AI-31035 **6. B.**

CC REGULAR

Meeting Date: 02/28/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Facilities Management:
1. Presentation and acceptance of incentive rebate check in the amount of $658.50 from AEP Texas Commercial Solutions Program in connection with energy efficiency program
2. Approval of 2012 AEP Texas Central MOU for the SCORE/CitySmart Program aimed at improving energy efficiency

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-227-30-000-021-0-000

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

BUDGETARY IMPACT:

Receipt No. 152510

Attachments

letter
ck
pcr
receipt
mou

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/10/2012 01:04 PM
Olga Garza	Olga Garza	02/16/2012 02:35 PM
Auditor's Office	Arcilia Duran	02/21/2012 01:58 PM
Purchasing Department	Marty Salazar	02/22/2012 01:58 PM

Form Started By: Monica Badillo Started On: 02/10/2012 11:03 AM

Final Approval Date: 02/22/2012



12/16/2011

Richard Sunday
100 North Closner Blvd
Weslaco, TX 78539

Dear Richard Sunday,

Congratulations on an outstanding accomplishment in the AEP Texas Commercial Solutions℠ Program! As you know, Commercial Solutions is an energy efficiency program sponsored by AEP Texas to help counties and local businesses reduce energy operating costs. The Program offers a breadth of NO-COST services and assistance, including:

- Technical assistance
- Cash incentives
- Communications support

Results from 2011 Commercial Solutions℠ Participation:

AEP Texas is excited to present Hidalgo County with an incentive check for $658.50. While the incentive check is intended to help motivate energy efficiency upgrades within your organization, the check represents a fraction of what the total energy savings will be from these improvements.

Beyond the financial benefits of energy efficiency, the Commercial Solutions Program can help partners improve the comfort and productivity of office spaces, help reduce the ecological and community impact of operating facilities, and generate positive publicity with key stakeholders.

Please expect your AEP Texas incentive within the next 4 to 6 weeks. If your organization has elected to participate in the AEP Texas electronic funds transfer program, your incentive will be deposited directly into the registered bank account. If you are not enrolled in this program you will receive the incentive in the form of a check via US mail.

Again, congratulations on a fantastic achievement!

Regards,

Russell Bego
Program Manager
AEP Texas

Vouchers For a Payment

Back To Payment Inquiry

Bank Name: Citibank, N.A.

Bank Account #: 38647985

Pay Cycle: PYMT **Seq Num:** 2468

Vendor Name: HIDALGO COUNTY

Address: 100 N CLOSNER BLVD

WESLACO TX 78539 USA

Payment Amount: 658.50 USD **Payment Method:** CHK

Description

Pymnt Ref ID: 3000117289

Accounting Date: 12/20/2011

Payment Date: 12/20/2011

Days Outstanding: 21

Payment Clear Date: 01/10/2012

Reconcile Date: 01/11/2012

Recon Status: REC

Value Date: 12/20/2011

Business Unit	Voucher ID	Advice Seq	Advice Date	Invoice Number	Gross Paid Amount	Paid Amount	Currency	D
211	00480273	1	12/19/2011	AEPTCCCOMSOLMTPWESLACOROOFING	658.50	658.50	USD	

AEP TEXAS®
A unit of American Electric Power

Project Completion Report

AEP TCC

2011 Commercial Solutions SM Program

Partner Name:	Hidalgo County		
Partner Contact:	Richard Sunday	Phone:	956-289-2858
CLEAResult Contact:	Ryan Smith		

This Project Completion Report lists the project(s), demand savings, energy savings, and amount of incentive paid to your organization. Congratulations on your energy efficiency accomplishment!

Project Site	Project Measure	Project ID	Project Type	kW	kWh	Incentive*
County Autopsy	ES Roof Coating + Insulation	TCC-ComSol-11-HidCo-002	Retrofit	4.39	1,540	$658.50
Totals				4.39	1,540	$658.50

Based on your total estimated annual kWh savings, your total greenhouse gas reduction is:

1.06 Metric tons of Carbon Dioxide Equivalent

That is equivalent to eliminating the annual greenhouse gas emissions of:

0.21 Passenger vehicles

119.70 Gallons of gasoline

0.13 Homes

(Source: http://www.epa.gov/cleanenergy/energy-resources/calculator.html on 3/15/2011)

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

eceived From: AEP FACILITIES MANAGEMENT 12/19/11 **Receipt No: 152510**

3000117289 INV#AEPTCCCOMSOLMTPW VNDR#0000171712 2-1100-227-30-000-021-0-000 Date 01/06/12

658.50

Check Total	658.50	**Total:**	**658.50**
Cash Total	.00		
Credit Total	.00		
Other Total	.00		

Report Date 01/06/12

Hidalgo County
Cash Receipts Edit List

Receipt / Line	Date / Account No\Description	Received From / Notation	Bank / Item Description	Debit	Credit
Batch:	**2 5129**	**Account Period 01**			
152509	01/06/12	93RD D.C. TEXAS LAWYER'S INS.EXCHANGE	01		
1	2-1100-115-00-000-000-0-000 GEN FUND-ACCO 21086		2011 DISTRIBUTION 93RD DIST.COURT		
	2-1100-101-00-000-000-0-000 GEN FUND-CASH		Deposit:	139.40	139.40
152510	01/06/12	AEP FACILITIES MANAGEMENT 12/19/11	Receipt Total: 01	139.40	139.40
1	2-1100-227-30-000-021-0-000 GEN FUND-UNDI 3000117289		INV#AEPTCCCOMSOLMTPW VNDR#0000171712		
	2-1100-101-00-000-000-0-000 GEN FUND-CASH		Deposit:	658.50	658.50
152511	01/06/12	EL PASO E & P COMPANY, L.P. ROYALTIES	Receipt Total: 01	658.50	658.50
1	2-1100-115-00-000-000-0-000 GEN FUND-ACCO 0005328235		COUNTY ROYALTIES		
	2-1100-101-00-000-000-0-000 GEN FUND-CASH		Deposit:	403.90	403.90
152512	01/06/12	CM HEALTH DEPT. EDINBURG 01/04/12	Receipt Total: 01	403.90	403.90
1	2-1100-345-22-340-000-0-000 RESTAURANT IN CM		01/04/12 #58543 - 58632 / 44200932		
	2-1100-101-00-000-000-0-000 GEN FUND-CASH		Deposit:	650.00	650.00
2	2-1100-345-23-340-001-0-000 FOOD HANDLER' CM		01/04/12 #58543 - 58632 / 44200932		
	2-1100-101-00-000-000-0-000 GEN FUND-CASH		Deposit:	810.00	810.00
152513	01/06/12	INSURANCE DEPT. RETIREE 01/05/12	Receipt Total: 05	1,460.00	1,460.00
1	2-3403-202-50-000-116-0-000 HIDALGO COUNT 2140		02/2012 LEAL,ELVA		
	2-3403-101-00-000-000-0-000 GROUP INS FUND-CASH		Deposit:	378.00	378.00
2	2-3403-202-50-000-116-0-000 HIDALGO COUNT				
	2-3403-101-00-000-000-0-000 GROUP INS FUND-CASH		Deposit:	.00	.00
152514	01/06/12	INSURANCE DEPT. RETIREE 01/05/12	Receipt Total: 05	378.00	378.00
1	2-3403-202-50-000-116-0-000 HIDALGO COUNT 14412935470		01/2012-02/2012 MENDIOLA,FILIBERTO		
	2-3403-101-00-000-000-0-000 GROUP INS FUND-CASH		Deposit:	62.00	62.00
152515	01/06/12	INSURANCE DEPT. RETIREE 01/05/12	Receipt Total: 05	62.00	62.00
1	2-3403-202-50-000-116-0-000 HIDALGO COUNT 1180		02/2012 RUIZ,ARMANDO R.		
	2-3403-101-00-000-000-0-000 GROUP INS FUND-CASH		Deposit:	347.00	347.00
152516	01/06/12	INSURANCE DEPT. L.W.O..P 01/04/12	Receipt Total: 05	347.00	347.00

Check Date: 12/20/2011

Check No. 3000117289

Invoice Number	Invoice Date	PO Number	Voucher ID	Gross Amount	Adjustments	Paid Amount
AEPTCCCOMSOLMTPW	12/19/2011		00480273	658.50	0.00	658.50

RECEIVED BY
HIDALGO COUNTY TREASURER
2012 JAN 5 PM 3 07

Vendor Number	Vendor Name	
0000171712	HIDALGO COUNTY	
Total Amount	Total Adjustments	Total Paid Amount
$658.50	$0.00	$658.50

AEP Texas Central Company-Dist
P O Box 24400
Canton, OH 44701
877/286-2729

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND

AEP AMERICAN ELECTRIC POWER

AEP TEXAS CENTRAL COMPANY-DIST
P O Box 24400
Canton, OH 44701

CITIBANK, N.A.
New Castle, DE 19720
62-20/311

3000117289
Date 12/20/2011

$658.50
DOLLAR SIX FIVE EIGHT PERIOD FIVE ZERO

Pay ****SIX HUNDRED FIFTY-EIGHT AND 50 / 100 DOLLAR****

To The Order Of
HIDALGO COUNTY
100 N CLOSNER BLVD
WESLACO, TX 78539

Pay Amount $658.50***

Julie Williams
Authorized Signature

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER - HOLD TO LIGHT TO VIEW

⑈3000117289⑈ ⑆031100209⑆ 3864798 5⑈

2012 AEP Texas Central Memorandum of Understanding (MOU)
SCORE℠/CitySmart® Program

AEP TEXAS
A unit of American Electric Power

AEP Texas Central Company is proud to offer the SCORE/CitySmart Program, aimed at improving the energy efficiency of educational and governmental facilities located within its service territory. AEP Texas Central has contracted with CLEAResult to sponsor, promote, and administer the Program.

_____, (herein referred to as "Partner") recognizes that it is a willing participant of this **no cost** program designed to help reduce energy bills for our facilities, freeing up operating dollars for other needs AND improving the usability and comfort of our facilities. This Memorandum of Understanding reflects the **voluntary collaborative** between your organization and the SCORE/CitySmart Program and details the commitments of each party in order to improve energy efficiency in your facilities. *The Program agrees to provide these services at no cost to the Partner with the understanding that the Partner will exert its best efforts to complete the applicable steps below and implement cost-effective energy efficiency recommendations. Projects being submitted to the 2012 SCORE/CitySmart Program must be completed by* **November 30, 2012** *to allow time for post-installation inspections to occur before the end of the calendar year.*

DESCRIPTION OF COMMITMENTS

The SCORE/CitySmart Program will assist the Partner to identify cost effective energy efficiency improvements that can help to make facilities less costly to operate and more comfortable to use. To achieve potential energy savings and facility improvements, the Program and Partner have agreed to work together to complete some or all of the following tasks according to the specific needs identified for your organization:

- Identify and assess energy efficiency measures
- Develop and adhere to an Energy Master Plan that outlines administrative and financial decision-making criteria for energy efficiency improvements, installation of energy efficiency measures, and maintenance and operation procedures in order to success in implementing a cost-effective energy program in a timely manner
- Implement energy efficient operations and maintenance practices and procedures identified during walk-through energy assessments of specific utility(s)
- Locate funding sources to enable the Partner to complete capital projects
- Use utility incentives to buy-down the capital cost of energy efficient systems

PRINCIPLES OF AGREEMENT

Specific responsibilities of the Partner and the Program in this agreement are listed below.

- Partner will select two contact persons to work with the SCORE/CitySmart Program throughout the term of the Partnership, including a representative from both the Facilities/Energy Management Department and the Finance/Business Department.
- If the Program elects to provide energy performance benchmarking of Partner's existing facilities, then the Parter agrees to provide the needed energy usage and building information required to complete this analysis. The SCORE/CitySmart Program will then develop a benchmarking report for the Partner illustrating the energy usage for the specified facilities.
- If the Program elects to provide assistance with the development of an Energy Master Plan, Partner agrees to attend a facilitated workshop in order to help this document and process. Partner will strive to finalize any draft Energy Master Plans that are provided by the Program and will ask that senior management endorse and approve this plan.

SCORE℠ City Smart℠

- The SCORE/CitySmart Program will provide Partner incentives up to $250,000 to provide a minimum 10% demand reduction on projects completed no later than September 30, 2012.
- Partner will make its best effort to complete and submit relevant Project Application Forms including post-implementation documentation for each project in a timely manner. Please note that direct customer participation in the SCORE/CitySmart Program, the Project Application process is required in order to receive a financial incentive for your projects.
- Partner acknowledges that projects that receive incentives in the SCORE/CitySmart Program would not have been accomplished, or would have been completed at a higher efficiency, but for the incentive and other services provided by this Program.
- Partner will assist the Program in the Partner's name to promote participation in the Program to target market groups, potential program partners, industry associations, local governments, and the general public.

ACCEPTANCE OF AGREEMENT

By executing on the following page, your organization accepts this agreement with the SCORE/CitySmart Program sponsored by AEP Texas Central. This agreement should be signed by your organization's superintendent, director of school operations, city manager, assistant city manager, county judge, or similar and is valid for the length of the 2012 program year. For your convenience, your organization's participation in the SCORE/CitySmart Program will continue automatically from year to year unless you have cancelled in the program.

AEP TEXAS
A unit of American Electric Power

Partner	CLEAResult
Signature:	Signature:
Printed Name:	
Title:	
Company Name:	AEP Texas Program Manager
Address:	CLEAResult
City, State, ZIP:	4301 Westbank Dr Bldg A – Ste 250
Phone:	Austin, TX 78746
Fax:	
Email:	Date:
Date:	

Please identify one individual from the Facilities/Energy Management Department and one individual from the Business/Finance Department who will be the main points of contact while working with the Program.

Facilities/Energy Management Point of Contact:

Name (Mr./Mrs./Ms./Dr.):	Title:
Organization:	Phone:
Address:	Fax:
City, State, ZIP:	Email:

Business/Finance Point of Contact

Name (Mr./Mrs./Ms./Dr.):	Title:
Organization:	Phone:
Address:	Fax:
City, State, ZIP:	Email:

Please send completed MOU to:

CLEAResult
ATTN: AEP Texas Team
4301 Westbank Dr, Bldg A – Ste 250
Austin, TX 78746
Fax: 866.740.7210
Email: AEP-Efficiency@CLEAResult.com

SCORE & CitySmart Program:
Project Opportunity Identification Form

Organization Name:	Hidalgo County
Your Name:	Erik Sunday, Fac. Mgt. / County of Hidalgo, TX
Date Completed:	23 JAN 2012

Instructions: Please provide as much detail as possible on each of your organization's potential energy efficiency projects (both new construction and equipment replacement). To be eligible in the SCORE/CitySmart Program, projects must result in reduced peak kW demand. Please list potential projects your organization could undertake, even if they are not yet certain. We will use this list to help you: 1.) prioritize your opportunities by potential energy savings, 2.) evaluate the cost-effectiveness of projects, and 3.) secure commitments from your organization to undertake sensible projects. Please contact your program representative if you have questions.

Building/Project Location	Physical Address	ESI ID# (From electric bill)	Measure	Project Type	Est. Start Date	Est. Finish Date	Probability of Project Taking Place (%)	Description & Comments	Next Steps
County Autopsy			LTG	NC		Mar-2012			
County Autopsy			HVAC	NC		Mar-2012			
Court House			RFG	RTR		Nov 2012			
Pct. 4 New Admin			LTG	NC		Nov 2012			
Old Admin 1st & 2ND Flr			LTG	NC		Nov 2012			
" " " " "			HVAC	NC		Nov 2012			
Elections Warehouse Addition			LTG	NC		Apr-2012			
" " "			HVAC	NC		Apr-2012			
"M" Rd Renovation & Addition			LTG	NC		Nov 2012			
			LTG HVAC	NC		Nov 2012			

Benchmarking Summary

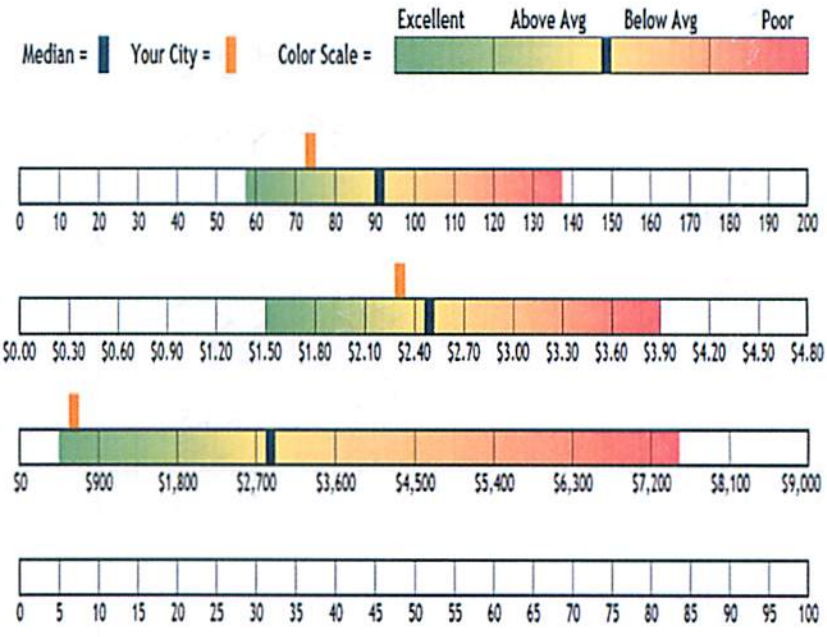
AEP Texas CitySmart Program

Benchmarked on:	6/8/2011
Re-benchmarked on:	Never re-benchmarked
Candidate for re-benchmarking this year?	NO
	Should consider re-benchmarking in 2013.
Attended Energy Master Plan Workshop on:	6/8/2011

Energy Performance Benchmarking Analysis

County-Wide Summary / Hidalgo County

CLEAResult Benchmarks	Median*	Your County
Energy Use Index (kBtu/sq.ft)	92.4	73.9
Energy Cost Index ($/sq.ft)	$2.49	$2.29
Energy Cost per Occupant	$2,900	$597
EPA Portfolio Manager Score	N/A	N/A



** Median for a similar profile of municipal buildings in your climate region*

District Characteristics		Monthly Utility Data						Annual Energy Use/Cost Summary	
		Month	kWh	kW	Cost	Therms	Cost		
Type of Building	All Bldgs	Feb-10	1,016,441	1,723	$119,264	102	$124	Usage- Electricity (kWh)	15,004,192
Year Built	N/A	Mar-10	937,263	1,707	$107,608	0	$38	Usage- Gas (therms)	133
Floor Area (sq. ft.)	693,389	Apr-10	1,079,804	2,226	$127,070	2	$40	Usage- Electricity (MMBtu)	51,194
Weekly Operating Hours	55	May-10	1,241,512	1,930	$140,018	4	$41	Usage- Gas (MMBtu)	13
Number of Occupants	2,655	Jun-10	1,328,699	2,164	$150,330	3	$40	Usage- Total Energy (MMBtu)	51,208
Number of PCs	1,322	Jul-10	1,876,618	2,012	$182,908	2	$80	Usage- Electricity % of Total	100%
Percent Cooled	100	Aug-10	1,294,562	2,016	$150,511	3	$40	Cost- Electricity ($)	$1,584,313

AI-31169 **6. C.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: VALDE GUERRA

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Annual Museum Funding Agreement between County of Hidalgo and Museum of South Texas History for year 2012 in the amount of $ 360,000.00.

BACKGROUND

Acct. #2-1100-451-32-125-021-0-843 - $ 360,000.00 available

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-451-32-125-021-0-843

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

BUDGETARY IMPACT:

HISTORICAL MUSEUM-AID TO NONGOVT AGENCY
$ 360,000.00 available as of 02-24-2012

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/22/2012 02:22 PM
Rosalinda Cantu	Rosie Cantu	02/24/2012 01:45 PM
Purchasing Department	Angela Garcia	02/24/2012 03:38 PM

Form Started By: Monica Badillo Started On: 02/22/2012

Final Approval Date: 02/24/2012

STATE OF TEXAS §
§
COUNTY OF TEXAS §

MUSEUM FUNDING AGREEMENT

This Museum Funding Agreement (the "Agreement") is made and entered into on this 28th day of February, 2012 but is made effective the 1st day of January, 2012, by and between the County of Hidalgo, Texas, a political subdivision of the State of Texas hereinafter referred to as the "County" and the Museum of South Texas History, a Texas non-profit corporation hereinafter referred to as the "Museum".

