowledge or information all materials and services over which Architect has control have been paid.

14.3 Qualifications on Obligations to Pay. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 14 hereof or Final Payment) to Architect hereunder if any one or more of the following conditions precedent exist:

(1) Architect is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;

(2) Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;

(3) Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has made payment to Architect;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Services.

14.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Services to which such partial payment relates or relieves Architect of any of its obligations hereunder with respect thereto.

14.5 Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

14.6 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the Owner except those arising from (1) faulty or defective Services appearing after completion of the Work, (2) failure of the Services to comply with the requirements of this Agreement or the Contract documents or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Architect except those previously made in writing and identified by the Architect as unsettled at the time of the Final Request for Payment.

14.7 In the event of a conflict between the provisions of this Article 14, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 14 shall control.

ARTICLE 15 – OTHER CONDITIONS OR SERVICES

15.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's experience and abilities with respect to performing the Services. The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Architect covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with the Owner's requirements and procedures, in accordance with the American Institute of Architects' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Architect shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. Architect represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

15.2 The Architect represents, covenants and agrees that all of the Services to be furnished by the Architect under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among architects of similar experience, knowledge, skill and ability engaged in architectural practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

15.3 The Architect represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Architect envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Architect having such special skills could anticipate may arise from the proper use of the Project after accepted by the Owner; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by the Owner; and, it recognizes that any management, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

15.4 Architect represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. Architect additionally represents, covenants and agrees to the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the Drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of Architect's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and the construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use. The Architect's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Drawings and Specifications nor shall the Architect be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Architect's skill and knowledge in preparing the Drawings and Specifications. Notwithstanding the immediately preceding sentence, Architect may rely on any documents or information forwarded by Owner pursuant to Article 2 hereof.

15.5 The Architect represents, covenants and agrees that the person directly in charge of the professional architectural work is duly registered under Tex. Rev. Civ. Stat. Ann., art. 249(a), as amended.

15.6 Indemnification. To the fullest extent permitted by applicable law, the Architect and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners Court, elected officials, employees and agents (collectively "Indemnitees")

from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of the Services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Architect shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

15.7 Joint and Several Liability. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 4.6 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which Owner or any of the Indemnitees has by law.

15.8 Notwithstanding any provisions herein to the contrary, it is agreed that if the Architect's final written estimate of construction cost is less than the low bona fide bid for construction and such low bid is not accepted by the Owner, the Architect, at his expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to Owner.

15.9 The Owner agrees to give the Architect the latitude to make the required changes to plans and specifications to achieve the required reduction in construction cost; however, the Architect shall consult with the Owner on all necessary changes.

15.10 Architect covenants with Owner to obtain separate bids and/or contracts for the following phases of the construction of the Project:

.1 General Construction;

15.11 The final written estimate of construction cost will be reviewed and approved by the governing body of Owner prior to authorizing the Architect to issue plans and specifications for bidding.

15.12 Architect agrees to maintain a General and Professional Liability Insurance Policy to cover the liability of Architect connected with the performance of the services or any service covered by this Agreement in an amount equal to or exceeding the value of the Project, unless specifically agreed to by the Owner in a separate written agreement. Any such policy must either be for any occurrence as a result of that performance or, if limited to claims made, include at least a five (5) year extended reporting period. Architect agrees

to furnish Owner Certificates of Insurance showing the said Policy to be fully paid, in full force and effect, and not subject to modification or change for the period specified in this Agreement.

15.13 Time Extensions for Unusually Severe Weather. This provision specifies the procedures for the determination of time extensions for unusually severe weather. The listing below defines the monthly anticipated adverse weather for the Contract period and is based on National Oceanic and Atmospheric Administration data for the geographical location of the Project:

Monthly Anticipated Adverse Weather Calendar Days												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2	2	1	2	3	4	3	3	5	3	2	2	32

(1) **Determination.** The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgment of the notice to proceed and continuing throughout the Contract on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated adverse weather tabulated above. The term actual adverse weather days shall include days impacted by actual adverse weather days.

(2) The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated above have been incurred, the Owner will examine any subsequently occurring adverse weather days to determine whether the Contractor is entitled to a time extension. These subsequently occurring adverse weather days must prevent work for 50 percent or more of the Contractor's work day and delay work critical to the timely completion of the Project. The Owner will convert any delays to meeting the above requirements to calendar days and issue a Change Order in accordance with theses Standard General Conditions

(3) The Contractor's schedule must reflect the above anticipated adverse weather delays on all weather dependent activities.

15.14 In the event of a conflict between the provisions of this Article 15, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 15 shall control.

OP ID: CM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/11

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 Barmore Insurance Agency, Inc. P.O. Box 34796 Houston, TX 77234-4796 Mike Barmore, CIC, CPA 713-209-2800 713-209-2899	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: DANNE-1
INSURED Dannenbaum Engineering Corp., see comments for full name ins ETAL P O Box 22292 Houston, TX 77027	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty — 20443 INSURER B : Valley Forge Insurance Co — 20508 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			2053853648 CONTRACTUAL LIAB INCLUDED	06/01/11	06/01/12	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 $ 700,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			C 1015348305	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $			2053853049	06/01/11	06/01/12	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 1 22022126	06/01/11	06/01/12	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
A	Professional Liab Ded $200,000			AEH 25 405 50 21 CLAIMS MADE: RET DT4/1/03	04/01/11	04/01/12	Per Claim Aggregate	2,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Building Repairs and/or Additions, Renovations,and Alterations to the Hidalgo County Elections Warehouse Located at 317 North Closner,Edinburg, Texas Within Hidalgo County Precinct No. 4
DEC Project No. 4525-02

CERTIFICATE HOLDER

HIDALGO

Hidalgo County
3100 S Business Hwy 281 #D
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

JM Barmore

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FULL NAMED INSURED: Dannenbaum Engineering Corporation; Office Properties,Inc., Civil Engineering Corporation, A Dannenbaum Engineering Company; Dannenbaum Engineering Corp/Klotz Associates,Inc., A Joint Venture;Dannenbaum Environmental Corporation; Engineering Holding Corporation;Dannenbaum Engineering Company-Houston,LLC; Dannenbaum Engineering Company-Austin,LLC; Dannenbaum Engineering Company-Dallas,LLC; Dannenbaum Engineering Company-Fort Worth,LLC; Dannenbaum Engineering Company-McAllen,LLC.;Dannenbaum Engineering Company-Laredo,LLC; Grand Parkway Consultants,LLC;Dannenbaum/Gerwick Joint Venture; Dannenbaum, Dodson & ECS ,Joint Venture;Dannenbaum Engineering Company-El Paso,LLC; Rio Grande Valley Drainage Consultants (RGVDC) Joint Venturers

The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto and Workers' Compensation policy includes a Blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability is primary and non-contributory to other insurance when required by written contract.

Workers Compensation includes coverage for executive officers.

30-Day Notice of Cancellation is provided per the policy terms and conditions.

EXHIBIT "D"

Contract Rate Schedule

Dannenbaum Engineering Company - McAllen, LLC

LABOR:

Job Description	Contract Rate** 2009	Contract Rate** 2010	Contract Rate** 2011	Contract Rate** 2012
Architectural				
Principal	$369.99	$388.49	$407.92	$428.32
Project Manager (VII)	$236.11	$247.92	$260.31	$273.33
Architect	$189.42	$198.89	$208.84	$219.28
CADD Operator (I) / (II)	$92.79	$97.42	$102.30	$107.41
Secretary	$83.60	$87.78	$92.17	$96.77
Surveying				
Reg. Public Land Surveyor	$184.74	$193.98	$203.68	$213.86
Project Supervisor SIT	$154.05	$161.75	$169.84	$178.33
Survey Technician	$120.61	$126.64	$132.97	$139.62
Abstractor	$96.36	$101.18	$106.24	$111.55
2-man Survey Crew	$158.90	$166.84	$175.18	$183.94
3-man Survey Crew	$190.80	$200.34	$210.36	$220.88
4-man Survey Crew	$235.47	$247.25	$259.61	$272.59
Construction Representative	$96.36	$101.18	$106.24	$111.55
Construction Manager	$160.17	$168.18	$176.59	$185.42

NON-LABOR:***

Mileage	****
Car Rental	****
Lodging (in state)	****
Meals	****
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equipment	$475/day
Copies (8 1/2 x 11)	$.15/ea
Bond Plots	$0.90/sq.ft.
Color Plots	$1.90/sq.ft.
Mylar Plots	$1.90/sq.ft.

***These are the aniticpated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation at the rates authorized by the Owner.

September 28, 2011

Leticia H. Saenz, CPPB
Contracts Manager
Hidalgo County Purchasing Department'
2812 Business Highway 281
Edinburg, Texas 78539

RE: ***Building Repairs and/or Additions, Renovations and Alterations to the Hidalgo County Restitution Center Located at 1124 "M" Road, Edinburg, Texas, within Hidalgo County Precinct No. 4***

Subject: ***Best and Final Offer (BFO)***

Dear Ms. Saenz,

It has been requested that Dannenbaum present best and final fees for ***"Building Repairs and/or Additions, Renovations and Alterations to the Hidalgo County Restitution Center"*** as referenced above. We are pleased to offer the following fees as our Best and Final Offer:

EXHIBIT D- FEE BUDGET ESTIMATE PROPOSED BY DANNENBAUM ENGINEERING CO.	
Design Phase Services	**$ 89,400.00**
Construction Phase Services	**$ 29,800.00**
Subtotal (Arch./Eng Fees)	**$ 119,200.00**
Additional Services/Direct Costs TAS, Survey Data, Copies	**$ 6,441.00**
Subtotal (Engineering Fees)	**$ 6,441.00**
GRAND TOTAL	**$ 125,641.00**

BEST and FINAL OFFER (BAFO) FOR PROPOSED COST ESTIMATE --BY DANNENBAUM ENGINEERING CO.	
Design Phase Services	**$ 86,604.25**
Construction Phase Services	**$ 28,868.75**
Subtotal (Arch./Eng Fees)	**$ 115,473.00**
Additional Services/Direct Costs TAS, Survey Data, Copies	**$ 6,441.00**
Subtotal (Engineering Fees)	**$ 6,441.00**
GRAND TOTAL	**$ 121,914.00**

We look forward to working with you to complete our contract negotiations and respectfully wish to thank Hidalgo County for the opportunity to be of service.

Sincerely,

Louis H. Jones Jr., P.E.
President

Attachments:
Exhibit "D" Contract Rate Schedule
Exhibit "D" Fee Budget Estimate

cc: Richard D. Seitz, P.E.