W I T N E S S E T H:

WHEREAS, County is authorized to operate and maintain parks, playgrounds and historical museums, pursuant to Tex. Loc. Gov. Code 331.001, et seq., and may, in connection with the authority to establish museums, acquire and display collections, books, paintings, sculptures, coins and other objects of historical significance to the County; and

WHEREAS, as consideration for the Museum to provide the services of a County historical museum located in Edinburg, Hidalgo County, Texas which is open to the public, County desires to provide financial support to the Museum; and

WHEREAS, County desires to assist Museum by providing funding for use by the Museum in operating its facilities during the calendar year 2012.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Museum agree as follows:

1. **Obligation of Museum.** During the period of this Agreement, Museum agrees to provide a historical Museum for all persons in Hidalgo County. The Museum will be open to the public on a regular basis on days and at times that are reasonably set by the Board of Trustees of the Museum. Museum agrees to display collections, historical books, paintings, sculptures, coins and other objects or collections of historical significance to the public at the Museum site and agrees to continue to acquire such items, objects and collections of historical significance. In addition, Museum agrees to use the funds provided by County pursuant to this Agreement to operate a historical museum for the purposes of acquiring, constructing, maintaining, and displaying to the public permanent exhibits of historical significance to the County.

2. **Museum Programs.** Museum also agrees to periodically conduct programs related to significant areas of interest in the history of Hidalgo County, Texas during the period of this Agreement.

3. **Consideration.** As consideration for the above and foregoing services that are provided for and on behalf of County, County agrees to pay Museum the sum of Three Hundred Sixty Thousand and 00/100ths Dollars ($360,000.00), payable in twelve (12) equal monthly installments, beginning January 1, 2012 and ending December 31, 2012.

4. **Term.** The period of this Agreement will be for one (1) year, commencing on January 1, 2012 and ending December 31, 2012.

5. **Liability for Museum Operation.** Museum assumes full responsibility and liability for conducting the programs and for any damage to the historical building site, the adjacent improvements occupied by Museum, or any of the personal property located upon the premises, including, but not limited to, all collections and items of historical significance, which may occur as a result of the public's use of the Museum.

6. **Indemnity.** Museum assumes and agrees to hold County harmless from any liability connected with any injury, death or damage to any person or property which may arise from or occur in connection with the maintenance, operation and use of the historic Museum site and any of the adjacent buildings utilized by Museum to perform the services provided by it, pursuant to sections 1 and 2 above. Museum will indemnify and hold County harmless from any and all damage arising from any injury, death or damage which may arise from an injury, death or damage to any person or item of property which occurs as a result of Museum's operation and use of the Museum's property that is utilized to perform and present the services set forth in sections 1 and 2 above. Museum agrees to purchase liability insurance to fully protect it and County from any such injury or damages in at least the amount prescribed by the Texas Tort Claims Act, Tex. Civ. Prac. and Rem. Code §101.001 et seq., as now existing or hereinafter amended, replaced or recorded.

7. **No Restriction on County.** No provision of this Agreement will restrict or deprive County of any powers or other lawful authority which it may presently posses with regard to the establishment or maintenance of other museum or the collection of any items related to the history of Hidalgo County or the South Texas area.

8. **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 and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or 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. **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.

10. **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 County and Museum, and not otherwise.

11. **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.

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

If to County: Hidalgo County, Texas
Attention: County Judge
P.O. Box 1356
Edinburg, Texas 78540-1356

If to Museum: Museum of South Texas History
Attention: Executive Director
200 N. McIntyre
Edinburg, Texas 78541

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.

13. **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.

14. **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.

15. **Assignment.** This Agreement shall not be assignable.

16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

17. **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.

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

19. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

20. **Record Keeping and Audit.** Museum agrees to maintain records and reports as are necessary to establish the use of County funds under this Agreement for the purposes outlined in section 1 of this Agreement, and agrees to make those records and reports available to the County, and other local, state or federal agency or authority that may exercise jurisdiction over County funds. In addition, Museum agrees to comply with the reasonable requirements and standards of the Hidalgo County Auditor with respect to accounting for and reporting funds provided by County. Funds provided to Museum hereunder must be used in an activity that meets one of the objectives listed in Tex. Loc. Govt. Code §318.011 and 331.001, et. seq.

WITNESS THE HANDS OF THE PARTIES and effective as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

Museum of South Texas History

By:_____
Spencer Bell, Chairman, Board of Trustees

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

District Attorney's Office

BY:_____
Josephine R. Solis

AI-31225 **6. D.**

CC REGULAR

Meeting Date: 02/28/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Environmental Compliance:
Approval to authorize and designate a county representative/official to sign all required forms related to Environmental Compliance Regulations (i.e. Tier 2 forms, tank registration forms, air curtain incinerator forms, etc.)

BACKGROUND

Attachments

form
form
form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/24/2012 03:29 PM
Purchasing Department	Angela Garcia	02/24/2012 03:38 PM

Form Started By: Monica Badillo Started On: 02/24/2012 03:24 PM

Final Approval Date: 02/24/2012

Customer No.: C N_____ Regulated Entity No.: R N_____

T C E Q - ABOVEGROUND STORAGE TANK REGISTRATION FORM

For Use in TEXAS

Texas Commission on Environmental Quality

• ***Please mail completed form to:***
Petroleum Storage Tank Registration Program (MC-138)
Texas Commission on Environmental Quality
P. O. Box 13087 **fax:(512)239-3398**
Austin, Texas 78711-3087
(512) 239-2160 *MAKE A COPY OF FORM FOR YOUR RECORDS*

TCEQ Facility ID No. :
TCEQ Owner ID No. :
Federal Tax ID No. :

1. TANK OWNER INFORMATION

TANK OWNER BUSINESS OR LAST NAME: | TANK OWNER FIRST NAME

OWNER MAILING ADDRESS:

CITY: STATE: ZIP CODE:

COUNTRY (OUTSIDE USA) | E-MAIL ADDRESS

OWNER'S AUTHORIZED REPRESENTATIVE: TITLE: TELEPHONE NO.:

STATE FRANCHISE TAX ID | DUNS NO

TYPE OF TANK OWNER:
☐ Sole Proprietorship ☐ Individual ☐ Corporation ☐ Federal Gov't ☐ State Gov't ☐ Local Gov't ☐ County Gov't ☐ City Gov't ☐ Other (specify):

LOCATION OF RECORDS:
☐ At facility ☐ Offsite at:

OFFSITE RECORDS LOCATION ADDRESS CITY STATE

RECORDS CUSTODIAN/CONTACT PERSON: TELEPHONE NO.

FAX NO : | INDEPENDENTLY OWNED & OPERATED ☐ YES ☐ NO

NUMBER OF EMPLOYEES
☐ 0-20 ☐ 21-100 ☐ 101-250 ☐ 251-500 ☐ 501 & HIGHER

2. FACILITY INFORMATION

FACILITY NAME:

PHYSICAL LOCATION:

CITY: ZIP CODE:
TEXAS

ON-SITE CONTACT PERSON TITLE: TELEPHONE NO.:

E_MAIL ADDRESS: | FAX NUMBER

COUNTY

LATITUDE Degrees | Minutes | Seconds

TYPE OF FACILITY:
☐ Retail ☐ Farm or Residential ☐ Wholesale ☐ Fleet Refueling ☐ Aircraft Refueling ☐ Indian Land ☐ Indust./Mfg./Chem. Plant ☐ Watercraft Fueling ☐ Other *(specify)*: _____

Number of regulated U S Ts at this facility:_____

Number of regulated A S Ts at this facility:_____

PRIMARY S I C CODE | SECONDARY S I C CODE

PRIMARY N A I C S CODE | SECONDARY N A I C S CODE

LONGITUDE Degrees | Minutes | Seconds

3. TANK OPERATOR*INFORMATION ☐ (mark here if same as owner)

** "Operator" means any person in day-to-day control of, and having responsibility for, the daily operation of the A S T system.*
TCEQ Operator I D No.: _____ (Assigned by TCEQ) Customer No.: C N_____

TANK OPERATOR NAME: *(DO NOT LIST EMPLOYEES OF OPERATOR)*

MAILING ADDRESS:

CITY: STATE: ZIP CODE:

OPERATOR'S AUTHORIZED REPRESENTATIVE: TITLE: TELEPHONE NO.:

TYPE OF TANK OPERATOR:
☐ Sole Proprietorship ☐ Individual ☐ Corporation ☐ Federal Gov't ☐ State Gov't ☐ Local Gov't ☐ County Gov't ☐ City Gov't ☐ Other (specify): _____

Date listed person became operator:___ ___ ___

4. REGISTRATION STATUS

REASON FOR SUBMITTING FORM *(Mark all that apply)*:
1 ☐ Initial Registration
2 ☐ AST Ownership Change *(New Owner indicate effective date:)* . . . . . ___ ___ ___
3 ☐ Amendment of:
A ☐ Owner Information Update B ☐ Facility Information Update C ☐ Tank Information Update
4 ☐ Other *(specify)*: _____

5. OWNER CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.

PRINTED NAME OF OWNER/OPERATOR (OR AUTHORIZED REPRESENTATIVE) **TITLE**

SIGNATURE OF OWNER/OPERATOR (OR AUTHORIZED REPRESENTATIVE) **DATE OF SIGNATURE (PLEASE PRINT)** ___/___/___

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512/239-2160.

Reset Page One

Reset Page Two

TCEQ Facility ID No_____

TCEQ - AST REGISTRATION FORM

6. TCEQ PROGRAMS IN WHICH THIS REGULATED ENTITY PARTICIPATES

Not all programs have been listed. Please add to this list as needed. If you don't know or are unsure, please mark "unknown".

☐ Animal Feeding Operation	☐ Petroleum Storage Tank	☐ Water Rights
☐ Title V - Air	☐ Wastewater Permit	☐ _____
☐ Industrial & Hazardous Waste	☐ Water Districts	☐ _____
☐ Municipal Solid Waste	☐ Water Utilities	☐ Unknown
☐ New Source Review - Air	☐ Licensing - Type (S)	

TCEQ ABOVEGROUND (AST) GENERAL INFORMATION

Who Must Register? Registration is required by Title 30 TAC, Chapter 334, Subchapter F, Section 334.123 for all aboveground storage tanks (ASTs) that have been used to store a regulated petroleum product that are in existence as of September 1, 1989, or that are brought into use after September 1, 1989. The deadline for registering existing tanks was March 1, 1990. Owners who put tanks into use after March 1, 1990 must register their tanks with the Texas Commission on Environmental Quality within 30 days from the date any regulated product is placed into the tank.

Which Tanks Are Regulated? AST is defined as a non-vehicular device that is made of non-earthen materials; located on or above the surface of the ground or on or above the surface of the floor of a structure below ground, such as a mineworking, basement, or vault; and designed to contain an accumulation of petroleum. Only AST's with a capacity greater than 1100 gallons are regulated.

What Petroleum Products Are Regulated? Petroleum product means a product that is obtained from distilling and processing crude oil and that is capable of being used as a fuel for the propulsion of a motor vehicle or aircraft, including:

1.motor gasoline;
2.gasohol, and other blended fuels;
3.aviation gasoline;
4. kerosene;
5.distillate fuel oil; and
6.diesel #1 and #2.

The term does not include naphtha-type jet fuel, kerosene-type jet fuel, waste oil, or a petroleum product destined for use in chemical manufacturing or feedstock of that manufacturing.

Which Tanks Are Exempt? The following ASTs are exempt from regulation under this program:

1. a farm or residential AST with a capacity of 1,100 gallons or less used for motor fuel for noncommercial purposes;
2. a tank used for storing heating oil for consumptive use on the premises where stored;
3. a septic tank;
4. a surface impoundment, pit, pond, or lagoon;
5. a stormwater or wastewater collection system;
6. a flow-through process tank;
7. a tank, liquid trap, gathering line, or other facility used in connection with the exploration, development, or production of oil, gas, or geothermal resources, or any other activity regulated by the Railroad Commission of Texas pursuant to the Natural Resources Code, §91.101;
8. a transformer or other electrical equipment that contains a regulated substance and that is used in the transmission of electricity, to the extent that such a transformer or equipment is exempted by the United States Environmental Protection Agency under 40 C.F.R. Part 280;
9. an AST is exempt from regulation under this chapter if the sole or principal substance in the tank is a hazardous substance;
10. an interstate pipeline facility, including gathering lines, or an AST connected to such a facility is exempt from regulation under this chapter if the pipeline facility is regulated under:
    (1)the Natural Gas Pipeline Safety Act of 1968 (49 United States Code, §1671 et seq.)
    (2)the Hazardous Liquid Pipeline Safety Act of 1979 (49 United States Code, §2001 et seq.);
11. an intrastate pipeline facility or aboveground storage tank connected to such a facility is exempt from regulation under this chapter if the pipeline facility is regulated under one of the following state laws:
    (1)Natural Resources Code, Chapters 111 and 117
    (2)Texas Civil Statutes, Articles 6053-1 and 6053-2; and
12. an AST that is located at or is part of a petrochemical plant, a petroleum refinery, an electric generating facility, or a bulk facility as that term is defined by §26.3574(a) of the Water Code is exempt from regulation under this chapter but is not exempt for purposes of the fee for delivery of certain petroleum products authorized under §26.3574 of the Water Code.

Amended Registration: An owner of a regulated AST is required to provide written notice to the TCEQ of any changes or additional information concerning the status of any regulated tank, including, but not limited to, operational status condition, product stored, and ownership. When filing an amended registration form, please mark the appropriate box in Section IV. Notice must be filed with the Commission within 30 days from the date of occurrence or knowledge of the status change.

AST Fees: An annual fee of $25.00 is imposed for each tank regulated under this program. Fees shall be paid by the owner of the tank. Please do not send the fee with this registration form, you will be sent an annual bill for the fees owed.

Penalties: Any owner who knowingly fails to register their ASTs or submits false information may be subject to a civil penalty not to exceed $10,000 per day for each violation.

If you have questions on how to fill out this form or about the PST program, please contact us at 512/239-2160.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512/239-3282.

For data verification purposes, please check our web page PST Registration Database (www.tceq.texas.gov/permitting/registration/pst/pst_query.html).

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TCEQ- AST REGISTRATION FORM

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7. DESCRIPTION OF ABOVEGROUND STORAGE TANKS

Tank ID (e.g. 1,2,3 or A, B, C)				
Tank Installation Date *(Month/day/year)*	/ /	/ /	/ /	/ /
Tank Capacity *(U.S. gallons)(must be >1100 gallons)*				
Tank Status 1-In Use *(includes tanks that are inactive but contain product)* 2-Out of Use *(tanks that are inactive and do not contain product)*. Indicate date taken out of use *(mo/day/yr)*.	1- ☐ 2-☐ ___/___/____	1- ☐ 2-☐ ___/___/____	1- ☐ 2-☐ ___/___/____	1- ☐ 2-☐ ___/___/____
Product Stored Mark all that apply : 1-Gasoline 2-Diesel 3-Kerosene 4-Alcohol Blended Fuels 5-Aviation Gasoline 6-Distillate Fuel Oil -	1-☐ 2-☐ 3-☐ 4-☐ 5-☐ 6-☐ --	1-☐ 2-☐ 3-☐ 4-☐ 5-☐ 6-☐ --	1-☐ 2-☐ 3-☐ 4-☐ 5-☐ 6-☐ --	1-☐ 2-☐ 3-☐ 4-☐ 5-☐ 6-☐ --
Material of Construction Mark all that apply : 1-Steel 2-Fiberglass 3-Aluminum 4-Corrugated Metal 5-Concrete -	1-☐ 2-☐ 3-☐ 4-☐ 5-☐	1-☐ 2-☐ 3-☐ 4-☐ 5-☐	1-☐ 2-☐ 3-☐ 4-☐ 5-☐	1-☐ 2-☐ 3-☐ 4-☐ 5-☐
Containment Mark all that apply : 1-Earthen Dike 2-Containment Liner 3-Concrete 4-None -	1-☐ 2-☐ 3-☐ 4-☐ -	1-☐ 2-☐ 3-☐ 4-☐ -	1-☐ 2-☐ 3-☐ 4-☐ -	1-☐ 2-☐ 3-☐ 4-☐ -
Stage 1/Stage 2 Vapor Recovery *(Mark all that apply)* * *See rule & location exemption information.* 1-Stage I (AST to tanker truck): Installation date: • Type: 1a-Stage 1 two-point system 1b-Stage 1 coaxial system • Exempt by: 1c-TCEQ Rule* 2-Stage II (vehicle to AST): Installation date: • Type: 2a-Stage II balance system 2b-Stage II assist system • Exempt by: 2c-TCEQ Rule*	1- ___/____/_____ 1a-☐ 1b-☐ 1c-☐ 2- ___/____/_____ 2a-☐ 2b-☐ 2c-☐	1- ___/____/_____ 1a-☐ 1b-☐ 1c-☐ 2- ___/____/_____ 2a-☐ 2b-☐ 2c-☐	1- ___/____/_____ 1a-☐ 1b-☐ 1c-☐ 2- ___/____/_____ 2a-☐ 2b-☐ 2c-☐	1- ___/____/_____ 1a-☐ 1b-☐ 1c-☐ 2- ___/____/_____ 2a-☐ 2b-☐ 2c-☐

* STAGE I/STAGE II VAPOR RECOVERY - Please indicate whether your system has Stage I and/or Stage II vapor recovery equipment and the installation date of the equipment. Applicable requirements may be found in 30 TAC, §115.221-229 and §115.241-249. If your AST system is not located in a non-attainment county or one of the 95 covered attainment counties, completion of this section is not necessary. For a complete list of covered attainment counties, please refer to 30 TAC, §115.10.

1. STAGE I - system used to capture vapors from the AST during deliveries. Stage I is required in non-attainment counties and in the 95 covered attainment counties if throughput is greater than 125,000 gallons.
2. STAGE II - system used to capture vapors from vehicle fuel tanks during refueling. Stage II is required only in the 16 non-attainment counties. The counties are: Brazoria, Chambers, Collin, Dallas, Denton, El Paso, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, Tarrant, and Waller.

If you have questions on how to fill out this form or about the PST program, please contact us at 512/239-2160.