Dannenbaum Engineering Company - McAllen, LLC
Client: Hidalgo County Precinct 4
Project Name: Hidalgo County Pct 4 - Renovations and Additions to New Restitution Center
Project Number: 4525-04

EXHIBIT "D"
FEE BUDGET ESTIMATE
BASIC SERVICES - ARCHITECTURE AND ENGINEERING
HIDALGO COUNTY PRECINCT 4 - RENOVATIONS AND ADDITIONS TO RESTITUTION CENTER
PRELIMINARY DESIGN / FINAL DESIGN / CPS

Prepared by: _____
Reviewed by: _____
Checked by: _____

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE QNTY	UNIT	MANHOURS PER TASK BY CLASSIFICATION: PRINCIPAL (VIII) $407.91	PROJECT MANAGER (VII) $260.31	SENIOR ENGR (V) $241.32	PROJ ENG (III) (IV) $212.05	ARCHITECT (VII) $208.84	ENGINEER (I) (II) $205.08	SR. ENG DGNR (III) $169.91	ENG DGNR (I)(II) $145.63	CADD OPER (I) (II) $102.30	SECTY $92.17	CONST MANANGER $176.59	CONST REP $106.24	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	PRELIMINARY DESIGN																
4200	**PROJECT MEETINGS AND COORDINATION**																
	INITIAL PROJECT MEETINGS AND COORDINATION							8								8	$1,670.72
	SUBTOTAL			0	0	0	0	8	0	0	0	0	0	0	0	8	$ 1,670.72
				$0.00	$0.00	$0.00	$0.00	$1,670.72	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
4210	**DATA GATHERING / DESIGN CRITIERIA**																
	COLLECT AND REVIEW COUNTY DATA/ SITE CONDITIONS							8								8	$1,670.72
	SITE VISITS WITH CLIENT REPRESENTATIVES							2								2	$417.68
	SUBTOTAL			0	0	0	0	10	0	0	0	0	0	0	0	10	$2,088.40
				$0.00	$0.00	$0.00	$0.00	$2,088.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
4220	**PRELIMINARY DESIGN**																
	DETERMINE PRELIM DESIGN							16								16	$3,341.44
	PRELIM QUANITY TAKEOFF AND OPINION OF COST							8								8	$1,670.72
	SUBTOTAL			0	0	0	0	24	0	0	0	0	0	0	0	24	$5,012.16
				$0.00	$0.00	$0.00	$0.00	$5,012.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
	TOTAL HOURS - PRELIM DESIGN			**0**	**0**	**0**	**0**	**42**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**42**	
	TOTAL COST - PRELIM DESIGN			**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$8,771.28**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$8,771.28**
	TOTAL COST - PRELIMINARY DESIGN																**$8,771.28**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	
	FINAL DESIGN																
5020	**90% PLANS**																
	COVER SHEET							4	2			24				30	$3,700.72
	SITE PLAN							6	6			24				36	$4,938.72
	ENLARGED SITE PLANS							0	4			24				28	$3,275.52
	BUILDING PLANS							16				48				64	$8,251.84
	DETAILS/SCHEDULES/NOTES							8				40				48	$5,762.72
	SPECIFICATION FRONT END DOCUMENTS							8					4			12	$2,039.40
	ARCHITECTURAL SPECIFICATIONS							16					16			32	$4,816.16
	CIVIL SPECIFICATIONS								16				8			24	$4,018.64
	QA/QC					4			8		16		8			36	$5,673.36
	SUBTOTAL			0	0	4	0	58	36	0	16	160	36	0	0	310	$ 42,477.08
				$0.00	$0.00	$965.28	$0.00	$12,112.72	$7,382.88	$0.00	$2,330.08	$16,368.00	$3,318.12	$0.00	$0.00		
5030	**FINAL PLANS**																
	FINAL GENERAL PLAN SHEETS							2			16					18	$2,747.76
	FINAL DETAILS AND TYPICAL SECTIONS SHEETS							2			16					18	$2,747.76
	FINAL SPECIFICATIONS							4					2			6	$1,019.70
	QA/QC					4		2	4							10	$2,203.28
	SUBTOTAL			0	0	4	0	10	4	0	32	0	2	0	0	52	$ 8,718.50
				$0.00	$0.00	$965.28	$0.00	$2,088.40	$820.32	$0.00	$4,660.16	$0.00	$184.34	$0.00	$0.00		
	TOTAL HOURS - FINAL DESIGN			**0**	**0**	**8**	**0**	**68**	**40**	**0**	**48**	**160**	**38**	**0**	**0**	**362**	
	TOTAL COST - FINAL DESIGN			**$0.00**	**$0.00**	**$1,930.56**	**$0.00**	**$14,201.12**	**$8,203.20**	**$0.00**	**$6,990.24**	**$16,368.00**	**$3,502.46**	**$0.00**	**$0.00**		**$51,195.58**
	TOTAL COST - FINAL DESIGN																**$51,195.58**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	2.21%	0.00%	18.78%	11.05%	0.00%	13.26%	44.20%	10.50%	0.00%	0.00%	100.00%	

Dannenbaum Engineering Company - McAllen, LLC
Client: Hidalgo County Precinct 4
Project Name: Hidalgo County Pct 4 - Renovations and Additions to New Restitution Center
Project Number: 4525-04

FEE BUDGET ESTIMATE
BASIC SERVICES - ARCHITECTURE AND ENGINEERING
HIDALGO COUNTY PRECINCT 4 - RENOVATIONS AND ADDITIONS TO RESTITUTION CENTER
PRELIMINARY DESIGN / FINAL DESIGN / CPS

Prepared by: _____
Reviewed by: _____
Checked by: _____

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE QNTY	UNIT	PRINCIPAL (VIII) $407.91	PROJECT MANAGER (VII) $260.31	SENIOR ENGR (V) $241.32	PROJ ENG (III) (IV) $212.05	ARCHITECT (VII) $208.84	ENGINEER (I) (II) $205.08	SR. ENG DGNR (III) $169.91	ENG DGNR (I)(II) $145.63	CADD OPER (I) (II) $102.30	SECTY $92.17	CONST MANANGER $176.59	CONST REP $106.24	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	CONSTRUCTION PHASE																
5040	**BIDDING PHASE**																
	COORDINATE P&S REPRODUCTION							4					4			8	$1,204.04
	BIDDING ASSISTANCE							4								4	$835.36
	BID OPENING							4					2			6	$1,019.70
	BID TABULATION							3								3	$626.52
	RECOMMENDATION OF AWARD							2					2			4	$602.02
	NOTICE OF AWARD							2					2			4	$602.02
	REVIEW AND ASSEMBLE CONTRACTS							2					4			6	$786.36
	SUBTOTAL			0	0	0	0	21	0	0	0	0	14	0	0	35	$5,676.02
				$0.00	$0.00	$0.00	$0.00	$4,385.64	$0.00	$0.00	$0.00	$0.00	$1,290.38	$0.00	$0.00		
5050	**CONSTRUCTION PHASE**																
	NOTICE TO PROCEED							1					2			3	$393.18
	PRECONSTRUCTION CONFERENCE							4					2			6	$1,019.70
	SHOP DRAWING REVIEW							16					2			18	$3,525.78
	SITE VISITS							16	12							28	$5,802.40
	INTERPRETATIONS AND CLARIFICATIONS							8								8	$1,670.72
	MONTHLY CONTRACTOR'S ESTIMATE							12								12	$2,506.08
	CHANGE ORDERS															0	$0.00
	SUBTOTAL			0	0	0	0	57	12	0	0	0	6	0	0	75	$ 14,917.86
				$0.00	$0.00	$0.00	$0.00	$11,903.88	$2,460.96	$0.00	$0.00	$0.00	$553.02	$0.00	$0.00		
5060	**CLOSEOUT PHASE**																
	FINAL INSPECTION							6	6							12	$2,483.52
	CONTRACTOR'S FINAL PAY ESTIMATE							3								3	$626.52
	CERTIFICATE OF COMPLETION							2					2			4	$602.02
	RECORD AS BUILT DRAWINGS							2			4					6	$1,000.20
	SUBTOTAL			0	0	0	0	13	6	0	4	0	2	0	0	25	$4,712.26
				$0.00	$0.00	$0.00	$0.00	$2,714.92	$1,230.48	$0.00	$582.52	$0.00	$184.34	$0.00	$0.00		
	TOTAL HOURS - CONSTRUCTION PHASE			**0**	**0**	**0**	**0**	**91**	**18**	**0**	**4**	**0**	**22**	**0**	**0**	**135**	
	TOTAL COST - CONSTRUCTION PHASE			**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$19,004.44**	**$3,691.44**	**$0.00**	**$582.52**	**$0.00**	**$2,027.74**	**$0.00**	**$0.00**		**$25,306.14**
	TOTAL COST - CONSTRUCTION PHASE																**$25,306.14**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	0.00%	0.00%	67.41%	13.33%	0.00%	2.96%	0.00%	16.30%	0.00%	0.00%	100.00%	
	TOTAL HOURS - PRELIM ENG / FINAL DESIGN			**0**	**0**	**8**	**0**	**201**	**58**	**0**	**52**	**160**	**60**	**0**	**0**	**539**	
	TOTAL COST - PRELIM ENG / FINAL DESIGN			**$0.00**	**$0.00**	**$1,930.56**	**$0.00**	**$41,976.84**	**$11,894.64**	**$0.00**	**$7,572.76**	**$16,368.00**	**$5,530.20**	**$0.00**	**$0.00**		**$85,273.00**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	1.48%	0.00%	37.29%	10.76%	0.00%	9.65%	29.68%	11.13%	0.00%	0.00%	100.00%	

DIRECT EXPENSES	NO.	UNIT	QUANTITY/UNIT		QUANTITY	UNIT PRICE	AMOUNT
PLOTTING - 11 X 17 PAPER PLOTS	0	SETS	0	PLOTS/SET	0	1.50	$ -
PLOTTING - 22 X 34 PAPER PLOTS	6	SETS	48	PLOTS/SET	288	6.00	$ 1,728.00
PLOTTING - COLOR PLOTS		SETS		PLOTS/SET	0	10.00	$ -
MYLAR PLOTS - 11 X 17		SETS		PLOTS/SET	0	10.00	$ -
REPRODUCTION - 8.5 X 11 PAPER COPIES	6	SETS	400	COPIES/SET	2,400	0.12	$ 288.00
REPRODUCTION - 11 X 17 PAPER COPIES		SETS		COPIES/SET	0	0.15	$ -
OVERNIGHT CARRIER COST		PKGS		EACH	0	30.00	$ -
AUTO EXPENSE (Mileage)		TRIPS		MI /TRIP	0	0.50	$ -
TOTAL DIRECT EXPENSES							**$ 2,016.00**

* **Travel costs include airfare, hotel, car rental and per diem.**
* **Travel costs include airfare, hotel, car rental and per diem.**

11.13% % OF TIME FOR PRINCIPAL, PROJECT MANAGER, AND SECRETARY
88.87% % of Billable Time
100.00% Total Contract

PRELIMINARY DESIGN	$8,771.28
FINAL DESIGN	$51,195.58
CONSTRUCTION PHASE SVS	$25,306.14
OTHER DIIRECT EXPENSEES	$2,016.00
SUBTOTAL	**$ 87,289.00**
SUBCONSULTANTS	
SURVEY OF EXISTING LAND AND UTILITIES	$ 3,400.00
MECHANICAL/ELECTRICAL/PLUMBING ENGINEERING	$ 18,200.00
STRUCTURAL ENGINEERING	$ 8,000.00
LANDSCAPE AND IRRIGATION	$ 4,000.00
TAS ACCESSIBILITY REVIEW, FILING AND INSPECTION	$ 1,025.00
SUBTOTAL	**$ 34,625.00**
GRAND TOTAL	**$ 121,914.00**

AI-28984 **22. E. 1.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to accept and award proposal from Tyler Technologies, Inc. for the development of a custom programming software for data import/export of JP Cases with delinquent fee balances for integration with the County's credit card payments vendor in the amount of $9,536.00 in accordance with C-09-175-10-98 Software License Agreement (Paragraph 13b).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1242-412-00-060-001-0-747

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

BUDGETARY IMPACT:

Funding available through Req# 203656 in the amount of $9,536.00 as of 10/6/11 for Tyler Technologies.