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MAKE A COPY OF FORM FOR YOUR RECORDS

Owner's Customer No.: CN_____ Facility's Regulated Entity No.: RN_____

TCEQ - UNDERGROUND STORAGE TANK REGISTRATION & SELF-CERTIFICATION FORM

(Use this form for filing registration and self-certification information) **Page 1 of 5**

For Use in TEXAS	Texas Commission On Environmental Quality	• *Please mail completed form to:* **Petroleum Storage Tank Registration Team (MC-138)** **Texas Commission on Environmental Quality** **P. O. Box 13087** **Austin, Texas 78711-3087** (512) 239-2160 Fax (512)239-3398 ***MAKE A COPY OF FORM FOR YOUR RECORDS***	**TCEQ Facility ID No.:** **TCEQ Owner ID No.:** **Federal Tax ID No. :**

1. TANK OWNER INFORMATION

TANK OWNER BUSINESS OR LAST NAME:	TANK OWNER FIRST NAME	**TYPE OF TANK OWNER:** ☐ Individual ☐ Corporation ☐ Sole Proprietorship ☐ Federal Gov't ☐ State Gov't ☐ Local Gov't ☐ County Gov't ☐ City Gov't ☐ Other (specify):
OWNER MAILING ADDRESS		
		LOCATION OF RECORDS: ☐ At facility ☐ Offsite at: _____
CITY: STATE: ZIP CODE:		OFFSITE RECORDS LOCATION ADDRESS CITY STATE
COUNTRY (OUTSIDE USA)	E-MAIL ADDRESS	RECORDS CUSTODIAN/CONTACT PERSON: TELEPHONE NO. ___/___-_____
OWNER'S AUTHORIZED REPRESENTATIVE: TITLE: TELEPHONE NO.: ___/___-_____		FAX NO: ___/___-_____ INDEPENDENTLY OWNED & OPERATED ☐ YES ☐ NO
STATE FRANCHISE TAX ID	DUNN NO	NUMBER OF EMPLOYEES ☐ 0-20 ☐ 21-100 ☐ 101-250 ☐ 251-500 ☐ 501 & HIGHER

***** For Self-Certification only this form will not be processed until all delinquent fees and/or penalties owed to the TCEQ or the Office of the Attorney General on behalf of the TCEQ are paid in accordance with the Delinquent Fee and Penalty Protocol. *****

2. FACILITY INFORMATION

FACILITY NAME:	**TYPE OF FACILITY:** ☐ Retail*** ☐ Farm or Residential ☐ Wholesale ☐ Fleet Refueling ☐ Aircraft Refueling ☐ Indian Land ☐ Indust./Mfg./Chem. Plant ☐ Watercraft Fueling ******If Retail, see additional requirements*** **Number of regulated *USTs at this facility: _____** ***Underground Storage Tanks (USTs)** **Number of regulated *ASTs at this facility: _____** ***Aboveground Storage Tanks (ASTs)**
PHYSICAL LOCATION:	
CITY: ZIP CODE: COUNTY: **TEXAS**	
ON-SITE CONTACT PERSON TITLE: TELEPHONE NO.: ___/___-_____	PRIMARY SIC CODE / SECONDARY SIC CODE
E_MAIL ADDRESS: FAX NUMBER ___/___-_____	PRIMARY NAICS CODE / SECONDARY NAICS CODE
LATITUDE Degrees Minutes Seconds	LONGITUDE Degrees Minutes Seconds

****** PRIOR TO RETAIL SALE OF FUEL TO THE PUBLIC USING MEASURED DISPENSING DEVICES, ANY METER MUST BE REGISTERED WITH THE TEXAS DEPARTMENT OF AGRICULTURE 1-800-TELL-TDA (1-800-835-5832).***

3. TANK OPERATOR*INFORMATION ☐ (mark here if same as owner)

** "Operator" means any person in day-to-day control of, and having responsibility for, the daily operation of the UST system.*

TCEQ Operator ID No.:_____ (Assigned by TCEQ) CN _____

TANK OPERATOR NAME: *(DO NOT LIST EMPLOYEES OF OPERATOR)*	**TYPE OF TANK OPERATOR:** ☐ Individual ☐ Corporation ☐ Sole Proprietorship ☐ Federal Gov't ☐ State Gov't ☐ County Gov't ☐ City Gov't ☐ Local Gov't ☐ Other (specify):_____
MAILING ADDRESS:	
CITY: STATE: ZIP CODE:	
OPERATOR'S AUTHORIZED REPRESENTATIVE: TITLE: TELEPHONENO.: ___/___-_____	**Date listed person became operator:____ /____ /_____**

TCEQ Facility ID No_____

TCEQ- UST REGISTRATION & SELF-CERTIFICATION FORM

4. REASON FOR THIS FILING

PART A). UST REGISTRATION INFORMATION *(Mark all that apply)*:

1 ☐ Initial Registration 2 ☐ UST Ownership Change ***(New Owner** indicate effective date :)* _____ /_____ /_____

3 ☐ Amendment of: A ☐ Owner Information B ☐ Operator Information C ☐ Facility Information
D ☐ UST System Information E ☐ Financial Assurance Information

4. ☐ Other *(specify):* _____

PART B). UST COMPLIANCE SELF-CERTIFICATION INFORMATION *(Mark all that apply):*

1 ☐ Initial Certification at Facility (Including Tank Ownership Change) 2 ☐ Annual Renewal

3 ☐ New Tank at Facility 4 ☐ Other *(specify)*:_____

5. TCEQ PROGRAMS IN WHICH THIS REGULATED ENTITY PARTICIPATES

NOT ALL PROGRAMS HAVE BEEN LISTED. PLEASE ADD TO THIS LIST AS NEEDED. IF YOU DON'T KNOW OR ARE UNSURE, PLEASE MARK "UNKNOWN".

☐ Animal Feeding Operation	☐ Petroleum Storage Tank	☐ Water Rights
☐ Title V - Air	☐ Wastewater Permit	☐ _____
☐ Industrial & Hazardous Waste	☐ Water Districts	☐ _____
☐ Municipal Solid Waste	☐ Water Utilities	☐ Unknown
☐ New Source Review - Air	☐ Licensing - Type (S)	

6. INSTALLER/ON-SITE SUPERVISOR CERTIFICATION

NOTE: This section must be completed and signed by the Installer or On-Site Supervisor. Leave blank if no tank or underground line installation activity is involved.

Was tank and/or line testing completed during and after installation? ☐ Yes ☐ No

DATE(S) INSTALLATION ACTIVITIES PERFORMED: **CONTRACTOR (COMPANY OR FIRM):** **TCEQ CRP NO.:**

CRP_____

INDIVIDUAL INSTALLER/ON-SITE SUPERVISOR: **TCEQ ILP NO.:**

ILP_____

- I hereby certify that the information provided concerning recent installations were conducted by me or under my direct supervision, that I am familiar with the TCEQ requirements applicable to such activities, and that to the best of my knowledge and belief such activities were performed in conformance with applicable TCEQ UST regulations.
- **SIGNATURE OF INSTALLER/SUPERVISOR:**

DATE OF SIGNATURE

___/___/_____

TCEQ Facility ID No_____

TCEQ- UST REGISTRATION & SELF-CERTIFICATION FORM

7. SELF-CERTIFICATION OF COMPLIANCE WITH UST REQUIREMENTS

Important: Completion of this section is required before TCEQ issues a UST Delivery Certificate. Delivery of regulated substances into regulated USTs is prohibited by state law unless a valid, current Delivery Certificate is available and/or displayed at the UST facility. **Any responses marked "NO", or any incomplete submittal, will result in non-issuance of a Delivery Certificate for this facility.**

● INDICATE RESPONSES TO EACH QUESTION BY MARKING X IN THE APPROPRIATE SPACE AT THE RIGHT.		YES	NO
REGISTRATION	● For regulated UST systems at the facility indicated below, is the registration information filed with the TCEQ pursuant to §334.7 of TCEQ rules (including information in this filing) complete, accurate, & up-to-date?	☐	☐
FACILITY FEES	● For regulated UST systems at the facility indicated below, have all facility fees billed to date to the current owner been paid in full (I.e., annual fees plus all late fees, penalties, & interest)? (Does not apply to common carrier railroads)	☐	☐
FINANCIAL ASSURANCE	● For regulated UST systems at the facility indicated below, does financial assurance coverage meet TCEQ requirements, as described in Chapter 37 Subchapter I of TCEQ rules, for first-party corrective action, third-party bodily-injury, and third-party property damage in the event of a petroleum release from these UST systems?	☐	☐
TECHNICAL STANDARDS	● For regulated UST systems at the facility indicated below, are all in compliance with technical standards, as described in TCEQ rules in §334.49 (relating to Corrosion Protection), §334.50 (relating to Release Detection), §334.51 (relating to Spill and Overfill Prevention and Control) and §334.43 (*relating to Variances and Alternative Procedures*) if a written variance to all or part of the requirements of the previous three sections has been granted by the TCEQ? **(A "yes" response indicates that recordkeeping requirements and reporting duties have been met for 60 days prior to and including the date of certification.)**	☐	☐

I am certifying that the following UST systems at this facility are in compliance: Tank ID #(s)_____,_____, _____,_____ as numbered on Pages 4 and 5 of this form. If certifying more UST systems, please list additional ID #s on another form.

This Self-Certification will not be processed or Delivery Certificate created unless Proof of Financial Assurance has been provided with this form. (State & Federal Entities Exempt)

8. FINANCIAL ASSURANCE INFORMATION

Financial Assurance (Petroleum USTs only)

Does this facility meet Financial Assurance (FA) requirements for <u>both</u>
1st party corrective action and 3rd party bodily injury/property damage liability? ☐ Yes ☐ No ☐ Exempt (state and federal entities only)

If YES, identify FA mechanism(s): ☐ Insurance (or risk retention group) ☐ Financial test ☐ Guarantee* ☐ Letter of credit*
☐ Surety bond* ☐ Local Gov. financial test ** ☐ Local Gov. guarantee** ☐ Trust fund

*Also requires stand-by trust fund. ** Only available to local governments (counties, municipalities, and special districts).

Information pertaining to the financial assurance mechanism(s) used to demonstrate financial assurance under Chapter 37, Subchapter I of Title 30, Texas Administrative Code is as follows:

Name of Issuer:	Phone # of Issuer:	Policy or mechanism #:
Coverage period Beginning: ___/___/___ Ending: ___/___/___	Coverage Amount $	Insurance Premium pre-paid for entire year?*** ☐ Yes ☐ No ***For information purposes only

*****For questions regarding Financial Assurance, call the Financial Assurance Section at (512) 239-0300*****

9. TANK OWNER/OPERATOR SELF-CERTIFICATION (for Delivery Certificate)

I hereby certify under penalty of law to the following:

● **I am the (*mark one*):** ☐ **owner . . .** ☐ **legally-authorized representative of the owner . . .**
☐ **operator . . .** ☐ **legally-authorized representative of the operator . . .**
. . . of the regulated underground storage tank (UST) systems at this facility; AND
● I have personally examined and am familiar with the information included in Sections 1 through 4 AND 7; AND 8
● Based on my current knowledge and understanding, the submitted information is true, accurate, and complete; AND
● I understand that any person who intentionally or knowingly submits false information on this form is subject to criminal prosecution.

PRINTED NAME OF OWNER/OPERATOR (OR AUTHORIZED REPRESENTATIVE) **TITLE**

SIGNATURE OF OWNER/OPERATOR (OR AUTHORIZED REPRESENTATIVE) **DATE OF SIGNATURE (PLEASE PRINT)**
/ /

10. TANK OWNER/OPERATOR REGISTRATION (for Initial Registration or Changes)

I hereby represent the following:

● **I am the (*mark one*):** ☐ **owner . . .** ☐ **legally-authorized representative of the owner . . .**
☐ **operator . . .** ☐ **legally-authorized representative of the operator . . .**
. . . of the regulated underground storage tank (UST) systems at this facility; AND
● I have personally examined and am familiar with the information included in Sections 1 through 4, and Sections 8, 11 - 12; AND
● Based on my current knowledge and understanding, the submitted information is true, accurate, and complete; AND
● I understand that any person who intentionally or knowingly submits false information on this form is subject to criminal prosecution.

PRINTED NAME OF OWNER/OPERATOR (OR AUTHORIZED REPRESENTATIVE) **TITLE**

SIGNATURE OF OWNER/OPERATOR (OR AUTHORIZED REPRESENTATIVE) **DATE OF SIGNATURE (PLEASE PRINT)**
/ /

TCEQ Facility ID No _____

TCEQ- UST REGISTRATION & SELF-CERTIFICATION FORM

Important: The information in the following sections regarding the UST system(s) at this facility must be properly completed in sufficient detail to support registration. UST owners & operators are encouraged to examine their UST records and/or consult with their UST equipment installers, service technicians, and/or insurance providers to ensure that this information is accurate and complete.

11. TANK IDENTIFICATION/DESCRIPTION

Tank Identification *Number each tank compartment at your site consistent with Rule 334.8(c)(5)(C).*				
Tank Installation Date *(Month/day/year)*	/ /	/ /	/ /	/ /
Tank Capacity *(in U.S. gallons)*				
Tank Status ***(Mark One Status & Indicate Date, if Applicable)***				
1-Currently in Use	1- ☐	1- ☐	1- ☐	1- ☐
2-Temporarily out of service *(date)*	2- ___/___/___	2- ___/___/___	2- ___/___/___	2- ___/___/___
- Meets TCEQ Definition of Empty?-*Yes or No*	☐Yes ☐ No	☐Yes ☐ No	☐Yes ☐ No	☐ Yes ☐ No
3-Perm.filled in place w/ sand, concrete, etc.*(date)*	3- ___/___/___	3- ___/___/___	3- ___/___/___	3- ___/___/___
4-Permanently removed from the ground *(date)*	4- ___/___/___	4- ___/___/___	4- ___/___/___	4- ___/___/___
Current/Last Substance Stored *(Mark All that Apply*				
1-Gasoline 3-Kerosene	1-☐ 3-☐	1-☐ 3-☐	1-☐ 3-☐	1-☐ 3-☐
2-Diesel 4-Used Oil	2-☐ 4-☐	2-☐ 4-☐	2-☐ 4-☐	2-☐ 4-☐
5-New Oil	5-☐	5-☐	5-☐	5-☐
6-Other Petroleum *Substance (specify)*	6- _____	6- _____	6- _____	6- _____
7a-CERCLA Hazardous Substance *(specify)*	7a-_____	7a-_____	7a-_____	7a-_____
7b-Chemical Abstract Service (CAS) No.	7b- # _____	7b- # _____	7b- # _____	7b- # _____
7c-Hazardous Substances Mixture *(specify)*	7c-_____	7c-_____	7c-_____	7c-_____
8-Petrol./Haz. Substances Mixture *(specify)*	8- _____	8- _____	8- _____	8- _____
9-Other *(specify)*	9- _____	9- _____	9- _____	9- _____

12. UST SYSTEM TECHNICAL INFORMATION

Tank & Piping Design *(Mark One for Tank & Piping)*	**Tank**	**Piping**	**Tank**	**Piping**	**Tank**	**Piping**	**Tank**	**Piping**
1-Single-Wall	1- ☐	☐	1- ☐	☐	1- ☐	☐	1- ☐	☐
2-Double-Wall	2- ☐	☐	2 - ☐	☐	2 - ☐	☐	2- ☐	☐
External Containment *(Mark all that apply)*								
3-Factory-Built Nonmetallic Jacket	3- ☐	☐	3- ☐	☐	3- ☐	☐	3- ☐	☐
4a-Synthetic Tank-Pit/Piping-Trench Liner	4a-☐	☐	4a-☐	☐	4a-☐	☐	4a-☐	☐
4b-Tank Vault/Rigid Trench Liner	4b-☐	☐	4b-☐	☐	4b-☐	☐	4b-☐	☐
Type of Piping *(Mark One)*								
5a-Pressurized	5a-N/A	☐	5a-N/A	☐	5a-N/A	☐	5a-N/A	☐
5b-Suction	5b-N/A	☐	5b-N/A	☐	5b-N/A	☐	5b-N/A	☐
5c-Gravity	5c-N/A	☐	5c-N/A	☐	5c-N/A	☐	5c-N/A	☐
Tank Internal Protection								
6-Internal Tank Lining *(Indicate date)*	6- ___/___/___		6- ___/___/___		6- ___/___/___		6___/___/___	

Tank & Piping Materials *(Mark all that apply)*	**Tank**	**Piping**	**Tank**	**Piping**	**Tank**	**Piping**	**Tank**	**Piping**
1-Steel	1 - ☐	☐	1 - ☐	☐	1 - ☐	☐	1- ☐	☐
2-FRP (fiberglass-reinforced plastic)	2 - ☐	☐	2 - ☐	☐	2 - ☐	☐	2 - ☐	☐
3-Composite tank (steel w/external FRP cladding)	3 - ☐	N/A	3 - ☐	N/A	3 - ☐	N/A	3 - ☐	N/A
4-Concrete	4 - ☐	☐	4 - ☐	☐	4 - ☐	☐	4 - ☐	☐
5a-Jacketed (steel w/external nonmetallic jacket)	5a-☐	☐	5a-☐	☐	5a-☐	☐	5a- ☐	☐
5b-Coated (steel w/external polyurethane cladding)	5b-☐	N/A	5b-☐	N/A	5b-☐	N/A	5b- ☐	N/A
5c-Nonmetallic flexible piping	5c-N/A	☐	5c-N/A	☐	5c-N/A	☐	5c-N/A	☐
•**Piping Connectors & Valves** *(Mark all that apply)*								
6-Shear/Impact Valves (under dispenser)	6-N/A	☐	6-N/A	☐	6-N/A	☐	6-N/A	☐
7-Steel swing-joints (at ends of piping)	7-N/A	☐	7-N/A	☐	7-N/A	☐	7-N/A	☐
8-Flexible connectors (at ends of piping)	8-N/A	☐	8-N/A	☐	8-N/A	☐	8-N/A	☐

TCEQ Facility ID No_____

TCEQ- UST REGISTRATION & SELF-CERTIFICATION FORM

12. UST SYSTEM TECHNICAL INFORMATION - continued from page 4

Tank Identification ***(e.g. 1, 2, 3, 4, etc.)***				
Tank/Piping Corrosion Protection *(Mark all that apply)*	**Tank** **Piping**	**Tank** **Piping**	**Tank** **Piping**	**Tank** **Piping**
1-External dielectric coating/laminate/tape/wrap	1- ☐ ☐	1- ☐ ☐	1- ☐ ☐	1- ☐ ☐
2a-Listed/certified factory-installed cathodic protection	2a-☐ ☐	2a-☐ ☐	2a-☐ ☐	2a-☐ ☐
2b-Certified field-installed cathodic protection	2b-☐ ☐	2b-☐ ☐	2b-☐ ☐	2b-☐ ☐
3a-Listed composite tank (steel w/FRP external laminate)	3a-☐ N/A	3a-☐ N/A	3a-☐ N/A	3a-☐ N/A
3b-Listed coated tank (steel w/external polyurethane laminate)	3b-☐ N/A	3b-☐ N/A	3b-☐ N/A	3b-☐ N/A
4a-Listed FRP tank or piping (noncorrodible)	4a-☐ ☐	4a-☐ ☐	4a-☐ ☐	4a-☐ ☐
4b-Listed nonmetallic flexible piping (noncorrodible)	4b-N/A ☐	4b-N/A ☐	4b-N/A ☐	4b-N/A ☐
5a-Listed/certified external nonmetallic jacket	5a-☐ N/A	5a-☐ N/A	5a-☐ N/A	5a-☐ N/A
5b-Isolated in open-area (e.g., sump, boot, etc.)	5b- N/A ☐	5b- N/A ☐	5b- N/A ☐	5b- N/A ☐
Tank & Piping Release Detection *(Mark all that apply)*	**Tank** **Piping**	**Tank** **Piping**	**Tank** **Piping**	**Tank** **Piping**
1-External vapor/tracer monitoring	1- ☐ ☐	1- ☐ ☐	1- ☐ ☐	1- ☐ ☐
2-External groundwater monitoring	2- ☐ ☐	2- ☐ ☐	2- ☐ ☐	2- ☐ ☐
3-Monitoring of secondary containment barrier	3- ☐ ☐	3- ☐ ☐	3- ☐ ☐	3- ☐ ☐
4-Automatic tank gauge test & inv.control	4- ☐ N/A	4- ☐ N/A	4- ☐ N/A	4- ☐ N/A
5-Interstitial monitoring within secondary wall/jacket	5- ☐ ☐	5- ☐ ☐	5- ☐ ☐	5- ☐ ☐
6a-Monthly electronic monitoring (@ 0.2 gph)	6a-N/A ☐	6a-N/A ☐	6a-N/A ☐	6a-N/A ☐
6b-Annual piping tightness test (@ 0.1gph)	6b-N/A ☐	6b-N/A ☐	6b-N/A ☐	6b-N/A ☐
6c-Triennial tightness test (for suction/gravity piping)	6c-N/A ☐	6c-N/A ☐	6c-N/A ☐	6c-N/A ☐
6d-Auto. line leak detector (3.0gph for pressure piping)	6d-N/A ☐	6d-N/A ☐	6d-N/A ☐	6d-N/A ☐
7a-Weekly manual tank gauging (tanks ≤ 1,000 gal)	7a- ☐ N/A	7a- ☐ N/A	7a- ☐ N/A	7a- ☐ N/A
7b-Monthly tank gauging (for emer. generator tanks)	7b- ☐ N/A	7b- ☐ N/A	7b- ☐ N/A	7b- ☐ N/A
8-SIR-Statistical Inventory Reconciliation & inv. control	8- ☐ ☐	8- ☐ ☐	8- ☐ ☐	8- ☐ ☐
Spill Containment & Overfill Prevention Equipment				
1- Tight-fill fitting	1 - ☐	1 - ☐	1 - ☐	1 - ☐
2- Factory-built spill container/bucket/sump	2 - ☐	2 - ☐	2 - ☐	2 - ☐
3a-Delivery shut-off valve (set@ ≤95%capacity)	3a-☐	3a-☐	3a-☐	3a-☐
3b-Flow restrictor valve, e.g., vent ball-float (set@ ≤90% cap.)	3b-☐	3b-☐	3b-☐	3b-☐
3c-Alarm (set@ ≤90%), w/3a or 3b (set@ ≤98% cap.)	3c-☐	3c-☐	3c-☐	3c-☐
4 - N/A - All deliveries to tank are ≤ 25 gal. each	4 - ☐	4 - ☐	4 - ☐	4 - ☐
Stage 1/Stage 2 Vapor Recovery *(Mark all that apply)*				
* *See instructions for rule & location exemption information.*				
1-Stage I (UST to tanker truck): Installation date:	1- ____/____/____	1- ____/____/____	1- ____/____/____	1- ____/____/____
• Type: 1a-Stage 1 two-point system	1a-☐	1a-☐	1a-☐	1a-☐
1b-Stage 1 coaxial system	1b-☐	1b-☐	1b-☐	1b-☐
• Exempt by: 1c-TCEQ Rule*	1c-☐	1c-☐	1c-☐	1c-☐
2-Stage II (vehicle to UST): Installation date:	2- ____/____/____	2- ____/____/____	2- ____/____/____	2- ____/____/____
• Type: 2a-Stage II balance system	2a-☐	2a-☐	2a-☐	2a-☐
2b-Stage II assist system	2b-☐	2b-☐	2b-☐	2b-☐
• Exempt by: 2c-TCEQ Rule*	2c-☐	2c-☐	2c-☐	2c-☐

*****MAKE A COPY OF FORM FOR YOUR RECORDS*****

For Self-Certification Annual Renewal, **Sections 1, 2, 3, 4, 7, 8, & 9** must be completed. If there is a change of ownership along with the renewal of the delivery certificate, **Sections 1, 2, 3, 4, 7, 8, 9, 10, & 11** must be completed.