Attachments

Proposal

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/06/2011 09:27 AM
Budget & Management	Merlen P. Munoz	10/06/2011 09:29 AM
Erika Zamora	Erika Zamora	10/06/2011 01:24 PM
Auditor's Office	Arcilia Duran	10/07/2011 11:09 AM

Form Started By: Rocio Villarreal Started On: 10/05/2011 02:13 PM

Final Approval Date: 10/07/2011

Legacy

CUSTOM PROGRAMMING PROPOSAL / COST ESTIMATE

6500 International Parkway
Suite 2000
Plano, Texas 75093
(972) 713-3770 (Voice)
(972) 713-3777 (Fax)

Proposal Date	Prepared By	Prepared For	Onyx Inc ID	LCJ Key
8/19/2011	Kelly Green Tyler Technologies	Renan Hidalgo County Information Technology		

Description of Work to be Performed:

Develop data import/export of JP Cases with delinquent fee balances for integration with the County's credit card payments vendor.

Task	Est. Hours
Case data export design, development, unit testing	24
Image Server shared folder setup, configuration, and testing	8
Payment data import design, development, unit testing	32
Total	**64**

***In addition to programming services, deployment of this project will effect an adjustment to annual JP software maintenance of $1,995. The first year adjustment will be prorated on date of deployment in production to the annual renewal date for JP software maintenance.**

This proposal is an estimate of the effort and cost for the above described project and is based upon information provided and known to Tyler Technologies, Inc. at the time the estimate was prepared. Effort estimates for programming services are often difficult to determine before a project is started or a considerable amount of effort has been dedicated to completing a detailed specification. The scheduling for this project will be based upon resource availability and other pending projects at the time you authorize Tyler to proceed with this project. All services performed for this project will be subject to the terms and conditions of Tyler's standard "Programming Services Agreement". Under the terms of this agreement, if actual charges would exceed our Time & Materials charge estimate by more than 50%, you have the right to terminate this project. For more information about this project, please contact the "Prepared By" person above.

☐ **TIME & MATERIALS** *This is an estimate. You will be billed for actual hours worked, which may be higher or lower than the T&M Estimate. See terms above.*

Programming Hours	Rate Per Hour	T&M Estimate
64	$ 149.00	$9,536

N/A **FIXED QUOTE**
You will be billed a fixed amount, regardless of the estimated effort required to complete the project.

Fixed Price Quote

By signature below I authorize Tyler Technologies, Inc. to proceed with this project subject to the terms and conditions of Tyler's standard "Programming Services Agreement". By initialing adjacent to either "Time & Materials" or "Fixed Quote" above I have indicated the type of billing for this project. **NOTE: The result of the programming services WILL be covered by an adjustment to annual maintenance agreements.**

X _____ _____ _____
Signature *Title* *Date*

VALID FOR 90 DAYS - RETAIN COPY FOR YOUR RECORDS

Sales Order No.

Empowering people who serve the public™

6500 International Parkway
Suite 2000
Plano, Texas 75093
(972) 713-3770 (Voice)
(972) 713-3777 (Fax)

Export Requirements

- **General** - An automated process, running as a scheduled job via the IBM cron scheduling subsystem, will select JP cases for export to Hidalgo County's payments vendor for the purpose of publishing a web site to collect payments. The export file will be written to a shared folder created specifically for this purpose on the County Odyssey document image server and mounted as a file system on the County IBM server.

- **Case Selection**
  The automated process will select for export all JP Cases with a balance due. Selected cases will be filtered to exclude Juvenile citations, Hot Checks cases (and cases with a balance below a pre-determined minimum?). The process will evaluate Juveniles based on whether the case matches either one of the two following criteria:
  a) The JP Case has been entered specifically using the built-in system Juvenile security
  b) The JP Case Defendant DOB is less than 17 y/o at the time of the Case offense date

- **Export File Layout**:
  ASCII Text file, one record per line with 1st line column headers, newline separated records, TAB delimited fields
  Data will be exported with all selected cases in one text file (one record/line) and the file naming convention will be YYYYMMDDHHMM.txt (e.g. 201108040800.txt)

Column Heading	Example Value	Field Format	Field Description	Comments
CaseID	888888	Integer	County Database primary key for the case	
DOCKET	JP04-10-446	Text	Court's case identifier	
Citation Number	55555555	Text	Citation Number	This may be the same as the Docket# in Hidalgo County, but depends on County usage/configuration
NAME	Garza, Maria Elva	Text	Defendant Name	
ADDRESS	1234 Main Street	Text	Defendant Address	
CSZ	Edinburg, TX 78539	Text	Defendant City, ST Zipcode	
DATE	10/21/2004	MM/DD/YYYY	Citation Date	
OFFENSE	Speeding 40 mph in a 30 mph zone	Text	Offense Description	
DOB	12/31/1980	MM/DD/YYYY	Defendant DOB	
DLNum	TX123456789	Text	ST and Number of Drivers' License	
BALANCE	194.00	Numeric	Current amount due	

6500 International Parkway
Suite 2000
Plano, Texas 75093
(972) 713-3770 (Voice)
(972) 713-3777 (Fax)

Import Requirements

- **General**
  Payments collected from the website will be exported by the payments vendor to another shared folder on the same server as the case export file. The shared folder for the receipts data files will need to be separate from the case export folder with read/write permissions for both the Tyler IBM system and the payments vendor system. The receipts shared folder will be monitored by a Tyler process and new transaction files placed there will be processed by creating a payment transaction on the appropriate case. Only full payments will be processed by this automated import. Partial payments or over-payments will generate an error and the case will continue to be exported by the case export process. An error report will be provided for county use to review and handle any of these types of errors. If an open warrant is associated with a case, and full payment is applied, the warrant will be closed.
- **Import Payments File Layout**:
  ASCII Text file, newline separated records, TAB delimited fields, two records per file
  Line 1) a header record of column names
  Line 2) a receipt data record in the format below

Column Heading	Example Value	Field Format	Field Description	Comments
...	...	...	...	**Include all columns from the export file layout with the following fields appended**
RcptDate	**08/05/2011**	**MM/DD/YYYY**	**Payment Date**	
RcptNum	**TBD**	**TBD**	**Receipt Number**	**Field Format County/Vendor option**
RcptAmt	**194.00**	**Numeric**	**Amount Paid**	

Requisition

Req # 00203656

PO #

Date: 09/30/11

Bill To: x
x

Vendor : 357081
TYLER TECHNOLOGIES INC
ATTN: JAMIE GILLESPIE
6500 INTERNATIONAL PARKWAY, SUITE 2000
PLANO TX 75093

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **EDNA KIRBY**
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Develop data import/export of JP Cases with delinquent fee balances for integration with the County's credit card payments vendor. DO NOT DUPLICATE ORDER		
24.00	HRS	Case data export design, development, unit testing	149.00	3,576.00
8.00	HRS	Image Server shared folder setup, configuration, and testing	149.00	1,192.00
32.00	HRS	Payment data import design,development, unit testing	149.00	4,768.00
		Account No	Encumbrance	
		1-1242-412-00-060-001-0-747	9,536.00	
			Freight	.00
			Total	9,536.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Software License Agreement

This agreement is made and entered into this 6th day of January, 19 98, by and between Hidalgo County ("Client") and The Software Group, Inc ("TSG"), a Texas Corporation with its principal place of business at Jupiter North Technology Park, 1120 Jupiter Road, Suite 100, Plano, Texas.

Equipment configuration: IBM RISC 6000 Model F50

Software Product / Item Description	License Fee / Amount
Criminal Case Management	$ 50,000
Civil Case Management	$ 45,000
Court Administration	$ 40,000
Child Support	$ 16,500
Hot Checks	$ 24,000
Jury System	$ 18,500
Prosecutor	$ 22,500
Justice Of The Peace System	$ 30,500
Criminal Justice Information System	$ 30,000
Hardware	
System Software	
Data Communications	
On-line Reporting System	
Paper Reporting Module	
Data Conversion	$ 45,500
Sheriff System	
Criminal Case Management	
Civil Case Management	
Hot Checks	
Child Support	
Exhibit B Special Terms and Conditions / Included in Contract	
TSG Discount	$ (31,150)

This agreement shall become a binding contract between the parties when accepted by the signature of an officer of TSG at its home office. Client is advised to read the Terms and Conditions appearing on the reverse side of this agreement before signing below.

Total Amount	$ 291,350
Deposit (25%)	
Due Upon Installation (50%)	
Due Upon Acceptance (25%)	

Client

By: Renato Cuellar

Name(Print): Renato Cuellar

Title: County Judge

Date: January , 1998

The Software Group, Inc.

By:

Name(Print):

Title: President

Date: 1/21/98

Software License Agreement

1. Software Product License.
(a) Upon Client's acceptance of each Software Product described on the face of this agreement, for the License Fee set forth on the face opposite said description, TSG shall grant to Client and Client shall accept from TSG a fully-paid, royalty-free, non-exclusive, non-transferable license to use and practice (but not permit others to use and practice) the Software Product, subject to the following conditions and limitations:
(1) The Software Product may only be used and practiced in operation with the Equipment identified on the face of this Agreement or such other Equipment as shall be approved in writing by TSG; and
(2) The Software Product may only be used and practiced with the equipment configuration described on the face of this Agreement or such other configuration as shall be approved in writing by TSG. Furthermore, Client acknowledges that a change of such configuration may increase TSG's costs of performance, and, therefore, TSG's approval be conditioned upon payment of an additional License Fee; and
(3) The Software Product shall only be used and practiced for its intended purpose strictly within the territorial boundaries of the county or counties in which Client performs its services.
(b) In the event Client enters into a separate agreement with TSG for the purchase of post-acceptance Software Support Services, any Software Product changes, improvements or enhancements delivered thereunder shall be subject to the same license as set forth in Paragraph 1 and subject to the same restrictions thereon.
(c) The Software Product and all changes, improvements and enhancements thereto, shall at all times be and remain the property of TSG, and Client's sole rights therein shall be to use and practice the same, as permitted by Subparagraphs 1 (a) and 1 (b) above. Client agrees that all algorithms, techniques and processes contained in the Software Product and any changes, improvements and enhancements thereto, constitute trade secrets of TSG, and Client further agrees to use reasonable care to safeguard the same against disclosure to unauthorized employees of Client and all persons not employed by Client, Client shall not, under any circumstance, modify, copy, reproduce, or in any way duplicate any written or machine-readable material provided it by TSG, without the express written approval signed by an officer of TSG. Notwithstanding the foregoing, client may make archival copies of those portions of the Software Product and all changes, improvements and enhancements thereto which are supplied by TSG on machine readable media, but such copies shall not be disclosed to unauthorized employees of Client or persons not employed by Client.
(d) The term of the license granted by this paragraph shall be perpetual, but the term of any post-acceptance Software Support Service Agreement shall be as set forth therein.

2. Responsibilities of TSG. For the license Fee set forth on the face hereof, TSG shall perform the following in addition to any responsibilities set forth on the face hereof:
(a) Install TSG's proprietary Software Product on Client's equipment, which Software Product will be in substantial compliance with its specifications set forth in Exhibit A attached hereto and made a part hereof by reference.
(b) After the aforementioned installation, test the Software Product in accordance with TSG's standard acceptance test procedure, and cause the Software Product to be accepted by Client.
(c) After Client's acceptance of the Software Product correct any functions of the Software Product which failed said standard acceptance test procedure but which did not prevent acceptance of the Software Product.
(d) For a period of sixty (60) days after client's acceptance of the Software Product correct any other defects in said Software Product.
(e) After acceptance of the Software Product, TSG will deliver to Client, a back-up copy of the Software Product on the standard off-line data storage media used by TSG.

3. Responsibilities of Client. In addition to the other responsibilities set forth herein, Client will perform the following:
(a) Designate an employee of Client as its System Administrator.
(b) Provide all training of its personnel, except and to the extent this agreement specifically requires TSG to provide training.
(c) Collect, prepare, and enter all data necessary for operation of the Software Product into the equipment loaded with the Software Product.
(d) Retain separate copies of records of all data entered into the computer equipment:
(e) Provide the computer systems into which the Software Product will be loaded.
(f) Install any Software Product changes or updates into the Software Produce which are supplied by TSG in accordance with this agreement.
(g) Maintain, as part of Client's Computer system, a 9600 baud dial up modem and phone circuit for the exclusive use by TSG personnel for the purpose of fulfilling TSG's responsibilities under Paragraph 8 below and any separate agreement for post-acceptance Software Support Services.

4. License Fee. Client agrees to pay to TSG, and TSG agrees to accept from Client, as payment in full for the license granted herein and all other responsibilities of TSG set forth in Paragraph 2 hereof, the total sum of money set forth for each Software Product listed on the face hereof, payable in the following manner:
(a) Twenty-five percent (25%) of the Total Agreement Amount set forth on the hereof upon execution of the License Agreement by both parties;
(b) Fifty percent (50%) of the License Fee upon installation of the software Product on Clients Equipment; and
(c) The remaining balance of the License Fee fifteen days (15) after Client's acceptance of the Software Product.
The Total Agreement Amount does not include any tax or other governmental impositions including, without limitation, sales and use tax. All such cost, if any, shall be invoiced separately to client, and client shall pay the same.

5. Acceptance of the Software Product.
(a) Within thirty (30) days after a Software Product has been installed on Client's equipment, TSG will test the Software Product in accordance with TSG's standard acceptance test procedure, by demonstrating to Client thereby that the Software Product performs all of its functions identified in Exhibit A, which demonstration shall constitute Client's acceptance of the Software Product. Upon acceptance, Client shall pay the remaining balance of the License Fee for the accepted Software Product.
(b) Notwithstanding anything to the contrary herein, Client's use of the Software Product for its intended purpose, shall constitute Client's acceptance of the Software Product, without exception and for all purposes.
(c) Acceptance of the Software Product by Client shall be final and conclusive except for latent defects, fraud, such gross mistakes as amount to fraud and the operation of any provision of this agreement which specifically survives acceptance. In the event said acceptance becomes other than final, or becomes inconclusive, pursuant to this Subparagraph, Client's sole right and remedy against TSG therefore shall be to require TSG to correct the cause thereof.

6. Schedule for Acceptance. TSG will install the Software Product and cause the same to be accepted within 60 days after Client makes available to TSG the equipment into which the Software Product is to be loaded. TSG shall exercise reasonable effort to cause the Software Product to be accepted according to the schedule set forth in this Paragraph, but shall not be liable for failure to meet said schedule, if and to the extent said failure is due to causes beyond the control and without the fault of negligence of TSG.

7. Standard Format. Any form or format on which data is to be reproduced or displayed, shall be the standard form utilized by TSG for such purpose and Client will not have the right (except under the Paragraph hereof entitled Post-Acceptance Software Support Services) to change or modify such forms or formats.

8. Post-Acceptance Software Support Services. To the extent that TSG offers post-acceptance Software Support Services to all its clients, TSG will offer to sell and supply such services to Client. Following are the post-acceptance Software Support Services presently offered to TSG's clients:
(a) Conversion and clean-up of a client's existing data;
(b) Training;
(c) Software update and enhancements; and
(d) Technical Support.

9. Limitation on Liability.
(a) THE RIGHTS AND REMEDIES OF ANY CLIENT SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER RIGHTS, REMEDIES OR WARRANTIES AVAILABLE AT LAW INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR OR INTENDED PURPOSE.
(b) TSG's liability for damages arising out of or in connection with this Agreement whether based on a theory of contract or tort, including negligence or strict liability, shall be limited to the license fee set forth herein or the total amount paid by Client hereunder, whichever is less. Notwithstanding anything to the contrary, in no event shall TSG be liable to Client for (i) indirect, remote, incidental, special, exemplary, punitive, or consequential damages, or (ii) for any damages whatsoever due to causes beyond the reasonable control of TSG, or (iii) damages resulting from the loss of use, loss or damage to Client source data, loss of revenues, or from loss or destruction of materials provided to TSG by Client.

10. Client Information. All data provided to TSG by Client relating to Software Product shall be considered Proprietary Information of Client even though not stamped with a Proprietary Information stamp or similar legend or marking. TSG agrees to use reasonable care to safeguard said Proprietary Information against disclosure to unauthorized employees of TSG and all persons not employed by TSG.

11. Data Security: Indemnification.
(a) The parties recognize that the purpose of a computer system consisting of equipment and software is the processing of data as each Client deems necessary for its operations. The term "processing" for the purpose of this Paragraph shall mean the gathering of such data for input into the system, the input of the data into the system, the retrieval of the data in the system, and the dissemination of such data, regardless of the media upon which the data is contained, whether it be on paper, disks, tapes, or other media.
(b) The parties further recognize that (i) the data so processed may contain sensitive or confidential material, the unauthorized disclosure of which might cause damage to the Client or third parties, (ii) the dissemination and disclosure may take place at any stage of the processing, and (iii) the control of the processing, dissemination, and disclosure of such data is totally within the control of the client.
(c) It shall be the responsibility of the Client to establish and maintain all necessary security measures to safeguard and control the disclosure of such data and to prevent its disclosure to unauthorized parties. The Client shall indemnify and hold harmless TSG, its officers, agents and employees, from and against any and all claims, demands, damages, and causes of action arising out of, resulting from or in any way related to the disclosure of data, whether authorized or unauthorized.

12. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Texas. In the event any of this Agreement is invalidated by a court or legislative action, the remainder thereof shall remain in full force and effect.

13. Entirety of Agreement and Amendments.
(a) This License Agreement contains all of the representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties and promises of the parties relating to the subject matter hereof which predate this License Agreement.
(b) This License Agreement may only be amended, modified, or changed by written instrument signed by both parties hereto.

14. Approval of Governing Body. Client represents and warrants to TSG that this Agreement has been approved by its governing body and is a binding obligation upon Client.

AI-28969 **22. F. 1.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to execute a Construction Material Testing Services contract with L&G Engineering Laboratory LLC for Construction of New Sheriff's Office Substation in the Precinct No. 1 Area as approved by CC for negotiations on CC 07/14/09.

b. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 1 (with a estimated cost of $48,239.46) for "Hidalgo County Sheriff's Office Sub-station Construction Project" with L&G Engineering Laboratory, LLC, to provide construction material testing engineer services. C-11-032C-10-11

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1336-423-00-280-036-0-720

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

BUDGETARY IMPACT:

funding available as of 10-6-11 $2,361,932.37

Attachments

substation WA

contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/05/2011 11:51 AM
Budget & Management	Merlen P. Munoz	10/05/2011 03:04 PM
Manuel Chapa	Manuel Chapa	10/06/2011 01:20 PM
Auditor's Office	Arcilia Duran	10/07/2011 10:33 AM
Purchasing Department	Marty Salazar	10/07/2011 11:40 AM

Form Started By: Rocio Villarreal Started On: 10/05/2011 11:29 AM

Final Approval Date: 10/07/2011

HIDALGO COUNTY

Professional Engineering Services
Contract # C-11-032C-10-11
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 ENGINEERING LABORATORY, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for Hidalgo County Sheriff's Office Sub-Station Construction Project in Hidalgo County.

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 $48,239.46.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. 1-1336-423-00-280-036-0-720
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 Sheriff's Office as to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY
SHERIFF'S OFFICE:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on October 11, 2011 as indicated below and effective as of 11th day of _____, 2011.

THE ENGINEER:
DOS LOGISTICS, INC.

_____
Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Hidalgo County Sheriff's Office Substation Construction Project in Hidalgo County**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Hidalgo County Sheriff's Office Substation Construction Project.**

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **Hidalgo County Sheriff's Office Substation Construction Projects in Hidalgo County.**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo Sheriff's Office** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **Construction Materials Testing Services** for the **Hidalgo County Sheriff's Office Substation Construction Project in Hidalgo County.**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo Sheriff's Office and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo Sheriff's Office** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo Sheriff's Office** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"

Work Schedule

PROJECT: **Hidalgo County Sheriff's Office Substation Construction Project in Hidalgo County.**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Sheriff's Office** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-XX-XXX-XX-XX.**

ATTACHMENT "D"

Cost Proposal

PROJECT: **Hidalgo County Sheriff's Office Substation Construction Project in Hidalgo County.**

See Attached

Attachment I
L&G Engineering Laboratory, LLC
Hidalgo Sherriff's Substation
Prepared for Hidalgo County

Proof Rolling -Building Subgrade					
Report	2	Ea.	$22.56	$45.12	
Eng. Tech. (Soils)	5	Hr.	$45.75	$228.75	Proof Roll Observation
Trip Charge (Miles)	24	Mi.	$0.50	$12.00	as per General Notes on plans Sheet S1.2
				$285.87	Based on 2 Site Visits
In-Situ Soils Testing-Laboratory-Building Subgrade					
Proctor	1	Ea.	$196.83	$196.83	Building Footprint 15,840 Sq. Ft.
Atterberg Limits	1	Ea.	$76.18	$76.18	
% Pass 200	1	Ea.	$63.57	$63.57	
Report	1	Ea.	$22.56	$22.56	
Eng. Tech. (Soils)	2.5	Hr.	$45.75	$114.38	
Trip Charge (Miles)	12	Mi.	$0.50	$6.00	
				$479.52	
In-Situ Soils Testing-Field -Building Subgrade					
Compact. Test	6	Ea.	$22.87	$137.22	Based on 1 Lift
Report	2	Ea.	$22.56	$45.12	A Minimum of 3 Compaction
Eng. Tech. (Soils)	5	Hr.	$45.75	$228.75	Test Per Lift or every
Trip Charge (Miles)	24	Mi.	$0.50	$12.00	3000 Square Feet
				$423.09	
Select Fill Soils Testing / Slab - Laboratory					
Proctor	2	Ea.	$196.83	$393.66	Based on 2 Select Fill
Atterberg Limits	4	Ea.	$76.18	$304.72	Samples
% Pass 200	4	Ea.	$63.57	$254.28	2 Additional Atterberg Limits &
Eng. Tech. (Soils)	7	Hr.	$45.75	$320.25	Minus 200 for Field Verification
Trip Charge (Miles)	24	Mi.	$0.50	$12.00	of Select Fill Materials
Report	4	Ea.	$22.56	$90.24	
				$1,375.15	
Select Fill Soils Testing-Field Testing and Monitoring					
Compact. Test	40	Ea.	$22.87	$914.80	Based on 8 - 6" Lifts
Report	8	Ea.	$22.56	$180.48	A Minimum of 3 Compaction
Eng. Tech. (Soils)	16	Hr.	$45.75	$732.00	Test Per Lift or every
Trip Charge (Miles)	96	Mi.	$0.50	$48.00	3000 Square Feet
					As per General Notes (S1.2)
				$1,875.28	
Trench Backfill Soils Testing-Laboratory					
Proctor	2	Ea.	$196.83	$393.66	Based on 2 Trench Backfill
Atterberg Limits	2	Ea.	$76.18	$152.36	Samples
% Pass 200	2	Ea.	$63.57	$127.14	
Report	2	Ea.	$22.56	$45.12	
Eng. Tech. (Soils)	5	Hr.	$45.75	$228.75	
Trip Charge (Miles)	24	Mi.	$0.50	$12.00	
Report	2	Ea.	$22.56	$45.12	
				$1,004.15	
Trench Backfill Soils Testing-Field Testing and Monitoring					
Compact. Test	24	Ea.	$22.87	$548.88	Based on 1 Test for every 6" Lift
Report	12	Ea.	$22.56	$270.72	at a frequency of 1 Test Every 100
Eng. Tech. (Soils)	24	Hr.	$45.75	$1,098.00	Linear Feet within the Building
Trip Charge (Miles)	144	Mi.	$0.50	$72.00	Pad Footprint
				$1,989.60	
Concrete Reinforcement Steel Inspection (Slab)					
Report	2	Ea.	$22.56	$45.12	Based on 2
Eng. Tech. (Concrete)	6	Hr.	$58.41	$350.46	trips to perform
Trip Charge (Miles)	24	Mi.	$0.50	$12.00	steel inspection
				$407.58	