For Registration Purposes, **Sections 1, 2, 3, 4, 10** must be completed and **Sections 6, 8, 11, 12** should be completed only if applicable.

For data verification purposes, please check our web page **PST Registration Database** (www.tceq.state.tx.us/permitting/registration/pst/pst_query.html).

If you have any questions on how to fill out this form or about the PST Registration program, please contact us at 512/239-2160.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512-239-2160.

Texas Commission on Environmental Quality
Form OP-CRO1 - Instructions
Certification by Responsible Official

General:

Title 30 Texas Administrative Code § 122.132(e) [30 TAC § 122.132(e)] (relating to "Application and Required Information for Initial Permit Issuance, Reopening, Renewal, or General Operating Permits") and 30 TAC § 122.165 (relating to "Certification by a Responsible Official") require that a Responsible Official (RO), or appropriate designee, shall certify all documents submitted to the Texas Commission on Environmental Quality (TCEQ) in support of a federal operating permit (FOP), or that are required by 30 TAC Chapter 122 or by an operating permit condition(s). This Form OP-CRO1 (Certification by Responsible Official) satisfies these certification requirements in a manner consistent with 30 TAC § 122.165.

(Certification by the authorized Designated Representative (DR), or Alternate Designated Representative (ADR), apply to the Acid Rain, CAIR, or CAMR Program sources only and is executed on OP-CRO1, page 2 [Certification by Designated Representative]. The DR or ADR shall certify application information for sites with one or more units subject to the Acid Rain, CAIR, or CAMR Programs and shall certify application information and reports as an RO. This OP-CRO1, page 2 [Certification by Designated Representative] satisfies these certification requirements in a manner consistent with 30 TAC § 122.165.)

All initial, revision, and renewal FOP applications, as well as all post-issuance submittals requiring certification must be accompanied by Form OP-CRO1. However, while a site operating permit (SOP) or temporary operating permit (TOP) is undergoing technical review, application updates (e.g., administrative changes, responses to a TCEQ permit application deficiency notice, or request for information) do not require a Form OP-CRO1 to be included with each submittal. This certification will be requested at the time of the Working Draft Permit review, and any required certifications must be included with the applicant's response to the review of the Working Draft Permit. (Refer to the Working Draft Permit Review Fact Sheet at http://www.tceq.state.tx.us/permitting/air/titlev/site/sop_wdp_factsheet.html for additional details.)

Likewise, updates to general operating permit (GOP) applications undergoing technical review do not require a Form OP-CRO1 to be included with each submittal and need only be certified prior to being granted an authorization to operate under the GOP by the TCEQ. All SOP application updates submitted after public notice authorization or start of public announcement, or GOP application updates submitted after being granted authorization to operate, must be accompanied by a completed Form OP-CRO1.

All materials related to public notice certification must also be certified; including the original tearsheet(s), publisher's affidavit(s), and the "Public Notice Verification Form/Air Permits." Dates of these submittals should be included on the certification form submitted immediately following the close of the public comment period. (Specific details regarding these submittals and the certification procedure are included in the Public Notice Authorization Package sent to applicants with draft FOPs)

The dates of each application update submittal being certified may be entered on a Form OP-CRO1. (Up to eight submittal dates may be entered on each form.) Alternatively, a single Form OP-CRO1 may be used to certify a range of dates (time period). Note that the time period option may not be used if "Submittal Type" in Section III is "Other."

If the RO authority is being delegated to a DAR, a completed and signed Form OP-DEL entitled "Delegation of Responsible Official" must also be submitted in order for the DAR certification to be valid. Form OP-DEL need not be included in subsequent submittals unless there is a new appointment or an administrative information change regarding the DAR.

This form must bear the signature of the RO, DAR, DR, or ADR and a signature date in order for the certification to be valid. **The Signature Date, which will be used to validate signature authority of the RO, DAR, DR, or ADR, must be on or after the effective date of the RO, DAR, DR, or ADR certifying to the change.** Signature stamps can be accepted in place of an original signature. No electronic submittals can be accepted. Faxes and photocopies can be accepted in place of an original certification form; however, a follow-up submittal of the original signed certification form is requested. **This certification does not extend to information which is designated by the TCEQ as "information for reference only."** Please refer to the TCEQ guidance entitled "Applying for an Initial Title V permit" or "Responsible Official Certifications" for additional information.

IMPORTANT: At any time after the initial permit application submittal when a new RO, DR, or ADR is appointed, or there is a change to the administrative information regarding the RO, DR, or ADR (e.g., address, phone number, title), the applicant must submit a completed Form OP-CRO2 "Change of Responsible Official Information," to the TCEQ Air Permits Division for notification

purposes. At any time after the initial permit application submittal that a new DAR is appointed, or there is a change to the administrative information regarding the DAR, the applicant must submit a completed Form OP-DEL to the TCEQ Air Permits Division for notification purposes.

Specific:

I. IDENTIFYING INFORMATION

Note: Please use these instructions when completing Section V if applicable.

A. RN: Enter the regulated entity reference number (RN*XXXXXXXXX*) for the site. This number is assigned by the TCEQ as part of the central registry process. If a regulated entity reference number has not yet been assigned, leave this space blank. Do not enter permit numbers, project numbers, account numbers, etc. in this space.

B. CN: Enter the Customer Reference Number (CN*XXXXXXXXX*). This number is assigned by the TCEQ as part of the central registry process. If a customer reference number has not yet been assigned, leave this space blank. Do not enter permit numbers, project numbers, account numbers, etc. in this space.

C. Account No: Enter the primary TCEQ account number (*XX-XXXX-X*) for the site if assigned. (Some newer facilities will not have this number, in which case the space should be left blank.)

D. Permit No.: Enter the operating permit number, if assigned (O*XXXXX*). If this is the first submittal regarding an initial application for an SOP, a TOP, or a GOP, the permit number will be assigned upon receipt by the TCEQ. In this case, enter "TBA" for "to be assigned." The permit number will appear on all correspondence from the TCEQ regarding the application.

E. Project No.: Enter the project number that identifies this specific permitting action, if assigned (*XXXX*). If this is the first submittal regarding an initial, revision, or renewal application submittal (SOP, TOP, or GOP), the project number will be assigned upon receipt by the TCEQ. In this case, enter "TBA" for "to be assigned." The project number will appear on all correspondence from the TCEQ regarding the application.

F. **Area Name**: Enter the area name used in the "Application Area Information" section of the most recent Form OP-1 (Site Information Summary) submitted with the application (maximum 50 characters). If there is only one permit at the site, the area name is the same as the site name.

G. Company Name: Enter the name of the company for which the application is being submitted (maximum 50 characters). The company name on this form should be the same as the Customer Name listed in Section II of the TCEQ Core Data Form.

II. CERTIFICATION TYPE

Indicate the type of certification by marking the appropriate box or boxes.

A. Responsible Official: Select this option if certification is being made by the RO.

B. Duly Authorized Representative: Select this option if certification is being made by the DAR. The DAR must have been previously designated using Form OP-DEL (Delegation of Responsible Official), or a completed OP-DEL must accompany the Form OP-CRO1.

III. SUBMITTAL TYPE

Indicate the type of attached submittal by entering an "X" in the box next to one of the following options:

A. SOP/TOP Initial Permit Application: Select the option if this certification accompanies the first submittal regarding an initial SOP or TOP application.

B. GOP Initial Permit Application: Select this option if this certification accompanies the first submittal regarding an initial GOP application.

C. Permit Revision, Renewal, or Reopening: Select this option if this certification accompanies the first submittal regarding a revision, reopening, or renewal application for an SOP, TOP, or GOP.

D. Update to Permit Application: Select this option if this certification addresses updates to any permit application (initial, revision, renewal) currently under review. Application updates include administrative changes, responses to deficiency notices or requests for information from the reviewer, working draft permit comments, public notice information, or other follow-up information submitted prior to issuance.

E. Other: Select this option if the submittal is not one of the types listed above. Identify the type of submittal in the space provided (maximum 25 characters). Examples include, but are not limited to:

- Annual Compliance Certification
- Progress Report
- Deviation Report
- Monitoring Report
- Test Report

IV. CERTIFICATION OF TRUTH, ACCURACY, AND COMPLETENESS

Certifier Name: Print or type the name of the RO or DAR (maximum 25 characters).

Certifier Type: Enter the type of signature authority held by the certifier, "RO" or "DAR."

Documentation Dates: Enter either a Time Period or Specific Date(s) as defined below. These dates will be used to link the Form OP-CRO1 to the documentation being certified. Do not enter signature dates. ***This section must be completed. The certification is not valid without documentation date(s).*** Note that all submittals containing application-related information (including by fax or e-mail) must be certified.

Time Period: Enter the start and end dates of the time period that contains all submitted application documentation (*MM-DD-YYYY*) that was not previously certified. This option may only be used when:

- The "Submittal Type" is 'Update to Permit Application' and there are multiple uncertified submittals; or
- A submittal package has multiple dates recorded in the documentation.
  Do not use the Time Period option if the "Submittal Type" is 'Other.'

Specific Dates: Enter a date or date(s) (*MM-DD-YYYY*) for each application submittal that was not previously certified. If a submittal package has multiple dates recorded in the documentation, each date may be listed, or the overall submittal date (e.g., cover letter date) may be listed. Please do not repeat documentation dates on multiple certifications. If more than eight (8) date spaces are needed, use multiple forms.

Signature: A signature of the RO or DAR is required. No electronic submittals can be accepted. Signature stamps can be accepted in place of an original signature.

Signature Date: Enter the date this form was signed by the RO or DAR (*MM-DD-YYYY*). The certifier must have signature authority on this date in order for certification to be valid.

Title: Enter the job title of the RO or DAR.

Form OP-CRO1, Page 2 - Instructions

Certification by Designated Representative
For Affected Sources that are subject to the following Programs:
Acid Rain, Clean Air Interstate Rule (CAIR), Clean Air Mercury Rule (CAMR)

Specific:

I. IDENTIFYING INFORMATION

Please use the same instructions for Section I Form OP-CRO1, Page 1.

II. CERTIFICATION TYPE

Indicate the type of certification by marking the appropriate box or boxes.

A. **Designated Representative**: Select this option if this form is being used as certification by the DR.

B. **Alternate Designated Representative**: Select this option if this form is being used as certification by the ADR.

III. PERMIT and SUBMITTAL TYPE

A. Indicate the Permit type of attached by marking the box next to the applicable option(s):
- Acid Rain
- CAIR
- CAMR

B. Indicate the Submittal type of attached by marking the box next to one of the following options:
- Initial Permit Application
- Update to Permit Application
- Permit Revision or Renewal
- Other

IV. CERTIFICATION

Print or type the name of the DR or ADR (maximum 25 characters). Enter the type or types of signature authority held by the certifier as "DR," or "ADR".

Note: Enter EITHER a Time Period OR Specific Date(s) as defined below; these dates will be used to link the Form OP-CRO1, page 2 to the documentation being certified. The certification is not valid without documentation date(s). Do not enter signature dates.

1. **Time Period**: Enter the start and end dates of the time period that contains all previous and currently submitted, and as yet uncertified, documentation (*MM-DD-YYYY*). Start and end dates are allowed only when certifying updates to the permit application or when a submittal package has multiple dates recorded in the documentation. The DR or ADR must have signature authority for the entire time period indicated. *Do not use a time period if the "Submittal Type" is "Other".*

2. **Specific Dates**: Enter the date(s) recorded on all previous and currently submitted, and as yet uncertified, documentation (*MM-DD-YYYY*). Multiple dates are allowed only when certifying updates to the permit application or when a submittal package has multiple dates recorded in the documentation. The DR or ADR must have signature authority for all documentation dates indicated.

Signature: A signature of the DR or ADR is required. No electronic submittals can be accepted. Signature stamps can be accepted in place of an original signature.

Signature Date: Enter the date this form was signed by the DR or ADR (*MM-DD-YYYY*). *This date will be used to ensure signature authority and is required in order for certification to be valid.*

Extension Page:

V. ADDITIONAL IDENTIFYING INFORMATION

Complete this table only if this certification form is being used to certify information on multiple application areas or sites for which the RO, DAR, DR, or ADR has signature authority. Please see the instructions in Section I of this form for completing the identifying information.

Form OP-CRO1
Certification by Responsible Official
Federal Operating Permit Program

All initial permit application, revision, renewal, and reopening submittals requiring certification must be addressed using this form. Updates to site operating permit (SOP) and temporary operating permit (TOP) applications, other than public notice verification materials, must be certified prior to authorization of public notice or start of public announcement. Updates to general operating permit (GOP) applications must be certified prior to receiving an authorization to operate under a GOP.

I. IDENTIFYING INFORMATION

A. RN:	B. CN:	C. Account No.:
D. Permit No.:	E. Project No.:	
F. Area Name:		
G. Company Name:		

II. CERTIFICATION TYPE *(Please mark the appropriate box)*

A. ☐ Responsible Official:	B. ☐ Duly Authorized Representative:

III. SUBMITTAL TYPE *(Place an "X" in the appropriate box) (Only one response can be accepted per form)*

☐ SOP/TOP Initial Permit Application	☐ Update to Permit Application
☐ GOP Initial Permit Application	☐ Permit Revision, Renewal, or Reopening
☐ Other:_____	

IV. CERTIFICATION OF TRUTH

This certification does not extend to information which is designated by the TCEQ as information for reference only.

I,_____, certify that I am the _____for this application
(Certifier Name printed or typed) *(RO or DAR)*

and that, based on information and belief formed after reasonable inquiry, the statements and information dated during the time period in Section IV.A below, or on the specific date(s) in Section IV.B below, are true, accurate, and complete:

Note: Enter EITHER a Time Period OR Specific Date(s) for each certification. This section must be completed. The certification is not valid without documentation date(s).

A. Time Period: From _____ to _____
*Start Date** *End Date**

OR

B. Specific Dates:_____ _____ _____ _____ _____ _____ _____ _____
*Date 1** *Date 2** *Date 3** *Date 4** *Date 5** *Date 6** *Date 7** *Date 8**

**The Time Period option may only be used when the "Submittal Type" is 'Update to Permit Application' and there are multiple uncertified submittals; or a submittal package has multiple dates recorded in the documentation. Do not use the Time Period option if the "Submittal Type" is 'Other.'*

Signature: _____ Signature Date: _____

Title: _____

Form OP-CRO1 - Page 2
Certification by Designated Representative
Acid Rain, Clean Air Interstate Rule (CAIR), Clean Air Mercury Rule (CAMR)

All initial permit application, permit revision and renewal submittals requiring certification must be accompanied by this form. Updates to acid rain, CAIR, or CAMR (other than public notice verification materials) must be certified prior to authorization of public notice for the draft permit.

I. IDENTIFYING INFORMATION		
A. RN:	B. CN:	C. Account Number:
D. Permit No.:	E. Project No.:	
F. Area Name:	G. Company Name:	

II. CERTIFICATION TYPE *(Please mark the appropriate box)*

A. ☐ Designated Representative B. ☐ Alternated Designated Representative

III. PERMIT and SUBMITTAL TYPE *(Place an "X" in the appropriate box for each column)*

A. Permit Type:	B. Submittal Type:
☐ Acid Rain	☐ Initial Permit Application
☐ CAIR	☐ Update to Permit Application
☐ CAMR	☐ Permit Revision or Renewal
	☐ Other:_____

IV. CERTIFICATION OF TRUTH

I,_____, the _____ am authorized to make this submission on
(Name printed or typed) *(DR or ADR)*
behalf of the owners and operators of the source or units for which the submission is made. I certify under penalty of law that I have personally examined, and am familiar with, the statements and information submitted in this document and all its attachments. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements are to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false statements and information or omitting required statements and information, including the possibility of fine or imprisonment. The above certification is for the statements and information dated during the time period in IV.A below, OR on a specific date(s) in IV.B below:

Note: Enter EITHER a Time Period OR Specific Date(s) for each certification.

A. Time Period: From _____ to _____
*Start Date** *End Date**

OR

B. Specific Dates: _____ _____ _____ _____ _____ _____ _____ _____
*Date 1** *Date 2** *Date 3** *Date 4** *Date 5** *Date 6** *Date 7** *Date 8**

**The Time Period option may only be used when the "Submittal Type" is 'Update to Permit Application' and there are multiple uncertified submittals; or a submittal package has multiple dates recorded in the documentation. Do not use the Time Period option if the "Submittal Type" is 'Other.*
'

Signature:_____ Signature Date:_____

Title:_____

Form OP-CRO1
Certification (Extension)
Federal Operating Permit Program

V. ADDITIONAL IDENTIFYING INFORMATION	
A. Account No.:	B. RN:
C. CN:	D. Permit No.:
E. Project No.:	F. Area Name:
A. Account No.:	B. RN:
C. CN:	D. Permit No.:
E. Project No.:	F. Area Name:
A. Account No.:	B. RN:
C. CN:	D. Permit No.:
E. Project No.:	F. Area Name:
A. Account No.:	B. RN:
C. CN:	D. Permit No.:
E. Project No.:	F. Area Name:
A. Account No.:	B. RN:
C. CN:	D. Permit No.:
E. Project No.:	F. Area Name:
A. Account No.:	B. RN:
C. CN:	D. Permit No.:
E. Project No.:	F. Area Name:
A. Account No.:	B. RN:
C. CN:	D. Permit No.:
E. Project No.:	F. Area Name:
A. Account No.:	B. RN:
C. CN:	D. Permit No.:
E. Project No.:	F. Area Name:
A. Account No.:	B. RN:
C. CN:	D. Permit No.:
E. Project No.:	F. Area Name:
A. Account No.:	B. RN:
C. CN:	D. Permit No.:
E. Project No.:	F. Area Name:
A. Account No.:	B. RN:
C. CN:	D. Permit No.:
E. Project No.:	F. Area Name:

Reset Form Print Form

AI-31218 **7. A.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: Laura Hinojosa, Dist Clerk (Rene Rangel)

Department: EXECUTIVE OFFICE

Information

CAPTION

Consideration and approval to remove uncollectible accounts in the amount of $12,022.26

BACKGROUND

Pursuant to Local Government Code §157.903, "The commissioners court of a county by order may provide for the indemnification of an elected or appointed county officer against personal liability for the loss of county funds, or loss of or damage to personal property, incurred by the officer in performance of official duties if the loss was not the result of the officer's negligence or criminal action."

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/24/2012 10:45 AM
Purchasing Department	Angela Garcia	02/24/2012 03:38 PM

Form Started By: Monica Badillo Started On: 02/24/2012 10:20 AM

Final Approval Date: 02/24/2012

Laura Hinojosa
Hidalgo County
District Clerk

As per conversation with Mr. Eufracio, you can write off.
Rene Guerra
2/23/12

February 16, 2012

Rene Guerra
Hidalgo County District Attorney
100 North Closner
Edinburg, Texas 78539

Re: Allowance for Uncollectible Account

Dear Mr. Guerra,

During a review of financial statements, we discovered four stale accounts dating as far back as 1988 which have been deemed uncollectible. The information is as follows:

Cash Shortages	$115.14
Credit Card Dispute	$822.00
NSF Checks – Prior to January 1, 2010	$7,872.85
Over – Disbursement	$3,212.27
Total	**$12,022.26**

Please see enclosed documentation. Upon your review and final decision we will make adjustments accordingly.

Thank you for your time. If you have any questions or require additional information, please contact me at my office.

Respectfully,

Laura Hinojosa
Hidalgo County District Clerk

Enclosure: Cash Shortages Report, Credit Card Dispute Report, NSF Checks Prior to Jan. 1, 2010, Over Disbursements Report

Cc: Ray Eufracio, CPA
Hidalgo County Auditor

Post Office Box 87
Edinburg, Texas 78540
Telephone (956) 318-2200
Fax (956) 318-2251
districtclerk@co.hidalgo.tx.us

AI-31098 **8. A.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: Constable Larry Gallardo

Department: HIDTA

Information

CAPTION

Constable Precinct No. 3:
Requesting authorization for the County Judge to execute the FY 2011 Equitable Sharing Agreement and Certification Report - Hidalgo County Constable Precinct 3.

BACKGROUND

The annual report is a prerequisite as per federal guidelines. Report is submitted to the U.S. Department of Justice and U.S. Department of Treasury.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary/ fiscal impact.

Attachments

Equitable Sharing

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/16/2012 08:56 AM
Rosalinda Cantu	Rosie Cantu	02/16/2012 05:07 PM
Purchasing Department	Angela Garcia	02/24/2012 03:38 PM

Form Started By: Nelda Olivarez Started On: 02/15/2012 04:11 PM

Final Approval Date: 02/24/2012

OMB Number 1123-0011
Expires 9-30-2014

Equitable Sharing Agreement and Certification

◯ **Police Department** ◯ **Sheriff's Office** ◯ **Task Force (Complete Table A, page2)**
◯ **Prosecutor's Office** ◉ **Other (specify)** Constable Precinct 3

Agency Name:

NCIC/ORI/Tracking Number: T X 1 0 8 2 0 0 0

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

City: Mission **State:** TX **Zip:** 78574

Contact: Title: Constable First: Lazaro Last: Gallardo

Contact: Phone: 956 581-6800 E-mail: larry.gallardo@co.hidalgo.tx.us

☐ Same as Contact **Preparer:** First: Nelda Last: Olivarez

Preparer: Phone: 956 381-0444 E-mail: nelda.olivarez@co.hidalgo.tx.us

Last Fiscal Year End: 12/31/2011 **Agency Current Fiscal Year Budget:** $1,202,670.77

◉ **New Participant:** Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5)

◯ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5)

◯ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5).

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)		
2	Federal Sharing Funds Received		
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income		
5	Interest Income Accrued Non-Interest Bearing ◯ Interest Bearing ◯		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$0.00	$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	$0.00	$0.00
8	Ending Balance (difference between line 7 and line 6)	$0.00	$0.00

[1] Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

[2] Treasury Agencies are: IRS, ICE, CBP, USSS, and USCG.

	Summary of Shared Monies Spent	Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the *Justice Guide*		
b	Total spent on overtime		
c	Total spent on informants, "buy money," and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other state and local law enforcement agencies (complete Table C, page 2)		
j	Total spent on other law enforcement expenses (complete Table D, page 3)		
k	Total Expenditures in Support of Community-based Programs (complete Table E, page 3)		
l	Total Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
m	Total spent on matching grants (complete Table G, page 3)		
n	**Total**	$0.00	$0.00
o	Did your agency receive non-cash assets? ◯ Yes ◯ No If yes, complete Table H, page 3.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Total the amount transferred to each agency on separate lines

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Total the amount transferred to each agency on separate lines

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table E: Expenditures in Support of Community-based Programs

Refer to § VIII.A.1.m and Appendix C of the *Justice Guide*

Recipient	Justice Funds

Table F: Windfall Transfers to Other Government Agencies

Refer to § VIII.A.1.n of the *Justice Guide* and pp. 25-26 of the *Treasury Guide*

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Refer to § VIII.A.1.h of the *Justice Guide* and p. 22 of the *Treasury Guide*

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice ◯	
Treasury ◯	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	☐ Race	☐ Color	☐ National Origin	☐ Gender
	☐ Disability	☐ Age	☐ Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Operations Unit, 1400 New York Avenue, N.W., Tenth Floor, Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide),* and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide).*

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal Equitable Sharing Program participant and has a current Equitable Sharing Agreement and Certification on file.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide,* including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides,* depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - New Participant

Before you can print this form, you must correct the following errors:

Enter the Agency name on page 1.
You must answer the Civil Rights question in the blue box on 5.
You must enter the name of the Agency Head on page 5.
You must enter the title of the Agency Head on page 5.
You must enter the name of the Governing Body Head on page 5.
You must enter the title of the Governing Body Head on page 5.

Subscribe to Equitable Sharing Wire:
The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

Final Instructions:

Step 1: Click to save for your records
Step 2: Click to save in XML format
Step 3: E-mail the XML file to aca.submit@usdoj.gov
Step 4: Fax THIS *SIGNED* PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY
Entered by _____

Entered on _____

◉ FY End: 12/31/2011

Date Printed: February 15, 2012 16:07

○ NCIC: TX1082000 Agency:

Phone: 956 581-6800

○ State: TX Contact: Lazaro Gallardo

E-mail: larry.gallardo@co.hidalgo.tx.us

AI-31168 **8. B.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: J.E.

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. #4:
Requesting authorization for the County Judge to execute the following the FY 2011 Equitable Sharing Agreement and Certification Report - Hidalgo County Constable Precinct 4.

BACKGROUND

The annual reports are prerequisites as per state and federal guidelines. Reports are being submitted to the Texas Attorney General, U.S. Department of Justice, and the U.S. Department of Treasury. The Hidalgo County Auditor's Office reviewed said reports.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal/ Budgetary impact.

Attachments

equitable sharing report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/22/2012 11:26 AM
Rosalinda Cantu	Rosie Cantu	02/24/2012 10:50 AM
Auditor's Office	Arcilia Duran	02/24/2012 11:49 AM
Purchasing Department	Marty Salazar	02/24/2012 02:19 PM

Form Started By: Joel Rivera Started On: 02/22/2012 11:06 AM

Final Approval Date: 02/24/2012

OMB Number 1123-0011
Expires 9-30-2014

Equitable Sharing Agreement and Certification

◯ **Police Department** ◯ **Sheriff's Office** ◯ **Task Force (Complete Table A, page2)**
◯ **Prosecutor's Office** ◉ **Other (specify)** CONSTABLE'S OFFICE

Agency Name: HIDALGO COUNTY CONSTABLE'S PRECINCT 4

NCIC/ORI/Tracking Number: T X 1 0 8 1 6 0 0

Street Address: 2814 S. BUSINESS HIGHWAY 281

City: EDINBURG **State:** TX **Zip:** 78539

Contact: Title: Chief Deputy First: JOEL Last: RIVERA

Contact: Phone: 956-383-8560 E-mail: joel.rivera@co.hidalgo.tx.us

☒ Same as Contact **Preparer:** First: JOEL Last: RIVERA

Preparer: Phone: 956-383-8560 E-mail: joel.rivera@co.hidalgo.tx.us

Last Fiscal Year End: 12/31/2011 **Agency Current Fiscal Year Budget:** $1,033,030.58

◯ **New Participant:** Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5)

◉ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5)

◯ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5).

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	$0.00	$0.00
2	Federal Sharing Funds Received	$0.00	$0.00
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income	$0.00	$0.00
5	Interest Income Accrued — Non-Interest Bearing ◉ / Interest Bearing ◯	$0.00	$0.00
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$0.00	$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	$0.00	$0.00
8	Ending Balance (difference between line 7 and line 6)	$0.00	$0.00

[1] Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

[2] Treasury Agencies are: IRS, ICE, CBP, USSS, and USCG.

	Summary of Shared Monies Spent	Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the *Justice Guide*	$0.00	$0.00
b	Total spent on overtime	$0.00	$0.00
c	Total spent on informants, "buy money," and rewards	$0.00	$0.00
d	Total spent on travel and training	$0.00	$0.00
e	Total spent on communications and computers	$0.00	$0.00
f	Total spent on weapons and protective gear	$0.00	$0.00
g	Total spent on electronic surveillance equipment	$0.00	$0.00
h	Total spent on buildings and improvements	$0.00	$0.00
i	Total transfers to other state and local law enforcement agencies (complete Table C, page 2)		
j	Total spent on other law enforcement expenses (complete Table D, page 3)		
k	Total Expenditures in Support of Community-based Programs (complete Table E, page 3)		
l	Total Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
m	Total spent on matching grants (complete Table G, page 3)		
n	**Total**	$0.00	$0.00
o	Did your agency receive non-cash assets? ◯ Yes ◉ No If yes, complete Table H, page 3.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Total the amount transferred to each agency on separate lines

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Total the amount transferred to each agency on separate lines

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table E: Expenditures in Support of Community-based Programs

Refer to § VIII.A.1.m and Appendix C of the *Justice Guide*

Recipient	Justice Funds	

Table F: Windfall Transfers to Other Government Agencies

Refer to § VIII.A.1.n of the *Justice Guide* and pp. 25-26 of the *Treasury Guide*

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Refer to § VIII.A.1.h of the *Justice Guide* and p. 22 of the *Treasury Guide*

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice ◯ Treasury ◯	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	☐ Race	☐ Color	☐ National Origin	☐ Gender
	☐ Disability	☐ Age	☐ Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Operations Unit, 1400 New York Avenue, N.W., Tenth Floor, Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide),* and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide).*

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal Equitable Sharing Program participant and has a current Equitable Sharing Agreement and Certification on file.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide,* including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides,* depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? ○ **Yes** ◉ **No**

If you answered yes to the above question, complete Table I

Agency Head
See ¶ 2 on page

Signature: _____
Name: J.E. "EDDIE" GUERRA
Title: CONSTABLE PRECICNT 4
Date: _____

Governing Body Head
See ¶ 2 on page

Signature: _____
Name: RAMON GARCIA
Title: HIDALGO COUNTY JUDGE
Date: _____

Subscribe to Equitable Sharing Wire:
The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

joel.rivera@co.hidalgo.tx.us

Final Instructions:

Step 1: Click to save for your records
Step 2: Click to save in XML format
Step 3: E-mail the XML file to aca.submit@usdoj.gov
Step 4: Fax THIS *SIGNED* PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY
Entered by _____
Entered on _____

Date Printed: February 23, 2012 13:50

○ FY End: 12/31/2011
◉ NCIC: TX1081600 Agency: HIDALGO COUNTY CONSTABLE'S PRECINCT 4 Phone: 956-383-8560
○ State: TX Contact: JOEL RIVERA E-mail: joel.rivera@co.hidalgo.tx.us

AI-31219 **8. C.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: J.E. Guerra

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. #4:
Presentation and discussion of the 2011 Racial Profiling Report as presented by the Hidalgo County Constable Precinct 4 Office, in accordance with Article 2.133 of the Texas Code of Criminal Procedure.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal/ budgetary impact.

Attachments

2011RP

code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/24/2012 10:45 AM
Rosalinda Cantu	Rosie Cantu	02/24/2012 01:22 PM
Auditor's Office	Arcilia Duran	02/24/2012 01:24 PM
Purchasing Department	Marty Salazar	02/24/2012 02:19 PM

Form Started By: Joel Rivera Started On: 02/24/2012 10:26 AM

Final Approval Date: 02/24/2012

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name:	HIDALGO CO. CONST. PCT. 4
Reporting Date:	02/24/2012
TCLEOSE Agency Number:	215104
Chief Administrator:	JOSE E. GUERRA
Agency Contact Information:	Phone: 956-383-8560 Email: constable4@co.hidalgo.tx.us Mailing Address: HIDALGO CO. CONST. PCT. 4 2814 S. Business highway 281 Edinburg, TX 78539

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

HIDALGO CO. CONST. PCT. 4 has adopted a detailed written policy on racial profiling. Our policy:

(1) clearly defines acts constituting racial profiling;

(2) strictly prohibits peace officers employed by the HIDALGO CO. CONST. PCT. 4 from engaging in racial profiling;

(3) implements a process by which an individual may file a complaint with the HIDALGO CO. CONST. PCT. 4 if the individual believes that a peace officer employed by the HIDALGO CO. CONST. PCT. 4 has engaged in racial profiling with respect to the individual;

(4) provides public education relating to the agency's complaint process;

(5) requires appropriate corrective action to be taken against a peace officer employed by the HIDALGO CO. CONST. PCT. 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the HIDALGO CO. CONST. PCT. 4's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: ***JOSE E. GUERRA***
Chief Administrator

HIDALGO CO. CONST. PCT. 4

Date: 02/24/2012

HIDALGO CO. CONST. PCT. 4Motor Vehicle Racial Profiling Information

Number of motor vehicle stops:

1. **344** citation only
2. **0** arrest only
3. **0** both

4. **344 Total** (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

5 **2** African
6. **0** Asian
7. **17** Caucasian
8. **325** Hispanic
9. **0** Middle Eastern
10. **0** Native American

11. **344 Total** (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

12. **0** Yes
13. **344** No

14. **344 Total** (lines 4, 11, 14 and 17 must be equal)

Search conducted?

15. **0** Yes
16. **344** No

17. **344 Total** (lines 4, 11, 14 and 17 must be equal)

Was search consented?

18. **0** Yes
19. **0** No

20. **0 Total** (must equal line 15)

under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001. Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 25, eff. September 1, 2009.

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS. (a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the

stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.
Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 26, eff. September 1, 2009.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED. (a) In this article:

(1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and

AI-31073 **8. D.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: Daniel Marichalar

Department: CONSTABLE PCT. #5

Information

CAPTION

Constable Pct. #5:
Requesting Approval and Authorization to submit the 2011 Chapter 59 Asset Forfeiture Audit Report as requested by the Attorney General of Texas.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary/ fiscal impact. Report is for reporting purposes only.

Attachments

2011 Asset Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/15/2012 11:28 AM
Rosalinda Cantu	Rosie Cantu	02/16/2012 09:08 AM
Purchasing Department	Angela Garcia	02/24/2012 03:38 PM

Form Started By: Mari Gutierrez Started On: 02/15/2012 09:42 AM

Final Approval Date: 02/24/2012

COPY

FY 2011
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Hidalgo Co. Constable Pct. 5

Reporting Period: (local fiscal year) 01/01/11 - 12/31/11

Agency Mailing Address: P.O. Box 324
Elsa Tx 78543

example: 01/01/11 to 12/31/11, 09/01/10 to 08/31/11 etc.

Phone Number: (956) 262-4200

County: Hidalgo

Email Address: felix.ramos@co.hidalgo.tx.us

This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I.	SEIZED FUNDS	
A)	Beginning Balance: **Instructions:** Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account.	$ -0-
B)	Seizures During Reporting Period: **Instructions:** Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.	
	1) Amount seized and retained in your agency's custody.	$ Ø
	2) Amount seized and transferred to the District Attorney pending forfeiture.	$ Ø
C)	Interest Earned on Seized Funds During Reporting Period: **Instructions:** Enter amount of interest earned on funds in your agency's seizure account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.	$ Ø
D)	Amount Returned to Defendants/Respondents:	$ Ø
E)	Amount Transferred to Forfeiture Account: **Instructions:** Include all amounts in your agency's possession forfeited during the reporting period and transferred to your forfeiture account. Do not include funds that are in an account held by another agency, e.g. the District Attorney's account.	$ Ø
F)	Ending Balance: **Instructions:** Add lines A, B(1), and C, subtract lines D and E, put total in line F.	$ Ø

II. FORFEITED FUNDS

A)	Beginning Balance: **Instructions:** Include total amount of forfeited funds that have been forfeited **to your agency** and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency.	$ 1,622.00
B)	Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: **Instructions:** Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.	$ Ø
C)	Interest Earned on Forfeited Funds During Reporting Period : **Instructions:** Include only the amount of interest earned on funds in your agency's forfeiture account or interest earned on funds derived from the sale of forfeited property during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.	$ Ø
D)	Proceeds Received by Your Agency From Sale of Forfeited Property: **Instructions:** Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.	$ Ø
E)	Total Expenditures of Forfeited Funds During Reporting Period: **Instructions:** From Total on Section VI.	$ Ø
F)	Ending Balance: Instructions: Add lines A through D, subtract line E, place total in line F.	$ 1,622.00

III. OTHER PROPERTY

Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)				
2) REAL PROPERTY (Count each parcel seized as one item)				
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)				
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)				
5) Other Property - Description: _____				
Other Property -Description: _____				
Other Property -Description: _____				

IV. **FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY**

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	Ø
B)	Real Property (the number of separate parcels of property, not a currency amount):	
C)	Computers (the number of computers, not a currency amount):	
D)	Firearms (the number of firearms, not a currency amount):	
E)	Other (the number of items, not a currency amount):	

V. **FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY**

Instructions: Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount):	Ø
B)	Real Property (the number of separate parcels of property, not a currency amount:	
C)	Computers (the number of computers, not a currency amount):	
D)	Firearms (the number of firearms, not a currency amount):	
E)	Other (the number of items, not a currency amount):	

VI. **EXPENDITURES**

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A)		**SALARIES**		
	1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements):	$ Ø	
	2.	Salary Budgeted Solely From Forfeited Funds:	$ Ø	
	3.	Number of Employees Paid Using Forfeiture Funds:		
		TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:		$ Ø

B)		**OVERTIME**		
	1.	For Employees Budgeted by Governing Body:	$ Ø	
	2.	For Employees Budgeted Solely out of Forfeiture Funds:	$ Ø	
	3.	Number of Employees Paid Using Forfeiture Funds:		
		TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:		$ Ø

C)	EQUIPMENT	
1.	Vehicles:	$ Ø
2.	Computers:	$
3.	Firearms, Vests, Personal Equipment:	$
4.	Furniture:	$
5.	Software:	$
6.	Maintenance Costs:	$
7.	Uniforms:	$
8.	K9 Related Costs:	$
9.	Other (Provide Detail on Additional Sheet):	$
	TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:	$ Ø

D)	SUPPLIES	
1.	Office Supplies:	$ Ø
2.	Cellular Air Time :	$
3.	Internet:	$
4.	Other (Provide Detail on Additional Sheet) :	$
	TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:	$ Ø

E)	TRAVEL	
1.	Total In State Travel	$ Ø
	a) Lodging:	$
	b) Air Fare:	$
	c) Meals (including per diem):	$
	d) Car Rental:	$
2.	Total Out of State Travel	$
	a) Lodging:	$
	b) Air Fare:	$
	c) Meals (including per diem):	$
	d) Car Rental:	$
3.	Fuel:	$
4.	Parking:	$

5.	Other (Provide Detail on Additional Sheet):	$ 0	
	TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:		$ 0

F)	**TRAINING**		
1.	Fees (Conferences, Seminars):	$ 0	
2.	Materials (Books, CDs, Videos, etc.):	$ 0	
3.	Other (Provide Detail on Additional Sheet):	$ 0	
	TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS		$ 0

G)	**INVESTIGATIVE COSTS**		
1.	Informant Costs:	$ 0	
2.	Buy Money:	$ 0	
3.	Lab Expenses:	$ 0	
4.	Other (Provide Detail on Additional Sheet) :	$ 0	
	TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:		$ 0

H)	**TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE**		
1.	Total Prevention/Treatment Programs (pursuant to 59.06 (h), (I), (j):	$ 0	
2.	Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):	$ 0	
	TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (pursuant to Articles 59.06 (h), (I), (j), (n), (o)):		$ 0

I)	**FACILITY COSTS**		
1.	Building Purchase:	$ 0	
2.	Lease Payments:	$ 0	
3.	Remodeling:	$ 0	
4.	Maintenance Costs:	$ 0	
5.	Utilities:	$ 0	
6.	Other (Provide Detail on Additional Sheet):	$ 0	
	TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:		$ 0

J)	**MISCELLANEOUS FEES**		
1.	Court Costs:	$ 0	
2.	Filing Fees:	$ 0	

3.	Insurance:	$ 0
4.	Witness Fees:	$
5.	Audit Costs and Fees:	$
6.	Other (Provide Detail on Additional Sheet):	$
	TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:	$ 0

K)	**TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT:**	$ 0
L)	**TOTAL OTHER PAID OUT OF CHAPTER 59 FUNDS (provide detailed descriptions on additional sheet(s) and attach to this report):**	$ 0
M)	**TOTAL EXPENDITURES:**	$ 0

NOTE: If you are governed by a Commissioners Court or a City Council, BOTH CERTIFICATIONS MUST BE COMPLETED. Otherwise, please complete the Agency Head Certification.