Concrete Placement - Floor Slabs						
Air Content	13	Ea.	$22.82		$296.66	Assuming
Report	2	Ea.	$22.56		$45.12	1 Placement
Eng. Tech. (Concrete)	14	Hr.	$58.41		$817.74	of 650 CY
Trip Charge (Miles)	24	Mi.	$0.50		$12.00	1 set Every 50 as
						per General Notes
						4 Cylinders to be
				Sub.	$1,171.52	Tested for Compression
Hold, Cure	52	Ea.	$11.49		$597.48	
Compression Test	52	Ea.	$15.22		$791.44	at a Frequency of Two 7 Day
Test Reports (7 and 28 day)	26	Ea.	$22.56		$586.56	and Two 28 Day
Eng. Tech. (Concrete)	14	Hr.	$58.41		$817.74	
Trip Charge (Miles)	24	Mi.	$0.50		$12.00	
				Sub.	$2,805.22	
Concrete Placement - Misc. Concrete -Sidewalks						
Air Content	2	Ea.	$22.82		$45.64	Assuming
Report	2	Ea.	$22.56		$45.12	2 Placements
Eng. Tech. (Concrete)	6	Hr.	$58.41		$350.46	
Trip Charge (Miles)	24	Mi.	$0.50		$12.00	
				Sub.	$453.22	
Hold, Cure	8	Ea.	$11.49		$91.92	
Compression Test	8	Ea.	$15.22		$121.76	
Test Reports (7 and 28 day)	4	Ea.	$22.56		$90.24	
Eng. Tech. (Concrete)	4	Hr.	$58.41		$233.64	
Trip Charge (Miles)	24	Mi.	$0.50		$12.00	
				Sub.	$549.56	
CMU Grout Testing						
Air Content	13	Ea.	$22.82		$296.66	Assuming 6 Samples
Report	13	Ea.	$22.56		$293.28	Sample 1 Set Per Day for 1st
Eng. Tech. (Concrete)	32.5	Hr.	$58.41		$1,898.33	
Trip Charge (Miles)	156	Mi.	$0.50		$78.00	
						Three Days and then every
				Sub.	$2,566.27	10 yds or For Every 1500 Sq. Ft.
						One Set consists of
Compression Test	39	Ea.	$31.78		$1,239.42	3 Grout Prizms to be
Test Reports (7 and 28 day)	26	Ea.	$22.56		$586.56	Tested for Compression
Eng. Tech. (Concrete)	12	Hr.	$58.41		$700.92	
Trip Charge (Miles)	48	Mi.	$0.50		$24.00	
						at a Frequency of One 7 Day
				Sub.	$2,550.90	and Two 28 Day
CMU Mortar Testing						
Report	15	Ea.	$22.56		$338.40	Assuming 6
Eng. Tech. (Concrete)	12	Hr.	$58.41		$700.92	Placements
Trip Charge (Miles)	72	Mi.	$0.50		$36.00	
				Sub.	$1,075.32	
Compression Test	18	Ea.	$31.06		$559.08	
Test Reports (7 and 28 day)	12	Ea.	$22.56		$270.72	
Eng. Tech. (Concrete)	6	Hr.	$58.41		$350.46	
Trip Charge (Miles)	72	Mi.	$0.50		$36.00	
				Sub.	$1,216.26	
Welding and Bolt Torque Inspection						
Inspection (hr)	18	Ea.	$114.30		$2,057.40	Assuming 6 Visits
Trip Charge (Miles)	72	Mi.	$0.50		$36.00	
Reports	10	Ea.	$22.56		$225.60	
					$2,319.00	
Lime Stabilized In-Situ Soils Testing-Laboratory-Pavement Subgrade						
Proctor	1	Ea.	$196.83		$196.83	
Atterberg Limits	1	Ea.	$76.18		$76.18	
Report	1	Ea.	$22.56		$22.56	
Eng. Tech. (Soils)	2.5	Hr.	$45.75		$114.38	
Trip Charge (Miles)	12	Mi.	$0.50		$6.00	
					$415.95	

Lime Stabilized In-Situ Soils Testing-Field -Pavement Subgrade					
Compact. Test	16	Ea.	$22.87	$365.92	Based on one Density
Report	3	Ea.	$22.56	$67.68	test every 325 S.Y.
Eng. Tech. (Soils)	6	Hr.	$45.75	$274.50	
Trip Charge (Miles)	36	Mi.	$0.50	$18.00	as per General Notes
				$726.10	5,283 Total S.Y.
Site Select Fill Soils Testing-Laboratory					
Proctor	1	Ea.	$196.83	$196.83	Based on Select Fill
Atterberg Limits	2	Ea.	$76.18	$152.36	Samples
% Pass 200	2	Ea.	$63.57	$127.14	2 Additional Atterberg Limits &
Eng. Tech. (Soils)	7	Hr.	$45.75	$320.25	
Report	4	Ea.	$22.56	$90.24	Minus 200 for Field Verification
Trip Charge (Miles)	12	Mi.	$0.50	$6.00	of Select Fill Materials
				$892.82	
Site Select Fill Soils -Field Testing and Monitoring					
Compact. Test	16	Ea.	$22.87	$365.92	Based on one Density
Report	3	Ea.	$22.56	$67.68	test every 325 S.Y.
Eng. Tech. (Soils)	6	Hr.	$45.75	$274.50	
Trip Charge (Miles)	30	Mi.	$0.50	$15.00	as per General Notes
				$723.10	5,283 Total S.Y.
Cement Stabilized Sand Testing-Laboratory					
Proctor	1	Ea.	$196.83	$196.83	Based on a raw sample of Sand
Atterberg Limits	1	Ea.	$76.18	$76.18	and a sample of cement to
% Pass 200	1	Ea.	$63.57	$63.57	be used as stabilization
Eng. Tech. (Soils)	2.5	Hr.	$45.75	$114.38	
Report	1	Ea.	$22.56	$22.56	
Trip Charge (Miles)	12	Mi.	$0.50	$6.00	
				$479.52	
Hold, Cure	4	Ea.	$11.49	$45.96	Based on field sampling of
Compression Test	4	Ea.	$15.22	$60.88	Cement Stab. Sand
Eng. Tech. (Soils)	4	Hr.	$45.75	$183.00	
Test Reports (7 and 28 day)	2	Ea.	$22.56	$45.12	for compression testing
Trip Charge (Miles)	12	Mi.	$0.50	$6.00	
				$1,293.99	
Cement Stabilized Sand-Field Testing and Monitoring					
Compact. Test	3	Ea.	$22.87	$68.61	Based on one Density
Report	1	Ea.	$22.56	$22.56	test every 325 S.Y.
Eng. Tech. (Soils)	2	Hr.	$45.75	$91.50	
Trip Charge (Miles)	12	Mi.	$0.50	$6.00	as per General Notes
				$188.67	49 Total S.Y.
Trench Backfill Soils Testing-Laboratory					
Proctor	2	Ea.	$196.83	$393.66	
Atterberg Limits	2	Ea.	$76.18	$152.36	Based on 1 to 2 materials
% Pass 200	2	Ea.	$63.57	$127.14	if encountered.
Eng. Tech. (Soils)	5	Hr.	$45.75	$228.75	
Report	2	Ea.	$22.56	$45.12	
Trip Charge (Miles)	12	Mi.	$0.50	$6.00	
				$953.03	
Trench Backfill Soils Testing-Field Testing and Monitoring					
Compact. Test	27	Ea.	$22.87	$617.49	Based on one Density test every
Report	3	Ea.	$22.56	$67.68	200 Linear Feet. Or at every trench
Eng. Tech. (Soils)	6	Hr.	$45.75	$274.50	
Trip Charge (Miles)	36	Mi.	$0.50	$18.00	that crosses a pavement structure.
				$977.67	
Lime Stabilized Flex Base (Caliche) Testing-Laboratory					
Proctor	1	Ea.	$196.83	$196.83	Testing Based on General Notes
Atterberg Limit	1	Ea.	$76.18	$76.18	Sheet C1.0, Testing Schedule
Sieve Analysis	1	Ea.	$57.12	$57.12	
Texas Wet ball Mill	1	Ea.	$222.38	$222.38	
Eng. Tech. (Soils)	3.5	Hr.	$45.75	$160.13	
Report	2	Ea.	$22.56	$45.12	
Trip Charge (Miles)	12	Mi.	$0.50	$6.00	
				$763.76	

Lime Stabilized Flex Base (Caliche)-Field Testing and Monitoring						
Compact. Test	16	Ea.	$22.87		$365.92	Based on one Density
Report	3	Ea.	$22.56		$67.68	test every 325 S.Y.
Eng. Tech. (Soils)	6	Hr.	$45.75		$274.50	
Trip Charge (Miles)	36	Mi.	$0.50		$18.00	as per General Notes
					$726.10	5,283 Total S.Y.
Concrete Reinforcement Steel Inspection						
Inspection	6	Hr.	$58.41		$350.46	
Eng. Tech. (Concrete)	6	Hr.	$58.41		$350.46	
Report	3	Ea.	$22.56		$67.68	
Trip Charge (Miles)	36	Mi.	$0.50		$18.00	
					$786.60	
Concrete Pavement - Curb & Gutter						
Air Content	5	Ea.	$22.82		$114.10	
Report	5	Ea.	$22.56		$112.80	
Eng. Tech. (Concrete)	15	Hr.	$45.75		$686.25	
Trip Charge (Miles)	60	Mi.	$0.50		$30.00	
				Sub.	**$943.15**	
Hold, Cure	20	Ea.	$11.49		$229.80	
Compression Test	20	Ea.	$15.22		$304.40	
Test Reports (7 and 28 day)	15	Ea.	$22.56		$338.40	
Eng. Tech. (Concrete)	15	Hr.	$45.75		$686.25	
Trip Charge (Miles)	60	Mi.	$0.50		$30.00	
				Sub.	**$1,588.85**	
Concrete Placement - Rip Rap - Detention Pond						
Air Content	3	Ea.	$22.82		$68.46	Assuming
Report	3	Ea.	$22.56		$67.68	3 Placements
Eng. Tech. (Concrete)	8	Hr.	$45.75		$366.00	
Trip Charge (Miles)	36	Mi.	$0.50		$18.00	
				Sub.	**$520.14**	
Hold, Cure	12	Ea.	$11.49		$137.88	
Compression Test	12	Ea.	$15.22		$182.64	
Test Reports (7 and 28 day)	9	Ea.	$22.56		$203.04	
Eng. Tech. (Concrete)	8	Hr.	$45.75		$366.00	
Trip Charge (Miles)	36	Mi.	$0.50		$18.00	
				Sub.	**$907.56**	

Field and Laboratory Test Fees			**$35,434.50**
gineering Specialist (Rpt. Review)(Hr.)	**48**	**$114.30**	**$5,486.40**
Engineer (Report Review)(Hr.)	**48**	**$152.47**	**$7,318.56**
Estimated Materials Testing Total			**$48,239.46**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-11-032C-10-11

THIS AGREEMENT is made effective the 11th, day of October, 2011 by and between **HIDALGO COUNTY, TEXAS,** ("County") and **L&G Engineering Laboratory, LLC,** a Texas Limited Liability Company ("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 "The Construction of New Sheriff's Office Substation in the Precinct No. 1 Area;"

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, 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 contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory 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 Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. 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 County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory 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 Laboratory'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 Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Laboratory 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 Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory 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. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. Insurance. Laboratory 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 County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

17. 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 the legal requirements and only during the time such conflict exists.

18. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory 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 Laboratory.

19. 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.

20. 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 Laboratory, and not otherwise.

21. 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.

22. Hold Harmless. In the event Laboratory 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, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory'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.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, 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.

24. Notices. Expect 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 a 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 S. Closner, Suite #J Edinburg, Texas 78539
If to Laboratory:	L&G Engineering Laboratory, LLC 2100 W. 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 addresses or, if mailed at such time as it is deposited in the United States mail.

25. Executions 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.

26. 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.

27. Gender. 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.

28. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

LABORATORY:

L&G Engineering Laboratory, LLC

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on _____

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 County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS
(RFQ) CHECKLIST

HIDALGO COUNTY -
ACONSTRUCTION MATERIALS TESTING SERVICES@
RFQ NO: 2009-031-01-14-YSI

1. Request for Qualifications Letter

2. Request for Qualifications Legal Notice, consisting of 9 pages.

3. Requirements (Exhibit A), consisting of 8 pages.

4. Evaluation Criteria (Exhibit B), consisting of 3 pages.

5. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of 2 pages.

6. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of 4 pages.

7. Insurance Requirements (Exhibit C), consisting of 4 pages.

8. Attachment "A" Engineering Laboratories- Schedule of Services and Related Fees and Laboratory Testing Unit Price Schedule, consisting of 4 pages.

9. Attachment "B", Professional Engineering Services Procurement Form consisting of 1 page.

10. Conflict of Interest Questionnaire, consisting of 1 page.

11. Proposer's Affidavit (Exhibit E), consisting of 1 page.

12. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting 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

Martha L. Salazar, CPPB, Purchasing Agent

December 29, 2009
Date

PURCHASING DEPARTMENT
County Of Hidalgo

December 29, 2008

Re: **HIDALGO COUNTY**
Request For Qualifications (RFQ)-**HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES" - RFQ No: 2009-031-01-14-YSI**

Dear Respondent:

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/ysi

Enclosures

RFQ NO: 2009-031-01-14-YSI	BUYER: YVETTE S. ISLAS	TEL. NO: (956) 318-2626

(RFQ) REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY-
CONSTRUCTION MATERIALS TESTING SERVICES

Acceptance Due Date: January 14, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

(956) 318-2626

1. Sealed qualifications will be received for **HIDALGO COUNTY -"CONSTRUCTION MATERIALS TESTING SERVICES",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Proposers 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 qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the proposer'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 – 2009-031-01-14-YSI - HIDALGO COUNTY- "CONSTRUCTION MATERIALS TESTING SERVICES"** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 14, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION 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 QUALIFICATION.** Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 proposer, or to reject all qualifications and re-advertise.

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

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

7. No qualification may be withdrawn within sixty (60) days from the scheduled time to open qualifications.

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

9. Any interpretations, amendments, corrections or changes to this qualification 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. Proposers shall acknowledge receipt of all addenda as a part of their qualification.

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

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 qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, 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

15. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"**
  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
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

16. Schedule of Events

Qualification Opening, 9:30 A.M.	**JANUARY 14, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

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

- ~~If the contract proposed is for the construction of public works or is for a contract for goods 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 proposers 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 qualification, 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.~~

18. Ethical Standards:

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

19. **Disclosure of Conflict of Interest**

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who**

contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful proposer 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 PROPOSER.

20. If, during the life of any contract or qualification 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.

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

22. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a qualification, represents to County that it meets the following requirements:

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

23. Successful 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.

24. 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.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful 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.

26. 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 qualification 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.

27. 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.

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

29. The successful 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.

30. Proposers shall provide with the qualification 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.

31. Proposers must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as non conforming.

Qualification
for
HIDALGO COUNTY-
CONSTRUCTION MATERIALS TESTING SERVICES
RFQ NO: 2009-031-01-14-YSI

JANUARY 14, 2009

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Proposer agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"CONSTRUCTION MATERIALS TESTING SERVICES"

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period of One (1) Year The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Hidalgo County-Construction Materials Testing Services"** (including all funding sources, Programs, and Entities)-**Request For Qualifications"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 14, 2009 ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 09-031-01-14-YSI

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 07, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all

applicants via facsimile by Friday, January 09, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE QUALIFIER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
t is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in

disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ and two (2) CDs in PDF Format shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

Roadway Material Production and Construction Inspection Testing
Inspection of Hot Mix and Concrete Plants
Drilling and Logging of Soil Borings
Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
Roadway Construction Project located in Hidalgo County
TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories should add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a. Ability to perform Geotechnical Testing/ Investigation/ Drilling
b. Ability to perform Environmental Services
c. Ability to perform Soil Density Testing
d. Ability to perform Surveying and Sampling Soils
e. Ability to perform Materials Testing (Asphaltic and Concrete)
f. Ability to perform Material Testing and Laboratory Analysis
g. Ability to perform Hot Mix Plant Inspections and Testing
h. Ability to perform Transportation Foundation Studies
i. Ability to perform Building Foundation Studies
j. Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k. Average response time from your office to the job site

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) Cds 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."

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff. A list of ongoing project similar in scope under TxDot procurement basis shall be included in an appendix.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Construction Materials Testing 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 Construction Materials Testing 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) Attachment "A" 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) Cds in PDF Format of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 14, 2009.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"CONSTRUCTION MATERIALS TESTING SERVICES"

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (25)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

HIDALGO COUNTY
"CONSTRUCTION MATERIALS TESTING SERVICES"
RFQ No. 2009-031-01-14-YSI

RFQ EVALUATION FORM

Selection Criteria	**Points**	**Score**
1. Staffing of Project Team	25	_____
Comments/Rationale For Points: _____		
2. Experience of Project Team/Ability to Commit Resources	25	_____
Comments/Rationale For Points: _____		
3. Methodology	25	_____
Comments/Rationale For Points: _____		
4. Understanding of Project/Similar Projects	25	_____
Comments/Rationale For Points: _____		

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

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 Business Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **Date:**_____ **Other:** _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

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

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

Form **W-9**
(Rev. January 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.

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.

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, or

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

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

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.

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 social security card. 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 social security card 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/online/ss-5.pdf*. 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.)

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, and the District of Columbia 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.

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.

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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT. ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN. AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				☐ WC STATU- ☐ OTHER 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

Attachment "A"

ENGINEERING LABORATORIES

SCHEDULE OF SERVICES AND RELATED FEES AND LABORATORY TESTING UNIT PRICE SCHEDULE

******TO BE USED POST RANKING BY COMMISSIONERS COURT ONLY******

refer back to requirements page 7, negotiations process

NO.	DESCRIPTION	UNIT COST
PERSONNEL RATES		
01	Soils and Aggregate Technician	$ _____/ Hour
02	Surveying and Sampling Soils for Highways	$ _____/ Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ _____/ Hour
04	HMA Level 1-A Certified Technician	$ _____/ Hour
05	HMA Level 1-B Certified Technician	$ _____/ Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ _____/ Hour
07	ACI Certified Field Grade II Technician	$ _____/ Hour
08	Geotechnical Engineer, P.E.	$ _____/ Hour
09	Geotechnical Engineer, E.I.T.	$ _____/ Hour
10	Secretarial, Report Preparation and Reporting	$ _____/ Hour
11	Logger (In Conjunction with Engineer)	$ _____/ Hour
TRAVEL EXPENSE		
12	Vehicle Fee Mileage (Applicable for all Trips)	$_____/ Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$_____/ Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost +____%
15	Barge Mobilization and Rental	Cost +____%
GEOTECHNICAL DRILLING AND ENGINEERING SERVICES		
16	Borings in Soil	$ _____/ Foot
17	Borings in Soft Rock	$ _____/ Foot
18	Rock Coring	$ _____/ Foot
19	Standby Time (Drill Rig and Crew)	$ _____/ Foot

20	Grout/ Bentonite Backfill	$_____/ Foot
21	Dozer/ Clearing Cost	Cost +____%
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost +____%
24	All Other Outside Expenses	Cost +____%
NO.	DESCRIPTION	UNIT COST
EQUIPMENT EXPENSE		
25	Laptop Computer Rental (w/ Printer)	$_____/Day
26	Laptop Computer Rental (w/ Printer)	$_____/Wk
27	Laptop Computer Rental (w/ Printer)	$_____/Mo.
28	Concrete Beam Breaker	$_____/Day
29	Concrete Beam Breaker	$_____/Wk
30	Concrete Beam Breaker	$_____/Mo.
31	Vacuum Extractor	$_____/Mo
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost +____%

TEX METHOD	TEST DESCRIPTION	UNIT COST
SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$_____Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$_____Ea
Tex-104-E	Determination of Liquid Limit of Soils	$_____Ea
Tex-105-E	Determination of Plastic Limit of Soils	$_____Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$_____Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$_____Ea
Tex-108-E	Determination of Specific Gravity of Soils	$_____Ea
Tex-110-E	Part I Sieves thru 40 Part II Sieves thru 200 Additional Sieves	$_____Ea $_____Ea $_____Ea

Tex-111-E	Minus 200 Sieve Analysis	$_____ Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$_____ Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$_____ Ea
Tex-117-E	Triaxial Compressive Test for Disturbed Soils and Base materials (Part I Standard Method) Disturbed Soils and Base Materials (Part II)	$_____ Ea $_____ Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$_____ Ea
Tex-128-E	Determination of Soil pH	$_____ Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$_____ Ea
HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry) Sieve Analysis of Fine and Coarse Aggregates (Wet)	$_____ Ea $_____ Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$_____ Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$_____ Ea
Tex-203-F	Sand Equivalent Test	$_____ Ea
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$_____ Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$_____ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$_____ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$_____ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$_____ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$_____ Ea
Tex-217-F	Determination of Deleterious Material and Decantation Test for Coarse Aggregate	$_____ Ea $_____ Ea
Tex-224-F	Determination of Falkiness index	$_____ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$_____ Ea
CONCRETE SECTION		
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry) Sieve Analysis of Fine and Coarse Aggregate (Wet)	$_____ Ea $_____ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$_____ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$_____ Ea

Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$_____Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$_____Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$_____Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$_____Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$_____Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$_____Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Agrregate	$_____Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$_____Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$_____Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$_____Ea
Tex-460-A	Determination of Crushed Face Particle Count	$_____Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$_____Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$_____Ea
OTHER SECTION	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

Attachment "B"

PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM
HIDALGO COUNTY PURCHASING DEPARTMENT

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	
Area of Specialization:	

	Civil Engineering		Mechanical Engineering
	Structural Engineering		Environmental Engineering
	Geotechnical Engineering		Electrical Engineering
	MEP Engineering (Mech/Elec/Plumb)		Highway Engineering
	Constructional Material Testing		

Local References (Rio Grande Valley) List Four (4) Only:
Reference #1:
Reference #2:
Reference #3:
Reference #4:

Recent Projects (Within Two [2] Years) List Four (4) Only:
Project #1:
Project #2:
Project #3:
Project #4:

Submitted By:	
Signature:	
Typed Name:	

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "CONSTRUCTION MATERIAL TESTING SERVICES"

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 _____, 2009.

_____

Notary Public

My commission expires:_____, 20_____.