CERTIFICATION

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

COUNTY JUDGE, MAYOR or CITY MANAGER (Printed Name): _____

SIGNATURE: _____

DATE: _____

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

AGENCY HEAD (Printed Name): Daniel Marichalar

SIGNATURE: Daniel Marichalar

DATE: _____

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348
kent.richardson@oag.state.tx.us

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.

AI-31188 **9. A.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: Yolanda Chapa

Department: COUNTY JUDGE

Information

CAPTION

Update by the LRGVDC and S&B Infrastructure on EDA grant used to develop a Regional Master Plan and Regional Drainage Plan.

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	02/23/2012 11:30 AM
Roland Garcia	Rolando Garcia	02/24/2012 01:09 PM
Perla Lopez	Perla Lopez	02/24/2012 01:55 PM
Purchasing Department	Angela Garcia	02/24/2012 03:38 PM

Form Started By: SANDRA DELEON Started On: 02/23/2012 09:07 AM

Final Approval Date: 02/24/2012

AI-31063 **10. A.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: Chief Deputy Anacleto Martinez

Department: SHERIFF DEPT.

Information

CAPTION

Requesting authorization for the County Judge to execute the 2011 Equitable Sharing Agreement and Certification Report.

BACKGROUND

2011 Equitable Sharing Agreement and Certification Report attached.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact; agreement execution only.

Attachments

2011 Agreement & Certification Report

Form Review

Inbox	Reviewed By	Date
Anacleto Martinez	Anacleto Martinez	02/14/2012 12:11 PM
Budget & Management	Merlen P. Munoz	02/14/2012 01:25 PM
Manuel Chapa	Manuel Chapa	02/15/2012 09:08 AM
Auditor's Office	Arcilia Duran	02/23/2012 02:09 PM
Purchasing Department	Marty Salazar	02/23/2012 03:57 PM

Form Started By: Rosie Hinojosa Started On: 02/14/2012 10:47 AM

Final Approval Date: 02/23/2012

AI-31118 **11. B.**

CC REGULAR

Meeting Date: 02/28/2012

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Discussion, consideration and approval to transfer $2,083,333.00 to the County of Hidalgo Medicaid Supplemental Program Escrow Account for Indigent Healthcare expenditures for the 1st quarter of fiscal year 2012.

BACKGROUND

The State just informed us that the next IGT date for supplemental payments to hospitals will require entry in TexNet by February 28th, for settlement on February 29th. 2012 Budget = $8,250,000.00

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-444-00-240-004-2-843

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

BUDGETARY IMPACT:

Available funds for FY 2012 are $8,250,000.00 as of 2-17-12

Attachments

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/16/2012 03:21 PM
Manuel Chapa	Manuel Chapa	02/17/2012 10:00 AM
Auditor's Office	Arcilia Duran	02/22/2012 03:17 PM
Purchasing Department	Marty Salazar	02/23/2012 11:49 AM

Form Started By: Dairen Sarmiento Started On: 02/16/2012 12:59 PM

Final Approval Date: 02/23/2012

From: Jeff Brinker
To: 'Ray Eufracio', 'Norma Garcia (norma.garcia@treasurer.co.hidalgo.tx.us)', 'eddie.olivarez@hchd.org'
CC: 'Dairen Sarmiento', 'Linda Fong (linda.fong@auditor.co.hidalgo.tx.us)', 'alfredo.zamarripa@treasurer.co.hidalgo.tx.us', John Thorpe
Date: Thursday, February 16, 2012 11:23:23 AM
Subject: Hidalgo UPL: Next IGT Date

The State just informed us that the next IGT date for supplemental payments to hospitals will require entry in TexNet by February 28th, for settlement on February 29th. We will contact you next week to discuss the amount the County would like to contribute for this next quarter. In the meantime, please let us know if you have any questions. Thanks.

Jefferson M. Brinker, Attorney
GJERSET & LORENZ, LLP
2801 Via Fortuna, Suite 500
Austin, TX 78746
Phone: (512) 899-3995
Cell: (512) 963-9881
Fax: (512) 899-3939

Caution: this communication may be subject to attorney-client privilege and/or attorney work product. Please do not forward this communication without permission. If you have received this communication in error, please contact us immediately.

AI-31045 **12. A.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: Rene Guerra, District Attorney

Department: HIDTA

Information

CAPTION

Requesting authorization for the County Judge to execute the following:
1. FY 2011 Equitable Sharing Agreement and Certification Report - Hidalgo County HIDTA Task Force
2. FY 2011 Equitable Sharing Agreement and Certification Report - Hidalgo County District Attorney's Office

BACKGROUND

The annual reports are prerequisites as per federal guidelines. Reports are being submitted to the U.S. Department of Justice and U.S. Department of Treasury. The Hidalgo County Auditor's Office reviewed said reports.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact

Attachments

HIDTA-2011 Equitable Sharing Agreement

DA's-2011 Equitable Sharing Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/13/2012 11:22 AM
Sylvia Solis	Sylvia Solis	02/16/2012 08:11 AM
Purchasing Department	Angela Garcia	02/24/2012 03:38 PM

Form Started By: Nelda Olivarez Started On: 02/13/2012 10:00 AM

Final Approval Date: 02/24/2012

OMB Number 1123-0011
Expires 9-30-2014

Equitable Sharing Agreement and Certification

◯ **Police Department** ◯ **Sheriff's Office** ◉ **Task Force (Complete Table A, page2)**
◯ **Prosecutor's Office** ◯ **Other (specify)** _____

Agency Name: Hidalgo County HIDTA Task Force

NCIC/ORI/Tracking Number: T X 1 0 8 2 7 0 0

Street Address: P.O. BOX 5718

City: McAllen **State:** TX **Zip:** 78502

Contact: Title: Commander First: Dora L. Last: Munoz

Contact: Phone: (956) 381-0444 E-mail: dmunoz@hidtataskforce.net

☐ Same as Contact **Preparer:** First: Nelda Last: Olivarez

Preparer: Phone: (956) 381-0444 E-mail: nelda.olivarez@co.hidalgo.tx.us

Last Fiscal Year End: 12/31/2011 **Agency Current Fiscal Year Budget:** $824,208.58

◯ **New Participant:** Read the Equitable Sharing Agreement (page 6) and sign the Affidavit (page 7)

◉ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 6), and sign the Affidavit (page 7)

◯ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 6), and sign the Affidavit (page 7).

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	$517,059.60	$519,628.64
2	Federal Sharing Funds Received	$15,888.60	$18,997.17
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 3)		
4	Other Income		
5	Interest Income Accrued — Non-Interest Bearing ◯ Interest Bearing ◉	$689.51	$677.76
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$533,637.71	$539,303.57
7	Federal Sharing Funds Spent (total of lines a - m below)	$134,478.34	$19,230.79
8	Ending Balance (difference between line 7 and line 6)	$399,159.37	$520,072.78

[1] Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

[2] Treasury Agencies are: IRS, ICE, CBP, USSS, and USCG.

	Summary of Shared Monies Spent	Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the *Justice Guide*	$0.00	$10,768.95
b	Total spent on overtime	$0.00	$8,461.84
c	Total spent on informants, "buy money," and rewards	$1,100.00	
d	Total spent on travel and training	$19,077.67	
e	Total spent on communications and computers	$28,096.01	
f	Total spent on weapons and protective gear	$9,948.40	
g	Total spent on electronic surveillance equipment	$255.00	
h	Total spent on buildings and improvements	$1,674.45	
i	Total transfers to other state and local law enforcement agencies (complete Table C, page 3)		
j	Total spent on other law enforcement expenses (complete Table D, page 3)	$74,326.81	
k	Total Expenditures in Support of Community-based Programs (complete Table E, page 4)		
l	Total Windfall Transfers to Other Government Agencies (complete Table F, page 4)		
m	Total spent on matching grants (complete Table G, page 4)		
n	**Total**	$134,478.34	$19,230.79
o	Did your agency receive non-cash assets? ◯ Yes ◉ No If yes, complete Table H, page 4.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number
Hidalgo County Criminal District Attorney	TX1080158A
Hidalgo County HIDTA Task Force	TX1082700
Hidalgo County Constable's Office Prct 3	TX1080200
McAllen Independent School District PD (K-9)	TX1082600
Bureau of Alcohol, Tobacco & Firearms (ATF)	TXIN50504
Drug Enforcement Administration (DEA)	TXDEA1300
Federal Bureau of Investigation (FBI)	TXFBIMA00
U.S. Marshal's Service (USMS)	USM108100
U.S. Customs and Border Protection	TX15S0504

Agency Name	NCIC/ORI/Tracking Number
Internal Revenue Service (IRS)	T X I R S 0 7 0 1

Table B: Equitable Sharing Funds Received from other Agencies

Total the amount transferred to each agency on separate lines

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: NCIC/ORI/Tracking Number:		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Total the amount transferred to each agency on separate lines

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: NCIC/ORI/Tracking Number:		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
Hauling & Freight Service (seized vehicles)	$911.95	
Equip R&M Services	$10,623.80	
Rental of Equipment	$127.00	
Property Insurance	$748.10	
Liability Insurance - Vehicle	$5,370.96	
Public Official Insurance	$2,837.45	
Other Insurance	$4,913.12	
Surety & Notary Bonds	$85.99	
Postage & Express Mail Charges	$635.31	
Advertising	$2,022.40	
Printing	$1,043.00	
Office Supplies	$4,484.29	
Education/Instructional Supplies	$1,396.25	
Chem, Drugs, Meds & Lab	$102.71	

Description of Expense	Justice Funds	Treasury Funds
Police Supplies	$4,335.02	
Safety Supplies	$616.31	
Other Misc Supplies	$5,277.10	
Gasoline	$14,613.45	
Bottle Water	$282.10	
Reference Materials	$119.80	
Minor Office Equip & Furniture	$1,889.39	
Equip & Vehicle R&M Supplies	$1,599.18	
Other R&M Supplies	$15.00	
Due & Memberships	$550.00	
Court Costs	$3,364.00	
Late Fees, Penalties	$437.66	
Other	$5,925.47	

Table E: Expenditures in Support of Community-based Programs

Refer to § VIII.A.1.m and Appendix C of the *Justice Guide*

Recipient	Justice Funds	

Table F: Windfall Transfers to Other Government Agencies

Refer to § VIII.A.1.n of the *Justice Guide* and pp. 25-26 of the *Treasury Guide*

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Refer to § VIII.A.1.h of the *Justice Guide* and p. 22 of the *Treasury Guide*

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset

Source	Description of Asset
Justice ◯	
Treasury ◯	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	☐ Race	☐ Color	☐ National Origin	☐ Gender
	☐ Disability	☐ Age	☐ Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Operations Unit, 1400 New York Avenue, N.W., Tenth Floor, Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 7) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide),* and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide).*

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal Equitable Sharing Program participant and has a current Equitable Sharing Agreement and Certification on file.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide,* including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides,* depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? ○ **Yes** ◉ **No**

If you answered yes to the above question, complete Table I

Agency Head
See ¶ 2 on page

Signature: _____

Name: Rene Guerra

Title: Criminal District Attorney

Date: _____

Governing Body Head
See ¶ 2 on page

Signature: _____

Name: Ramon Garcia

Title: County Judge

Date: _____

Subscribe to Equitable Sharing Wire:
The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

nelda.olivarez@co.hidalgo.tx.us

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Step 2: Click to save in XML format
Step 3: E-mail the XML file to aca.submit@usdoj.gov
Step 4: Fax THIS *SIGNED* PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY
Entered by _____

Entered on _____

○ FY End: 12/31/2011

Date Printed: February 10, 2012 15:20

◉ NCIC: TX1082700 Agency: Hidalgo County HIDTA Task Force Phone: (956) 381-0444

○ State: TX Contact: Dora L. Munoz E-mail: dmunoz@hidtataskforce.net

JUSTICE FUNDS
Summary of Shared Monies Spent - 2011

Guide to Equitable Sharing for State and Local Law Enforcement Agencies

VIII. What Are the Uses of Equitably Shared Property?
A. Law enforcement uses

The fact that shared property was forfeited as a result of a particular federal violation does not limit its use. For example, when an agency receives a share of property that was forfeited for a federal drug violation, the recipient is not limited in its use of the property in the recipient agency's drug enforcement program. Among the following uses, priority should be given to supporting community policing activities, training, and law enforcement operations

SUMMARY OF SHARED MONIES SPENT	Object Description	County Object Code	Object Code Total	TOTAL REPORTED
j Total spent on other law enforcement expenses				
	Hauling & Freight Service	346	911.95	
	Equip R&M Service	432	10,623.80	
	Rental of Equipment &Vehicle	442	127.00	
	Property Insurance	521	748.10	
	Liability Insurance - Vehicle	522	5,370.96	
	Public Official Insurance	523	2,837.45	
	Other Insurance	524	4,913.12	
	Surety & Notary Bonds	529	85.99	
	Postage & Express Mail Charges	535	635.31	
	Advertising	540	2,022.40	
	Printing	550	1,043.00	
	Office Supplies	601	4,484.29	
	Education /Instructional	603	1,396.25	
	Chem,Drugs, Meds & Lab	604	102.71	
	Police Supplies	611	4,335.02	
	Safety Supplies	613	616.31	
	Other Misc. Supplies	619	5,277.10	
	Gasoline	626	14,613.45	
	Bottle Water	631	282.10	
	Reference Materials	640	119.80	
	Minor Office Equip and Furniture	661	1,889.39	
	Equip & Vehicle R&M Supplies	672	1,599.18	
	Other R&M Supplies	679	15.00	
	Due & Memberships	810	550.00	
	Court Costs	831	3,364.00	
	Late Fees, Penalties	855	437.66	
	Other	890	5,925.47	
				$ 74,326.81

OMB Number 1123-0011
Expires 9-30-2014

Equitable Sharing Agreement and Certification

◯ **Police Department** ◯ **Sheriff's Office** ◯ **Task Force (Complete Table A, page2)**
◉ **Prosecutor's Office** ◯ **Other (specify)** _____

Agency Name: Hidalgo County District Attorney's Office

NCIC/ORI/Tracking Number: T X 1 0 8 0 1 5 A

Street Address: 100 N. Closner

City: Edinburg **State:** TX **Zip:** 78539

Contact: Title: Mr. First: Roy Last: Cazares

Contact: Phone: (956) 318-2300 E-mail: roy.cazares@da.co.hidalgo.tx.us

☐ Same as Contact **Preparer:** First: Nelda Last: Olivarez

Preparer: Phone: (956) 381-0444 E-mail: nelda.olivarez@co.hidalgo.tx.us

Last Fiscal Year End: 12/31/2011 **Agency Current Fiscal Year Budget:** $7,726,369.26

◯ **New Participant:** Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5)

◉ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5)

◯ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5).

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	$0.00	$0.00
2	Federal Sharing Funds Received	$60,173.19	
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income	$0.00	$0.00
5	Interest Income Accrued — Non-Interest Bearing ◯ Interest Bearing ◉		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$60,173.19	$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	$0.00	$0.00
8	Ending Balance (difference between line 7 and line 6)	$60,173.19	$0.00

[1] Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

[2] Treasury Agencies are: IRS, ICE, CBP, USSS, and USCG.

	Summary of Shared Monies Spent	Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the *Justice Guide*		
b	Total spent on overtime		
c	Total spent on informants, "buy money," and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other state and local law enforcement agencies (complete Table C, page 2)		
j	Total spent on other law enforcement expenses (complete Table D, page 3)		
k	Total Expenditures in Support of Community-based Programs (complete Table E, page 3)		
l	Total Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
m	Total spent on matching grants (complete Table G, page 3)		
n	**Total**	$0.00	$0.00
o	Did your agency receive non-cash assets? ◯ Yes ◉ No If yes, complete Table H, page 3.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Total the amount transferred to each agency on separate lines

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Total the amount transferred to each agency on separate lines

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table E: Expenditures in Support of Community-based Programs

Refer to § VIII.A.1.m and Appendix C of the *Justice Guide*

Recipient	Justice Funds

Table F: Windfall Transfers to Other Government Agencies

Refer to § VIII.A.1.n of the *Justice Guide* and pp. 25-26 of the *Treasury Guide*

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Refer to § VIII.A.1.h of the *Justice Guide* and p. 22 of the *Treasury Guide*

Matching Grant Name	Justice Funds	Treasury Funds

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Source	Description of Asset
Justice ◯	
Treasury ◯	

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Name of Case	Type of Discrimination Alleged			
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	☐ Disability	☐ Age	☐ Other _____	

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1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide).*

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The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

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Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? ○ **Yes** ◉ **No**

If you answered yes to the above question, complete Table I

Agency Head
See ¶ 2 on page

Signature: _____

Name: Rene Guerra

Title: Criminal District Attorney

Date: _____

Governing Body Head
See ¶ 2 on page

Signature: _____

Name: Ramon Garcia

Title: County Judge

Date: _____

Subscribe to Equitable Sharing Wire:
The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

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FOR AGENCY USE ONLY
Entered by _____

Entered on _____

○ FY End: 12/31/2011

Date Printed: February 06, 2012 14:21

◉ NCIC: TX108015A Agency: Hidalgo County District Attorney's Office Phone: (956) 318-2300

○ State: TX Contact: Roy Cazares E-mail: roy.cazares@da.co.hidalgo.tx.us

AI-31197 **13. A.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: Sergio Cruz

Department: BUDGET & MANAGEMENT

Information

CAPTION

Public Defenders Department - Juvenile Section (1282):
Discussion, consideration, and action to approve a resolution authorizing the summittal of a grant renewal - FY2013 Indigent Defense Discretionary Grant program and designating the County Judge as the Authorized Official.

BACKGROUND

Grant renewal (year 2 of 4) 40% county match
Reference AI# 25416 (year 1 of 4) 20% county match
year 3 & 4 possible county match 60% & 80% respectively.

Fiscal Impact

FISCAL YEAR: FY2013 **ACCT. #:** 2-1282-412-30-085-004-3-XXX

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

BUDGETARY IMPACT:

Submittal of Resolution to Application does not require funding at this time.
County match from Public defense funds.
Estimated County match for year 2: 40%
Year 3 & 4 possible county match 60% & 80% respectively.