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 "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

EXHIBIT "B"
Scope of Services

PROJECT: Professional "Construction Material Testing" Laboratory Services for Hidalgo County Sheriff's Office in Hidalgo County.

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **Hidalgo County Sherriff's Office** with **Professional Construction Material Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **Hidalgo County Sherriff's Office** with Construction Materials Testing Services upon request. The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.

- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

- Field sampling and testing of fresh concrete and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.

- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.

- Field inspection, sampling and testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **Hidalgo County Sherriff's Office**

- Provide accurate and timely reports to **Hidalgo County Sherriff's Office** and all/other recipients as designated by the Client.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to the **Hidalgo County Sherriff's Office** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

EXHIBIT "C"

LABORATORY'S RATES

EXHIBIT "C"
L&G ENGINEERING LABORATORY, L.L.C.
LABORATORY RATES FOR FY 2011-2012

Soils Testing

		FY 2011	FY 2012
Moisture Content Determination	ASTM D2216 - Tex-103-E	$9.95/Ea.	$10.10/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$50.09/Ea.	$50.84/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$50.09/Ea.	$50.84/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$75.05/Ea.	$76.18/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$62.63/Ea.	$63.57/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$62.63/Ea.	$63.57/Ea.
Lime Series Testing	Tex-112-E	$505.93Ea.	$513.52/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$200.31/Ea	$203.31/Ea.
Standard Proctor	ASTM D 698	$193.92/Ea.	$196.83/Ea.
Modified Proctor	ASTM D 1557	$200.25/Ea.	$203.25/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	$22.53/Ea.	$22.87/Ea.
Determination of Soil pH	Tex-128-E	$81.40/Ea.	$82.62/Ea.
Soil-Lime Testing	Tex-121-E	$150.22/Ea.	$152.47/Ea.
Resistivity of Soils	Tex-129-E	$91.05/Ea.	$92.42/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$56.28/Ea.	$57.12/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$68.77/Ea.	$69.80/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	$12.54/Ea.	$12.73/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$219.09/Ea.	$222.38/Ea.

Coarse & Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	$43.80/Ea.	$44.46/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$68.77/Ea.	$69.80/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	$531.91/Ea.	$539.89/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$62.63/Ea.	$63.57/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	$12.48/Ea.	$12.67/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**			
Sand Equivalent	ASTM D 2419 - Tex-203-F	$68.77/Ea.	$69.80/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$75.06/Ea.	$76.19/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$43.80/Ea.	$44.46/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$15.02/Ea.	$15.25/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$81.40/Ea.	$82.62/Ea.

Concrete/Masonry Field & Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	**$no charge**	**$no charge**
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$22.48/Ea.	$22.82/Ea.
Air Content (Volumetric)	ASTM C 173	$25.02/Ea.	$25.40/Ea.
Casting of Concrete Cylinders	ASTM C 31	**$no charge**	**$no charge**
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.07/Ea.	$15.22/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	$11.32/Ea.	$11.49/Ea.
Casting of Grout Prisms	ASTM C 1019	**$no charge**	**$no charge**
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$3131./Ea.	$31.78/Ea.
Casting of Mortar Cubes	ASTM C 780	**$no charge**	**$no charge**
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$30.60/Ea.	$31.06/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$218.99/Ea.	$222.27/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$218.99/Ea.	$222.27/Ea.
***(In Conjunction w/ Field Inspection)**			

Pavement Thickness / Asphalt Quality		FY 2011	FY 2012
Coring – ACP Thickness	ASTM D 3549	$62.63/Ea.	$63.57/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	$83.33/Ea.	$84.58/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	$68.82/Pr.	$69.85/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$219.04/Ea.	$222.33Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	$37.56/Ea.	$38.12/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	$81.40/Ea.	$82.62/Ea.

Pavement Investigation	FY 2011	FY 2012
Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index	$469.29/Ea.	$476.33/Ea.

L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.

Personnel:	Engineer (Principal)	$150.22/Hr.	$152.47/Hr.
	Engineering Specialist	$112.61/Hr.	$114.30/Hr.
	Technician (Soils)	$45.07/Hr.	$45.75/Hr.
	Technician (Concrete)	$57.55/Hr.	$58.41/Hr.
	Technician (Asphalt)	$57.55/Hr.	$58.41/Hr.

Engineering Review, Evaluation, Management & Administration	FY 2011	FY 2012
Test Report	$22.23/Ea.	$22.56/Ea.

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:	Mileage	.49/Mi	.50/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become pas due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

^^Fees adjusted approximately 1.5% annually.

EXHIBIT "D"

WORK AUTHORIZATION FORM

EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-00-000-00-00
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, Millennium Engineer Group, Inc.., hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** 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 **Laboratory** is identified in ***EXHIBIT "B" - Scope of Services to be Provided by the Laboratory*** 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 Laboratory 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.__ shall be funded through funding source:

Account No. _-_ _ _ _-_ _ _-_ _-_ _ _ _-_ _ _-_-_ _ _

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No._ Commissioner___ as to content and detail of this Work Authorization No.__.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. __:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)___ as indicated below and effective as of _____ day of _____, 2009.

THE LABORATORY:
Millennium Engineer Group, Inc.

_____
By: _____
Print Name

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Millennium Engineer Group, Inc.**, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ _____ **2009** concerning Laboratory for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

CERTIFICATES OF INSURANCE

Client#: 11734 LGLABOR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/19/2011

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:	
Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	PHONE (A/C, No, Ext): 956 682-9423	FAX (A/C, No): 956871286
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Landmark American Insurance Com	33138
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : Hartford Casualty Ins Co	29424
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

L & G Engineering Laboratory LLC,
2100 W Expressway 83
Mercedes, TX 78570

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	X	LHC730869	07/19/2011	07/19/2012	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X BI/PD Ded:10000						PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
C	AUTOMOBILE LIABILITY	X	X	65UENKN4458	07/19/2011	07/19/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	TSF00010203000	07/23/2011	07/23/2012	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab	X	X	LHC730859	07/19/2011	07/19/2012	$2,000,000. Limit	
A	Pollution Liab	X	X	LHC730859	07/19/2011	07/19/2012	$2,000,000. Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Workers Comp Information **
Voluntary Compensation
Proprietors/Partners/Executive Officers/Members Excluded:
Jacinto Garza, President
Armando Sandoval, Vice President
(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Purchasing Dept/Marth L Salazar, CPPB 2812 S Business Hwy 281 Edinburg, TX 78539	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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AI-28962 **23. D.**

CC REGULAR

Meeting Date: 10/11/2011

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria D. Garcia

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 11:51 AM
Auditor's Office	Arcilia Duran	10/06/2011 02:06 PM
Purchasing Department	Marty Salazar	10/07/2011 11:36 AM

Form Started By: Aida Alvarez Started On: 10/05/2011 10:21 AM

Final Approval Date: 10/07/2011

AI-28964 **23. E.**

CC REGULAR

Meeting Date: 10/11/2011

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Alicia Donias

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 11:52 AM
Auditor's Office	Arcilia Duran	10/06/2011 02:06 PM
Purchasing Department	Marty Salazar	10/07/2011 11:36 AM

Form Started By: Aida Alvarez Started On: 10/05/2011 10:24 AM

Final Approval Date: 10/07/2011

AI-29034 **23. F.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Estate of Claudia Ortiz, deceased, Claudia Linette Chagolla, Sandra Denisee Chagolla, Feliciano Rico, Maria Yolanda Perales Veloz and Jose Miranda

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/07/2011 11:05 AM
Auditor's Office	Arcilia Duran	10/07/2011 11:09 AM
Purchasing Department	Marty Salazar	10/07/2011 11:40 AM

Form Started By: Monica Badillo Started On: 10/07/2011

Final Approval Date: 10/07/2011

AI-29038 **23. G.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-806-07-F; Nicolas Cantu v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/07/2011 01:27 PM
Auditor's Office	Arcilia Duran	10/07/2011 01:39 PM
Purchasing Department	Angela Garcia	10/07/2011 04:50 PM

Form Started By: Monica Badillo Started On: 10/07/2011

Final Approval Date: 10/07/2011

AI-28963 **24. D.**

CC REGULAR

Meeting Date: 10/11/2011

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria D. Garcia

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 11:51 AM
Auditor's Office	Arcilia Duran	10/06/2011 02:06 PM
Purchasing Department	Marty Salazar	10/07/2011 11:36 AM

Form Started By: Aida Alvarez Started On: 10/05/2011 10:23 AM

Final Approval Date: 10/07/2011

AI-28965 **24. E.**

CC REGULAR

Meeting Date: 10/11/2011

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Alicia Donias

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 11:52 AM
Auditor's Office	Arcilia Duran	10/06/2011 02:06 PM
Purchasing Department	Marty Salazar	10/07/2011 11:36 AM

Form Started By: Aida Alvarez Started On: 10/05/2011 10:27 AM

Final Approval Date: 10/07/2011

AI-29035 **24. F.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Estate of Claudia Ortiz, deceased, Claudia Linette Chagolla, Sandra Denisee Chagolla, Feliciano Rico, Maria Yolanda Perales Veloz and Jose Miranda

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/07/2011 11:09 AM
Auditor's Office	Arcilia Duran	10/07/2011 11:34 AM
Purchasing Department	Marty Salazar	10/07/2011 11:40 AM

Form Started By: Monica Badillo Started On: 10/07/2011 11:05 AM

Final Approval Date: 10/07/2011

AI-29037 **24. G.**

CC REGULAR

Meeting Date: 10/11/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-806-07-F; Nicolas Cantu v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/07/2011 01:26 PM
Auditor's Office	Arcilia Duran	10/07/2011 01:39 PM
Purchasing Department	Angela Garcia	10/07/2011 04:50 PM

Form Started By: Monica Badillo Started On: 10/07/2011 01:20 PM

Final Approval Date: 10/07/2011

From:	Richard Sunday
To:	"Monica Badillo"
Cc:	valde.guerra@co.hidalgo.tx.us
Subject:	RE: UniFlex Roof Coating System Contractor Application To Become an Approved Installer/Warranty Tech Service Rep for County Facilities Only
Date:	Thursday, September 29, 2011 5:16:32 PM
Attachments:	UniflexApplication.jpg

Hello Monica,
We've been factory trained by Sherwin-Williams to install their Uniflex Roof Coating System on County-owned facilities. This is important because it will help us save hundreds of thousands of dollars in roof maintenance and repair, as well as enable us to service it ourselves in the future without voiding the warranty. With CC approval, then forwarding this Application to Uniflex, Hidalgo County Facilities Management Dept. will then be an authorized installer and warranty service technician for Uniflex Roof Coating Systems.
Thank you,

Rick Sunday
BS Commerce & Engineering, MBA, Member- Association of Energy Engineers
Infrastructure Systems Div. Mgr., Facilities Mgt., County of Hidalgo
956-289-7858, richard.sunday@co.hidalgo.tx.us: "Lower Total Cost Solutions & Greater Productivity In Facilities Improvement to Meet Internal Customer-focused Needs for a Better Work Environment while Optimizing Tax-payer Dollars."

From: Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
Sent: Friday, August 12, 2011 4:13 PM
To: 'valde.guerra@co.hidalgo.tx.us'
Subject: RE: UniFlex Roof Coating System Information

Thanks. Will do.

From: valde.guerra@co.hidalgo.tx.us [mailto:valde.guerra@co.hidalgo.tx.us]
Sent: Friday, August 12, 2011 12:40 PM
To: Rick Sunday
Subject: Re: UniFlex Roof Coating System Information

Please send to Monica for court action.