Attachments

resolution
backup

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	02/24/2012 02:10 PM
Budget & Management	Merlen P. Munoz	02/24/2012 02:15 PM
Purchasing Department	Angela Garcia	02/24/2012 03:38 PM

Form Started By: Manuel Chapa Started On: 02/23/2012 01:48 PM

Final Approval Date: 02/24/2012

2013 Hidalgo County Resolution
Indigent Defense Discretionary Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 71.062 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Commission on Indigent Defense to provide improvements in indigent defense services in the county; and

WHEREAS, the commissioners court authorizes this grant program and application to assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hidalgo County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hidalgo County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county or other official designated by the commissioners' court is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Discretionary Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Jaime E Gonzalez is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 2012.

_____

Ramon Garcia
County Judge

Attest:

_____

County Clerk

Note: This Required Resolution is to obtain grant funds. Please do not alter it other than to fill in the optional spaces. Please direct request to alter to the Commission Special Counsel.

Internet Submission Form

After submitting the discretionary grant application on-line, the following Internet submission confirmation number was received #_____. This grant application submission was in accordance with the Commissioners Court Resolution above.

_____

Ramon Garcia
County Judge

Attachment A

Required Conditions and Reports

Method of Calculation

The budget on the Statement of Grant Award was developed under the assumptions that the grant be based on a twelve month period. The schedule is intended to provide the county twelve months of funds at each of the original agreed upon funding levels less start-up costs. If the county has a delayed start in the beginning year (FY2012), it may necessitate an adjustment in future years to allow the county to fully expend grant funds. The intention is to follow a declining schedule of 80% in the first year; then, 60% in the second year; then, 40% in the third year; and, finally, 20% in the year of TIDC support. The grants will remain on a fiscal year (October to September), but future awards will reflect any needed modifications to implement this policy.

Program Requirements

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program (Note: if the county contracts the public defender office to a non-profit corporation or governmental entity then they will ensure the following are performed):

- The County will operate a Public Defender's Office as defined in Article 26.044 of the Texas Code of Criminal Procedure as amended by the 82nd Legislature. If a non-profit corporation is selected by the County to operate the public defender's office, the Contract must require the non-profit corporation to maintain at least one person in the office locally to serve as Chief Public Defender who meets the qualifications set forth in Article 26.044 (f) to supervise and manage the operation of the office and provide direct representation.

- The county will submit reports to obtain reimbursement of expended funds based on actual expenditures. The reimbursements will be proportional to the county's required match.

- This grant requires quarterly progress reports to provide information on the effectiveness of the program. The Commission grants administrator will construct an on-line progress report that best reflects the actual work performed in this program and is consistent with the FY2012 application listed below as edited and agreed to. The county will be able to request modifications to the on-line report when the performance measures are determined to not accurately reflect the work performed.

- The county must continue the Oversight Board to supervise the operation of this program. The county will submit a written policy on how the members are to be selected.

- The county or its designee must maintain a written policy that includes caseload standards for each attorney and for the general operation of this program. In developing caseload standards, nationally recognized standards and standards used by other states shall be taken into consideration (such as National Advisory Commission on Criminal Justice Standards and Goals). The written policy for caseload standards should be provided to the Commission staff along with the first quarterly progress report. The caseload standard policy should require the Chief Public Defender to review actual caseloads at least quarterly. The Chief Public Defender may make overrides or under-rides based on overall complexity of cases, overall type of cases, attorney experience, support staff experience, court needs, available technology to augment services, or other factors that affect the delivery of services. The Chief Public Defender must notify the program's Oversight Board in writing if an exception to the caseload standards is authorized.

- The county or its designee must provide to the Commission staff the minimum job requirements and a full job description of the FTE positions specified under this project before positions are publicly posted. The posting must meet the Hidalgo County Juvenile Board Indigent Defense Plan Minimum Attorney Qualifications for all levels of cases.

- The survey required in the Evaluation section of the FY2012 application listed below should be conducted during the 2nd and 4th years of operation of the program. The county must summarize the results received back from the participants of the survey and discuss any improvements made to the

program. The analysis of the survey results in the 4th year must compare the findings between the two survey events. The county must provide the Commission with a copy of the analyses (not the unanalyzed survey responses).

— A draft of the Policies and Procedures Manual required in the Methodology section of the FY2012 application listed below should be provided to the Commission staff along with the 2nd quarterly progress report. A final version of the Policies and Procedures Manual shall be completed and delivered to the Commission staff along with the Final Progress Report for FY2012.

— Equipment costs listed in the first year start-up budget will not be carried forward into subsequent years of funding. If the County selects a non-profit corporation the proposal and contract must include the method for funding equipment to operate the Public Defender Office.

AI-31088 **14. B.**

CC REGULAR

Meeting Date: 02/28/2012

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Contract for Lease Election Services between Hidalgo County and City of Penitas for their election to be held on May 12, 2012.

BACKGROUND

One (1) original of Contract for Election Services.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:**

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

BUDGETARY IMPACT:

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

Attachments

City of Penitas 2012

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/15/2012 02:39 PM
Roland Garcia	Rolando Garcia	02/16/2012 04:11 PM
Auditor's Office	Arcilia Duran	02/22/2012 01:44 PM
Purchasing Department	Marty Salazar	02/22/2012 02:13 PM

Form Started By: Amanda Valdez Started On: 02/15/2012 02:07 PM

Final Approval Date: 02/22/2012

THE STATE OF TEXAS §
§ CONTRACT FOR LEASE 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 PENITAS**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 12, 2012**.

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 election to be held on **May 12, 2012**, 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) 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

(C) Provide PDF CD file for Early Voting and Election Day Poll Book(s);

(D) 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. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage charge;
I. Fee for Voter Registration List(s) in CD format;
J. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for Early Voting and Election Day by Entity;

6.03 Provide iVotronic scheduled training for Judges and/or clerks or a representative from the Political Subdivision at not cost to the ENTITY;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 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

Ms. Ana Cantu
City Secretary
City of Penitas
P.O. Box 204
Penitas, TX 78576

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 _____, 2012

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 PENITAS
ENTITY

BY: Ana Cantu

PRINT: MS. ANA CANTU
TITLE: CITY SECRETARY

ATTEST

BY: Noe H.

PRINT: Noe H. Cavazos
TITLE: City Administrator

2012 Hidalgo County Elections
Leasing 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 Penitas Proposition	DATE: May 12, 2012

	Programming Services for iVotronic	Price	Quantity	Total
6.01				
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 Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contests/ Office)	$10.00	0	$0.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	1	$10.00
E	Audio Files (Per Candidates/ Responses)	$10.00	2	$20.00
F	Election Media per Polling Location(s)	$100.00	2	$200.00
G	iVotronic Voting Machine(s)	$150.00	2	$300.00
G	ADA iVotronic Voting Machine(s)	$150.00	2	$300.00
H	Delivery/Pick-up Fee (includes Mileage)	$450.00	1	$450.00
I	Voter Registration List(s) (CD Format) for Mail-In-Ballot(s) Request	$17.50	1	$17.50
			Total iVotronic Programming Charges	$1,772.50

6.02	Early Voting and Election Day Poll Book	Price	Quantity	Total
	PDF CD File	$17.50	1	$17.50
			Total Poll Book Charges	$17.50

6.03	Training	Price	Quantity	Total
	iVotronic scheduled training	$0.00	1	$0.00
			Total Training Charges	$0.00

6.04	Supplies	Price	Quantity	Total
	Provisional Bag(s)	$2.00	0	$0.00
	Small Ballot Box(es)	$5.00	0	$0.00
	Large Ballot Box(es)	$10.00	0	$0.00
	Seals (10 per Pack)	$1.79	0	$0.00
	Combination Forms (10 per Pack)	$2.00	0	$0.00
	Table Top Booth(s) (For Provisional Voting)	$2.00	0	$0.00
	Polling Location Map(s)	$17.00	0	$0.00
			Total Supplies Charges	$0.00

6.05		
	Subtotal	$1,790.00
	Administrative Fees (10%)	$179.00
	ESTIMATE GRAND TOTAL	$1,969.00

NOTE: Not all supplies are inclusive

AI-31054 **15. A.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: Teresa Flores

Department: HEAD START

Information

CAPTION

Discussion/Approval to Advertise and Approval of Statement of Qualifications, Requirements and Scope of Services for the Following:

1. Medical and Dental Providers
2. Mental Health Providers
3. Special Services Providers

BACKGROUND

Policy Council Approval: 02.15.12

Attachments

Provider Services

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/14/2012 01:22 PM
Roland Garcia	Rolando Garcia	02/17/2012 10:33 AM
Purchasing Department	Angela Garcia	02/24/2012 03:38 PM

Form Started By: Linda Galaviz Started On: 02/14/2012 09:13 AM

Final Approval Date: 02/24/2012

Hidalgo County Head Start Program
Policy Council Agenda

DATE: February 15, 2012

SUBJECT: Discussion/Approval to Advertise and Approval of Statement of Qualifications, Requirements and Scope of Services for the Following:

1) Medical & Dental Providers
2) Mental Health Providers
3) Special Services Providers

RATIONALE/NEED: Administration needs to obtain medical/dental, mental health, and special services for the Head Start children for the next school year.

RECOMMENDATION: Administration recommends approval

COST: As specified on services required

RELATED INFORMATION INCLUDED: Qualifications, Requirements and Scope of Services

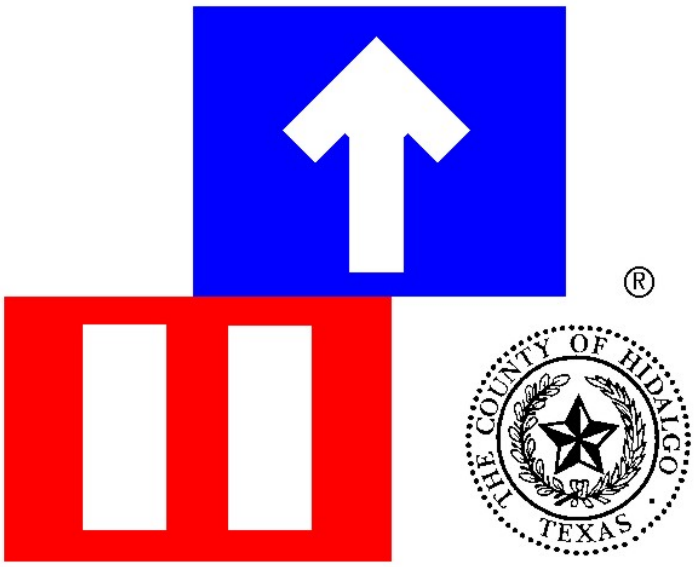
* *

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director E. Garcia

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

MEDICAL/ DENTAL PROVIDERS



Hidalgo County Head Start Program

BID NO:2012-001-04-11	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

MEDICAL & DENTAL PROVIDERS

Hidalgo County Head Start
McAllen, Texas

February 21, 2012

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"MEDICAL & DENTAL PROVIDERS"
BID NO: 2012-001-04-11

1) Request For Qualifications Letter, consisting of 1 page.

2) Request for Qualifications, Legal Notice, consisting of 6 pages.

3) Acknowledgement Form, consisting of 1 page.

4) Requirements Criteria, Exhibit A, consisting of 7 pages.

5) Evaluation Criteria, Exhibit B, consisting of 2 pages.

6) Certification Regarding Debarment, Suspension, Ineligibility consisting of 1 page.

7) Insurance Requirements, Exhibit C, consisting of 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 2 pages.

9) Proposer's Affidavit, Exhibit E, consisting of 1 page.

10) Vendor Application and Historically Underutilized Business (HUB) Declaration 2 pages.

11) Draft Contract for Professional Services, consisting of 6 pages.

12) W-9 Form (Request for Taxpayer ID), 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 Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director — February 21, 2012

Hidalgo County Head Start Program

February 21, 2012

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
“MEDICAL & DENTAL PROVIDERS”
BID NO: 2012-001-04-11

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

1. Sealed Statements of Qualifications will be received for "MEDICAL & DENTAL PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ 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: REQUEST FOR QUALIFICATIONS (RFQ) "Medical & Dental Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. Wednesday, April 11, 2012. 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 Head Start Program 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 Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, April 4, 2012 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Friday, April 6, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ 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 Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program 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 open RFQ.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee.

Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program 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 Head Start Program in order to establish an account with the Hidalgo County Head Start Program. 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 4:30 P.M., Monday-Thursday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid.
Should eligibility status change, the Provider must notify the Medical & Dental Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.
Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.
c) Purchase Order Number.
d) Notation - for- "**Medical & Dental Providers"** for the Hidalgo County Head Start Program.

e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	April 11, 2012
Award of Contract	_____
Commence Work or Deliver Products	_____

16. **Debarment Certification**;

. **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45 CFR76.**

17. Ethical Standards:

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

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, Hidalgo County Head Start Program 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 Head Start Program (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 Head Start Program 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 that contracts or seeks to contract with Hidalgo County Head Start Program 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 Head Start Program are encouraged to refer to Texas Local Government Code 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 PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer 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 Hidalgo County Head Start Program.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, states and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

    . Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

    . 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 RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 RFQ officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program 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 RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider'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 RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements 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 RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program 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 RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ 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. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information may result in rejection of the RFQ as non-conforming.

Request for Qualification

"MEDICAL & DENTAL PROVIDERS"
RFQ No: 2012-001-04-11

February 21, 2012

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program 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 Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

Requirements/
Scope of Services

RFQ 2012-001-04-11

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"MEDICAL & DENTAL PROVIDERS"
RFQ 2012-001-04-11

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications form qualified State of Texas registered Medical and Dental firms in order to establish a pre-qualified pool of Therapist on an "As needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of one (1) Year. The Hidalgo County Head Start Program- Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on "**Medical & Dental Services Hidalgo County Head Start Program" "Request of Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Wednesday, April 11, 2012. Any RFQ received after that time will not be opened and will be returned.**

Deliver Submittal to:

RFQ Number: 2012-001-04-11

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Wednesday April 4, 2012 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST
Effective January 01, 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 North Closner, Edinburg, TX 78539--- Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein Exhibit E) 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 BIDS:
Hidalgo County Head Start Program Procurement 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 Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict participation. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County Head Start Program requires submitters, when hand delivering statements of qualifications, to have a Procurement 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 in order to be considered. **Please sign the original in BLUE ink**.

WAIVING OF INFORMALITIES:
Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

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.

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 three (3) copies of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFQ for Medical & Dental Providers are presented below in the order they should be incorporated into the submitted document.

A. Name of the Medical & Dental Provider and Specialty.
B. Business Address and Telephone Number.
C. The name of the Professional who will be the Primary Contact Person and the names and qualifications of any associates in the office who will also be assisting with providing the services required. Curriculum Vitae, rsumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:

    1. Number of available staff providing services, résumé to include current place of employment, two reference letters, and updated copies of individual licenses/certificates.
    2. Cultural, linguistic sensitivity, diversity and flexibility to be considered for evaluations and treatment.
    3. Office sites and locations: Provide a list of the office sites/locations throughout Hidalgo County. **NOTE:** Head Start does not provide space accommodations at the centers for the provision of services.
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C."
    5. Include copy of Texas Drivers License photo I.D. and proof of criminal background.

D. Furnish the following:
   1. Sample copy of a comprehensive Medical & Dental Evaluation for three (3) to five (5) year old children.

E. Attach “Letters of References” from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.

F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

G. All Medical & Dental Providers will be responsible to be knowledgeable of all current Medicaid regulations pertaining to reimbursement for services rendered to Head Start children.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications. Engagement for rendering services would include, but not be limited to the following:

I. Scope of Medical Services (as mandated by State-Medicaid and Federal Guidelines) include, but may not be limited to the following:

   A. Family profile and health
   B. Nutrition
   C. Development according to age and child’s health
   D. Allergies
   E. Mental Health
   F. Health Education
   G. Physical Examination – A complete physical examination to check all body systems and regions beginning at the time of enrollment (example: appearance, head, skin/nodes, eyes, ears, nose, mouth/throat, teeth, neck, chest/breast, heart, pulses, abdomen, genitalia/anus, spine, extremities, muscle tone, etc.) will include the following:

      1. Height-Weight
      2. Blood Pressure
      3. Vision Screen (as mandated by Medicaid). A basic eye chart screen. For example, the Tumbling E, HOTV.
      4. Hearing Screen (as mandated by Medicaid). A basic screen done by an audiometer.
      5. Hemoglobin/Hematocrit – A procedure to determine iron deficiency anemia.
      6. Lead screening – A procedure to determine lead levels in the blood.
      7. Immunizations – All or any immunizations required to update the child’s health record.

8. Mantoux Tuberculin Skin Test – An intra-dermal test consisting of 0.1cc tuberculin for proof of T.B. with date result and signature of person providing the test.
9. Strabismus Testing – A procedure to determine if child lacks strength, eye coordination.
10. Dental Screen – A visual exam to determine the category of a child's dental exam (Example: Needs Attention Soon, Needs Routine Care).

H. Final Diagnosis, assessment and/or Plan.

I. Referral – If an abnormal physical exam arises and the provider is unable to treat condition, a referral should be made at once. Parent will be notified as soon as abnormality is found or detected.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

II Scope of Dental Health Services (as mandated by Medicaid Guidelines)
include, but are not limited to the following:

A. A complete and comprehensive dental examination – on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:

1. A visual examination
2. X-Rays
3. Prophylaxis (cleaning)
4. Nutritional counseling
5. Behavior management, if necessary

B. Periodic Oral Examination- Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.

C. Referral – If an abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected, and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended "List of Providers" by the dental provider.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPAA Compliance.

SUBMITTERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County Head Start Program **requires one (1) original** submittal and **three (3) copies**.

SECTION III – SELECTION AND SCHEDULES

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 OR 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, school districts, or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
   The provider shall designate experienced therapist 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:**
   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 its 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.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS:**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Wednesday, April 11, 2012.** 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 Head Start Program.

RFQ SCORING AND RANKING:
A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.
B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

RFQ # 2012-001-04-11

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 (20)**
   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 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 therapy 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** (20)
   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 its 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.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Hidalgo County Head Start Program
MEDICAL & DENTAL PROVIDERS
RFQ № 2012-001-04-11

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	_____
Comments/Rationale for Points:		
2. Experience of Project Manager	25	_____
Comments/Rationale For Points:		
3. Experience/Availability of Project Manager	20	_____
Comments/Rationale For Points:		
4. Understanding of Project	25	_____
Comments/Rationale For Points:		
5. Familiarity with Applicable Rules and Regulations	10	_____
Comments/Rationale For Points:		

Provider: _____

Evaluator(s): _____ Date: _____

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:_____

Business Name:_____

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

EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

RFQ 2012-001-04-11

EXHIBIT "C"

Insurance Requirements
Professional Services

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

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) 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 ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $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 respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program 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.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded 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/Applicant:

A certificate of insurance for the required insurance limits shall be provided to the Hidalgo County Head Start Program – Procurement Department in order to qualify for award to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to Procurement Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE;

1. Licenses:_____
2. Bonds:_____
3. Certificates: _____
4. Permits:_____
5. Other:_____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT D

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

CONFLICT OF INTEREST

RFQ 2012-001-04-11

EXHIBIT D

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 Hidalgo County Head Start Program. 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 that 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, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

PROPOSER'S AFFIDAVIT

RFQ 2012-001-04-11

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "MEDICAL & DENTAL SERVICE PROVIDERS"

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 any 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 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 _____, 2012

Notary Public _____

My Commission expires: _____, 2012

HIDALGO COUNTY Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name:	**Telephone Name: ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax Name: ( )**
Physical Address:	
City, State, Zip:	**Tax I.D. №**
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 №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

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 ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(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 Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

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? ☐ State General Services 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 Contractor Name:_____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____

Address:_____ City:_____ State:_____ Zip:_____
Contact Person:_____ Title:_____ Phone № ( )_____
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 №: ( )_____
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 №: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed_____

CONTRACT FOR SERVICES
MEDICAL AND DENTAL
C-12-001-04-11

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August, 2012** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "the Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the **31st** day of **July, 2013** or as provided herein**.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

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NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the “services”) provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Provider Name
Provider Address

6. Provider agrees to at all times be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq.,

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Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate this Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

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

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2012) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

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

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

J. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for

Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

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

By: _____
Stephen L. Crain

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Exhibit A

Description of Services – Medical Service

The provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete physical examination (head to toe assessment) at his/her respective practice or center site on the initial visit. The form "**PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** will be shown with date of exam, signature of the Provider, referral and or treatment.
2. Any "abnormal findings" or "not evaluated" will be accompanied by an explanation
3. Minor acute illnesses will be referred to their own family physician, if none is available, clients will be treated on site and follow-up appointment made for a later date.
4. Chronic illnesses or other abnormalities encountered will be referred for further evaluation or treatment.
5. ALL MEDICAID CHILDREN WILL RECEIVE AN EXAM AS PER THE EPSDT MEDICAL PROCEDURES SCHEDULED BY AGE. (Medicaid Provider Procedure Manual)
6. Physical findings, treatments and or referrals will be discussed with parents upon completion of examination.
7. Confidentiality of medical records will be maintained in accordance of examination.
8. Upon completion of **"HEAD START: PHYSICAL EXAM AND ASSESSMENT"** signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow the same for a Texas Health Step exam.
9. The Provider's statement, which lists the child's name / center and the total cost of the exam provided, is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
10. The total number of children provided medical services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.
11. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associated must be in HIPPA Compliance.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during physical exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide "**PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** form with child's name and address.
3. Schedule a minimum of twenty (20) patients for physical exams, when clinics are to be held at center site.