Thank you

Sent on the Sprint® Now Network from my BlackBerry®

From: "Richard Sunday" <richard.sunday@co.hidalgo.tx.us>
Date: Fri, 12 Aug 2011 10:53:54 -0500
To: <valde.guerra@co.hidalgo.tx.us>
Subject: FW: UniFlex Roof Coating System Information

Mr. Guerra,
I fully understand how this might have slipped your attention with much more pressing matters at hand. No problem. Just wanted to send a friendly reminder asking for your direction: May I sign it, should you sign it, or does it have to go before CC?
Thanks, Rick

From: Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
Sent: Thursday, July 14, 2011 12:30 PM
To: 'valde.guerra@co.hidalgo.tx.us'
Cc: 'Seferino Garza'; 'Monica Badillo'
Subject: FW: UniFlex Roof Coating System Information

Dear Mr. Guerra,
Back on 26 May, 31 members of my staff were trained on Uniflex Roof Coating Systems by Sherwin-Williams (TXMAS 5-51V010) while installing the system on the Atrium Roof at the Old Admin. Bldg. (PO# 656998). The list of trainees is in the attached file labeled "26May11,HidalgoCountyUniflexProductTraining".

Also attached for your review is the application for Hidalgo County to be registered with Uniflex as an "authorized installer and warranty service rep". Question please: Do I sign and return it, or do you, or does it need CC approval before either of those? Please confirm and advise. Thanks for your guidance.
Respectfully,

Rick Sunday
BS Commerce & Engineering, MBA, Member- Association of Energy Engineers
Infrastructure Systems Div. Mgr., Facilities Mgt., County of Hidalgo
956-289-7858, richard.sunday@co.hidalgo.tx.us: "Lower Total Cost Solutions & Greater Productivity In Facilities Improvement to Meet Internal Customer-focused Needs for a Better Work Environment while Optimizing Tax-payer Dollars."

From: John T. Hull [mailto:John.T.Hull@sherwin.com]
Sent: Wednesday, July 13, 2011 10:29 PM
To: Richard Sunday
Cc: sw7057@sherwin.com; swrep6509@sherwin.com
Subject: RE: UniFlex Roof Coating System Information

Mr. Sunday,

We do not issue individual certificates, only master certificates to the company or group. I have attached our certified contractor application. Please just fill out the top section with the address and contact information you want us to have on file for warranties. Once complete return to me and I will get the certificate issued. The list of attendees will be kept on file as at least one person from that list will have to be on the job at all times in order for us to issue a warranty.

Thank you as well for the referals. I will send the information requested to Sgt. Moncivais and Mr. Tapia. Oscar will contact them to schedule an appointment. I plan to be back in the area in early August so I look forward to the meeting.

I'm glad you like the system so far and I look forward to your crews doing some complete roofs soon.

P.S. Make sure if they apply the emuslion and it sets for longer than a couple of weeks that they rinse the surface off before they coat with elastomeric. The surface can collect dirt which can decrease adhesion of the elastomeric coatings.

John T. Hull

Uniflex Fluid Applied Roofing Systems
KST
A Business Unit of The Sherwin-Williams Company

Cell 504-784-8912
Fax 216-830-0547

-----"Richard Sunday" <richard.sunday@co.hidalgo.tx.us> wrote: -----

To: "'John T. Hull'" <John.T.Hull@sherwin.com>
From: "Richard Sunday" <richard.sunday@co.hidalgo.tx.us>
Date: 07/13/2011 05:06PM
cc: <sw7057@sherwin.com>, "'Oscar Salinas'" <swrep6509@sherwin.com>, "'Seferino Garza'" <seferino.garza@co.hidalgo.tx.us>
Subject: RE: UniFlex Roof Coating System Information

Thanks.

From: John T. Hull [mailto:John.T.Hull@sherwin.com]
Sent: Wednesday, July 13, 2011 4:49 PM
To: Richard Sunday
Cc: sw7057@sherwin.com; Oscar Salinas
Subject: Re: UniFlex Roof Coating System Information

Mr. Sunday,

Thank you for the email. I will follow-up this week. Glad to hear you leaks are a thing of the past!
John T Hull
Uniflex Fluid Applied Roof Systems
A Business Unit of The Sherwin Williams Company

From: "Richard Sunday" [richard.sunday@co.hidalgo.tx.us]
Sent: 07/13/2011 04:32 PM EST
To: "'Juan Tapia'" <juan.tapia@hidalgoso.org>; John Hull
Cc: 7057 SW; 6509 Rep; <seferino.garza@co.hidalgo.tx.us>; "'Leo Moncivais'" <leo.moncivais@hidalgoso.org>
Subject: RE: UniFlex Roof Coating System Information

Thanks Juan. Sgt. Moncivais, if you have any questions or concerns, you can call me as well as Sherwin-Williams. We recently put the Uniflex System on the Atrium Roof at the Old Admin. Bldg. Regards, Rick

---

From: Juan Tapia [mailto:juan.tapia@hidalgoso.org]
Sent: Wednesday, July 13, 2011 3:47 PM
To: 'John T. Hull'
Cc: 'Richard Sunday'; sw7057@sherwin.com; '6509 Rep'; seferino.garza@co.hidalgo.tx.us; 'Leo

Moncivais'
Subject: RE: UniFlex Roof Coating System Information

Sirs,
Please send your product information to the attention of Sgt. Leo Moncivais, Maintenance Supervisor
Sgt. Moncivais can be reached at E-mail: leo.moncivais@hidalgoso.org Tel No. (956)-381-7930.
Should you have any questions or required additional information, please contact us.
Respectfully,

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office
Tel (956)-292-2930 Fax (956)-292-2932
E-mail: juan.tapia@hidalgoso.org

Cc: sw7057@sherwin.com; '6509 Rep'; seferino.garza@co.hidalgo.tx.us; 'Juan Tapia'
Subject: Certificates for Hidalgo County Facilities Mgt. Techs attending the 26 May UniFlex Roof Coating System

Hello John, Oscar, & Tanner,
Attached is the list of trainees who completed the program. We would prefer individual certificates, as well as one saying "Facilities Management Dept., Hidalgo County, Texas" if that's okay with you and yours. Also, I'm happy to report the Atrium Roof at the Old Admin. Bldg. "partially" covered with just the asphalt emulsion and tela in the Uniflex Roof Coating System did not leak during the recent rainstorms. We were finally able to finish it last week. I'm on the lookout for additional projects like the County Jail.

I mentioned your product to Chief Martinez (2nd in command) and Juan Tapia (buyer) over there and told them they could get their maintenance staff trained as well. We should go look at it the next time your in town. In the interim, you should e-mail product info to Juan Tapia (address in cc section above). He wants to learn more about Uniflex.
Regards,
Rick Sunday
BS Commerce & Engineering, MBA, Member- Association of Energy Engineers
Infrastructure Systems Div. Mgr., Facilities Mgt., County of Hidalgo
956-289-7858, richard.sunday@co.hidalgo.tx.us: "Lower Total Cost Solutions & Greater Productivity In Facilities Improvement to Meet Internal Customer-focused Needs for a Better Work Environment while Optimizing Tax-payer Dollars."

From: Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
Sent: Wednesday, May 25, 2011 7:50 AM
To: 'John T. Hull'
Subject: RE: Status review

Great.

From: John T. Hull [mailto:John.T.Hull@sherwin.com]
Sent: Tuesday, May 24, 2011 11:37 PM
To: Richard Sunday
Cc: 6509 Rep; 'Seferino Garza'
Subject: Re: Status review

No problem with two sessions. We can do a few squares with each group. Thank you for the photos.

John T Hull

From: "Richard Sunday" [richard.sunday@co.hidalgo.tx.us]
Sent: 05/24/2011 08:39 AM EST
To: John Hull
Cc: 6509 Rep; "'Seferino Garza'" <seferino.garza@co.hidalgo.tx.us>
Subject: RE: Status review

Washing off roof today so it'll be dry by Thurs. Typically no ponding water on this roof section. Pictures attached. In agreement about "no classroom". We'll hold class up on the roof. Only problem is, we'll need to do two sessions to accommodate the 16 men to be trained, 8 at a time on the roof for safety. I'm thinking we can do them back to back in a few hours. Thanks.

From: John T. Hull [mailto:John.T.Hull@sherwin.com]
Sent: Monday, May 23, 2011 5:44 PM
To: Richard Sunday
Cc: '6509 Rep'; 'Seferino Garza'
Subject: RE: Status review

Mr. Sunday,

I don't feel that a classroom style training is necessary at this point. Your crew is familiar with fluid applied roofing due to their experience with Hydro Stop. I want to get them on the roof and show the differences in products and application methods. All we will be doing Thursday is sealing details and applyling emulsion/fabric base coat. The emulsion will need two weeks to cure before elastomeric can be applied.

If possible please send me an overall photo of area to be roofed so that I can be prepared. I don't recall if ponding water was present on this roof, if so we may need to install some CDX plywood to build up any low areas before we install emulsion. Please have your crew remove all loose gravel and power wash Tuesday or Wednesday. The roof needs to be dry when we start. Once emulsion is installed roof will be dry.
I have given Oscar a list of what we will need on hand to commence with work. Please let me know if you have any other questions.

Thank you,
John T. Hull

Uniflex Fluid Applied Roofing Systems
KST
A Business Unit of The Sherwin-Williams Company

Cell 504-784-8912
Fax 216-830-0547

-----"Richard Sunday" <richard.sunday@co.hidalgo.tx.us> wrote: -----

To: "'John T. Hull'" <John.T.Hull@sherwin.com>, "'6509 Rep'" <swrep6509@sherwin.com>
From: "Richard Sunday" <richard.sunday@co.hidalgo.tx.us>
Date: 05/23/2011 10:07AM
cc: "'Seferino Garza'" <seferino.garza@co.hidalgo.tx.us>
Subject: RE: Status review

Thanks. I thought we were having a 1-2 hour training session first, then starting the job? Should we start at 7am with the training, then be at the

jobsite by 9am?

-----Original Message-----
From: John T. Hull [mailto:John.T.Hull@sherwin.com]
Sent: Monday, May 23, 2011 9:57 AM
To: Richard Sunday; 6509 Rep
Subject: Re: Status review

Mr. Sunday,

Thank you for the response. We must do the detail and dry-in portion Thursday morning. I must leave the Valley early Thursday afternoon. I will be back in Corpus the following week should there be a problem that requires follow-up. This is a fairly easy process and I don't anticipate your crew will have any challenges. I would like to get started by 7:30, no later than 8:00 on Thursday. I will call you today to discuss What prep work should be done in advance.
Thank you,

John T Hull

----- Original Message -----
From: "Richard Sunday" [richard.sunday@co.hidalgo.tx.us]
Sent: 05/23/2011 09:47 AM EST
To: 6509 Rep; John Hull
Subject: RE: Status review

Thanks a bunch. It's not a disaster if we do it on Friday, per chance that works better for John. However, I'm thinking Thurs. is better per chance we need two days to do the job and require guidance on day 2. Just let me know. Thanks.

-----Original Message-----
From: 6509 Rep [mailto:swrep6509@sherwin.com]
Sent: Monday, May 23, 2011 9:05 AM
To: Rick Sunday; John Hull
Subject: Status review

Mr. Sunday the uniflex order is in and after a great effort from John Hull in changing his schedule around and making a special trip to the valley , he will be here thursday to accommodate your request .

I want to make sure we make the best of his time in the valley this thursday so I will relay his arrival time as soon as it is final .

Also we need to make sure the roof is clean/dry and ready for application beforehand.

Please advise that all will be ready for our meeting on that day.

Oscar Salinas
3500 North 10 th
Mcallen Texas 78501
Cell 956-227-7095

Email swrep6509@sherwin.com

Senior Sales Representative
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South Texas

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