Exhibit A

Description of Services – Dental Health Services

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete and comprehensive dental examination at this/her respective practice on the initial visit. The **"Dental Health Form"** will be shown with date of exam, signature of the Provider referral and or treatment done.

2. A complete and comprehensive dental examination-on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:
    a. A visual examination
    b. X-Rays
    c. Prophylaxis (cleaning)
    d. Nutritional Counseling
    e. Behavior management, if necessary.
3. Periodic Oral Examination-Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.
4. Referral – if abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended "List of Providers" by the dental provider.
5. Confidentiality of medical records will be maintained in accordance of examination.
6. Upon completion of "**HEAD START: Dental Health Form"** signature of provider and date will be written on the bottom page. RECOMMENDIATONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow for a Texas Health Step Exam.
7. The Provider's statement, which lists the child's name/center and the total cost of the exam provided is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
8. The total number of children provided dental services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.
9. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business associated must be in HIPPA compliance.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during dental exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide "**HEAD START: Dental Health Form"** with child's name and address.

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Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ – ___ – ____

Employer identification number
__ – _____

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

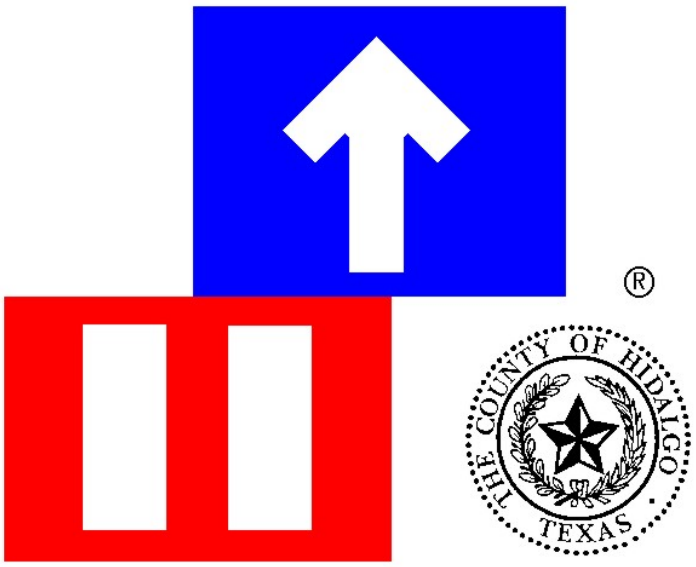
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

MENTAL HEALTH PROVIDERS



Hidalgo County Head Start Program

BID NO:2012-002-04-11	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

MENTAL HEALTH PROVIDERS

Hidalgo County Head Start
McAllen, Texas

February 21, 2012

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"MENTAL HEALTH PROVIDERS"
BID NO: 2012-002-04-11

1) Request For Qualifications Letter, consisting of 1 page.

2) Request for Qualifications, Legal Notice, consisting of 6 pages.

3) Acknowledgement Form, consisting of 1 page.

4) Requirements Criteria, Exhibit A, consisting of 7 pages.

5) Evaluation Criteria, Exhibit B, consisting of 2 pages.

6) Certification Regarding Debarment, Suspension, Ineligibility, consisting of 1 page.

7) Insurance Requirements, Exhibit C, consisting of 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 2 pages.

9) Proposer's Affidavit, Exhibit E, consisting of 1 page.

10) Vendor Application and Historically Underutilized Business (HUB) Declaration 2 pages.

11) Draft Contract for Professional Services, consisting of 6 pages.

12) W-9 Form (Request for Taxpayer ID), 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 Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

_____ _____

Ambrosio Tovar, Procurement Director Date

Hidalgo County Head Start Program

February 21, 2012

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
"MENTAL HEALTH PROVIDERS"
BID NO: 2012-002-04-11

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

1. Sealed Statements of Qualifications will be received for "MENTAL HEALTH PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ 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: REQUEST FOR QUALIFICATIONS (RFQ) "Mental Health Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. Wednesday, April 11, 2012. 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 Head Start Program 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 Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday April 4, 2012 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Friday, April 6, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ 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 Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program 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 open RFQ.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee.

Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program 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 Head Start Program in order to establish an account with the Hidalgo County Head Start Program. 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 4:30 P.M., Monday-Friday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid.
Should eligibility status change, the Provider must notify the Mental Health Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.

Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.
c) Purchase Order Number.

d) Notation - for- "**Mental Health Providers"** for the Hidalgo County Head Start Program".

e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	April 11, 2012
Award of Contract	
Commence Work or Deliver Products	

16. **Debarment Certification**;

.**All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45 CFR76.**

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

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, Hidalgo County Head Start Program 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 Head Start Program (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 Head Start Program 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 that contracts or seeks to contract with Hidalgo County Head Start Program 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 Head Start Program are encouraged to refer to Texas Local Government Code 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 PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer 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 Hidalgo County Head Start Program.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, states and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

. 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 RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 RFQ officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program 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 RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider'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 RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements 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 RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo

    County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program 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 RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ 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. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information may result in rejection of the RFQ as non-conforming.

Request for Qualification

"MENTAL HEALTH PROVIDERS"
RFQ No: 2012-002-04-11

February 21, 2012

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program 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 Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

“MENTAL HEALTH PROVIDERS”

REQUIREMENTS
Scope of Services

RFQ 2012-002-04-11

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"MENTAL HEALTH PROVIDERS"
RFQ NO. 2012-002-04-11

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications form qualified State of Texas registered Medical and Dental firms in order to establish a pre-qualified pool of Therapist on an "As needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of one (1) Year. The Hidalgo County Head Start Program- Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on "**Mental Health Services Hidalgo County Head Start Program" "Request of Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Wednesday April 11, 2012. Any RFQ received after that time will not be opened and will be returned.**

Deliver Submittal to:

RFQ Number: 2012-002-04-11

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Wednesday, April 4, 2012 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 01, 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 North Closner, Edinburg, TX 78539--- Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**
PROPOSER’S AFFIDAVIT:

Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein Exhibit E) 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 BIDS:
Hidalgo County Head Start Program Procurement 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 Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict participation. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, TO HAVE a Procurement 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 in order to be considered. **Please sign the original in BLUE ink**.

WAIVING OF INFORMALITIES:
Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

TERM OF POOL:
The pool term if for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

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 three (3) copies of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFQ for Mental Health Consultants, which include License Professional Counselor (LPC), Psychologist, and Psychiatrist, are presented below in the order they should be incorporated into the submitted document.

A. Name of the firm for Mental Health Providers.
B. Business Address and Telephone Number.
C. The name of the Professional who will be the Primary Contact Person and the names and qualifications of any associates in the office who will also conduct Mental Health evaluations or provide services scheduled with the Hidalgo County Head Start Program. Curriculum Vitae, résumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:
    1. Number of available staff providing services;
    2. Cultural, linguistic sensitivity, diversity and flexibility;
    3. Office sites and locations;
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C".
D. Furnish the following:
    1. Techniques utilized in completing Mental Health evaluations for three (3) to five (5) year old children;
    2. The list of instruments utilized in completing Mental Health evaluations for three (3) to five (5) year old children;
    3. Sample copy of a comprehensive Mental Health evaluation for three (3) to five (5) year old children.
E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.
F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications.

I. Scope of Mental Health Services would include, but may not be limited to the following:

- A. Classroom observation.
- B. Individual child observation.
- C. Psychological Assessment, Screening and Evaluations.
- D. Parenting Skills Training.
- E. Staff Mental Health Training.
- F. Psychological Services.
- G. Child, Family and Staff Consultation/Counseling/Play Therapy.
- H. Medication Management (Follow-Up).
- I. Behavior Modification Plans.
- J. Required Hidalgo County Head Start Program documentation as required by the Performance Standards.
- K. Home Visits (As Deemed Necessary).
- L. Prescribed Medication (As Deemed Necessary).

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

PROPOSERS 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.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County Head Start Program requires one (1) original submittal and three (3) copies.

SECTION III – SELECTION AND SCHEDULES

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 OR 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, school districts, or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
The provider shall designate experienced therapist 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:**
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 its 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.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS:**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Wednesday April 11, 2012.** 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 Head Start Program.

RFQ SCORING AND RANKING:

A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.

B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

RFQ # 2012-002-04-11

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 (20)**
   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 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 therapy 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** (20)
   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 its 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.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Hidalgo County Head Start Program
MENTAL HEALTH PROVIDERS
RFQ № 2012-002-04-11

	Selection Criteria	Points	Score
1.	Professional Qualifications of Team	20	_____

Comments/Rationale For Points: _____

_____

_____

2.	Experience of Project Manager	25	_____

Comments/Rationale For Points: _____

_____

_____

3.	Experience/Availability of Project Manager	20	_____

Comments/Rationale For Points: _____

_____

_____

4.	Understanding of Project	25	_____

Comments/Rationale For Points: _____

_____

_____

5.	Familiarity with Applicable Rules and Regulations	10	_____

Comments/Rationale For Points: _____

_____

_____

Provider: _____

Evaluator(s): _____ Date: _____

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:_____

Name of Company: _____

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

EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“MENTAL HEALTH PROVIDERS”

RFQ 2012-002-04-11

EXHIBIT "C"

Insurance Requirements
Professional Services

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

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) 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 ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $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 respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program 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.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance to Procurement Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE;

1. Licenses:_____
2. Bonds:_____
3. Certificates: _____
4. Permits:_____
5. Other:_____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT D

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“MENTAL HEALTH PROVIDERS”

CONFLICT OF INTEREST

RFQ 2012-002-04-11

EXHIBIT D

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 Hidalgo County Head Start Program. 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 that 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, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

PROPOSER'S AFFIDAVIT

RFQ 2012-002-04-11

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "MENTAL HEALTH PROVIDERS"

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 any 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 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 _____, 2012.

Notary Public _____

My Commission expires: _____, 2012

HIDALGO COUNTY Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name: **Telephone Name: ( )**

dba Name:

Legal Name:

Mailing Address: **Fax Name: ( )**

Physical Address:

City, State, Zip: **Tax I.D. №**

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 №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

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 ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(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 Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

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?: □ State General Services 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 Contractor Name:_____HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____

Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone № ( )_____
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 №: ( )_____
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 №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____

CONTRACT FOR SERVICES
MENTAL HEALTH
C-12-002-04-11

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August, 2012** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "the Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the **31st** day of **July, 2013** or as provided herein**.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

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NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the “services”) provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Provider Name
Provider Address

6. Provider agrees to at all times be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq.,

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Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate this Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

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

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2012) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

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

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

J. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for

DRAFT

Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

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

By: _____
Stephen L. Crain

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Exhibit A

Description of Mental Health Services

The providers shall in a satisfactory and proper manner, as determined by the Program, perform the following Behavioral Health Services on an “as needed basis”.

(a) Assist in planning mental program activities.
(b) Provide workshop/in-service training on mental health topics to Head Start staff/parents
(c) Perform Classroom Observations.
(d) **Submit a typed written report on findings and recommendations to the Head Start Program two weeks from date of referral.**
(e) Provide Developmental Evaluation for children to determine nature of problem and / or rule out medical problems.
(f) Provide individual and / or family counseling to those Head Start Children and Families that are referred.
(g) Advise in the utilization of other community resources and referrals.
(h) A summary report of services rendered will be submitted to the Head Start Program on a monthly basis and at the completion of therapy.
(i) Indemnification – The contractor agreed to indemnify and hold harmless the Program, it’s director, officers, employees, servants, and agents for any and all reasonable expenses, claims lawsuits, and judgments which may incur as a result of any negligence on malpractice of the part of the provider in rendering services contemplated by this agreement.

The program shall furnish the following services, date and information to Provider:

(a) A completed referral on children exhibiting atypical and emotional behaviors **are referred by site staff r parental concern.**
(b) Information released on a referral form will remain specific to the need for referral and services being requested.
(c) The program will identify and provide names of children referred whose families have health insurance of Medicaid. The provider will submit insurance on Medicaid claims directly to insurance companies for services provided to minimize coast reimbursement due to Program.

TERMS ON CONTRACT:

1. The provider shall commence services on, August 2012 and shall complete services no later than July 2013. **NOTE**: All initial referrals to be assessed within five (5) days of the date of referral.
2. The contract may be terminated by either party by providing thirty (30) days written notice to the other party.
3. Confidentiality: Each part5y shall maintain the confidentiality of information of the records of "Covered Person" in accordance with applicable state and federal laws and regulations of other applicable laws, and shall not divulge or release such information, Except as permitted by law and in accordance with a validity executed written release or upon lawful order of a court or public authority which order right to business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing, detailing the circumstances and extent of such disclosure.
4. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must in HIPPA Compliance.

IN – KIND SERVICE BY CONTRACTOR:

1. The provider will provide the Program with a monthly listing of the following in-kind services provided when deemed appropriate:

   (a) Classroom Observation and recommendation

   (b) Developmental evaluation

   (c) Individual / family counseling (per hour)

   (d) Workshop / In-Service / Training

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Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

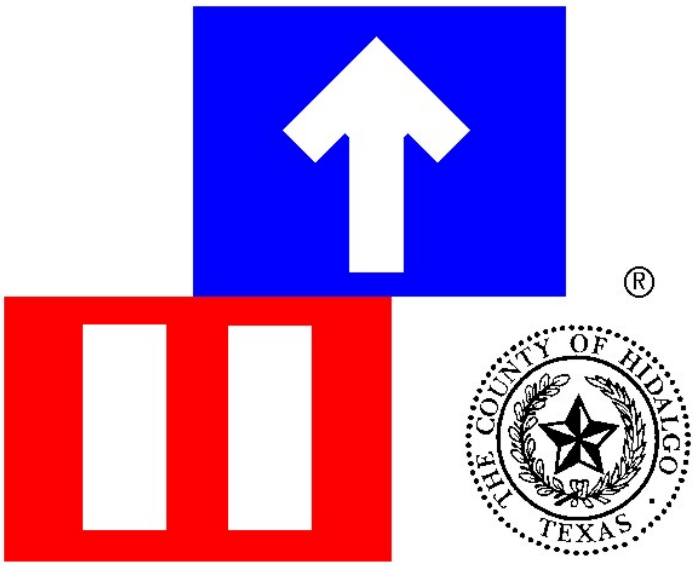
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

SPECIAL SERVICES PROVIDERS



Hidalgo County Head Start Program

BID NO:2012-003-04-11	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

SPECIAL SERVICES PROVIDERS

Hidalgo County Head Start
McAllen, Texas

February 21, 2012

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"SPECIAL SERVICES PROVIDERS"
BID NO: 2012-003-04-11

1) Request For Qualifications Letter, 1 page.

2) Request for Qualifications, Legal Notice, 6 pages.

3) Acknowledgement Form

4) Requirements Criteria, Exhibit A, 6 pages

5) Evaluation Criteria, Exhibit B, 2 pages.

6) Certification Regarding Debarment, Suspension, Ineligibility

7) Insurance Requirements, Exhibit C, 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, 2 pages.

9) Proposer's Affidavit, Exhibit E

10) Parent Consent for Transportation, Exhibit F

11) Vendor Application, Historically Underutilized Business (HUB) Declaration, 2 pages.

12) Draft Contract for Professional Services, 6 pages.

13) W-9 Form (Request for Taxpayer ID)

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 Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

_____ _____

Ambrosio Tovar, Procurement Director Date

Hidalgo County Head Start Program

February 21, 2012

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
"SPECIAL SERVICES PROVIDERS"
BID NO: 2012-003-04-11

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Please make sure to follow all instructions as some have change from last RFQ.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

1. Sealed Statements of Qualifications will be received for "SPECIAL SERVICES PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ 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: REQUEST FOR QUALIFICATIONS (RFQ) "Special Service Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. **Wednesday, April 11, 2012**. 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 Head Start Program 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 Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, April 4, 2012 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Friday, April 6, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ 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 Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program 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 open RFQ.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee.

Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program 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 Head Start Program in order to establish an account with the Hidalgo County Head Start Program. 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 4:30 P.M., Monday-Friday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid.
Should eligibility status change, the Provider must notify the Special Services Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.

Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.
c) Purchase Order Number.

d) Notation - for- "**Special Service Providers** for the Hidalgo County Head Start Program".

e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	April 11, 2012
Award of Contract	
Commence Work or Deliver Products	

16. **Debarment Certification**;

. **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45 CFR76.**

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

. 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, Hidalgo County Head Start Program 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 Head Start Program ("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 Head Start Program 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 Head Start Program 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 Head Start Program are encouraged to refer to Texas Local Government Code 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 PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer 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 Hidalgo County Head Start Program.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, states and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

. 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 RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 RFQ officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program 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 RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider'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 RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements 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 RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program 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 RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ 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. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information **WILL** result in rejection of the RFQ as non-conforming.

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2012-003-04-11

February 21, 2012

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program 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 Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"SPECIAL SERVICES PROVIDERS"

REQUIREMENTS/
Scope of Services

RFQ 2012-003-04-11

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2012-003-04-11

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications from qualified State of Texas registered Professional Therapist firms in order to establish a pre-qualified pool of Therapist on an "As Needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of One (1) Year. The Hidalgo County Head Start Program Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on **"Special Services Hidalgo County Head Start Program" "Request for Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Wednesday, April 11, 2012. Any RFQ received after that time will not be opened and will be returned.**

Deliver Submittal to:

RFQ Number: 2012-003-04-11

US Postal Mail Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Physical Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

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 Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Physical Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Wednesday April 4, 2012 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 01, 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 North 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 E) 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 BIDS:
Hidalgo County Head Start Program Procurement 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 Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County Head Start Program requires submitters, when hand delivering statements of qualifications, to have a Procurement 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 Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

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.

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 three (3) copies of the RFQ shall be submitted to the address on the cover letter.

Contents:
The required contents for the RFQ for Special Services Providers are presented below in the order they should be incorporated into the submitted document.

A. Name of the firm for Special Services Providers.
B. Business Address and Telephone Number.
C. The name of the professional who will be the primary contact person and the names and qualifications of any associates in the office who will also conduct Special Services evaluations or provide services scheduled with the Hidalgo County Head Start Program. Curriculum Vitae, résumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:
    1. Number of available staff providing services, résumé to include current place of employment, two reference letters, and updated copies of individual licenses/certificates.
    2. Cultural, linguistic sensitivity, diversity and flexibility to be considered for evaluations and treatment.
    3. Office sites and locations: Provide a list of the office sites /locations throughout Hidalgo County. **NOTE:** Head Start does not provide space accommodations at the centers for the provision of services.
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C".
    5. Include copy of Texas Drivers License, Motor Vehicle Report (MVR), photo I.D., First Aid/CPR Certifications, two (2) employment reference letters, résumé to include current place of employment and proof of criminal background investigation of all designated bus/van drivers and monitors (Preferably driver and monitor will consist of a male/female, or female/female team). **Criminal background investigations must be clear of any/all violations in order for drivers/monitors be eligible to transport children.**
    6. Transportation is a must. **No sub-contracting for transportation shall be allowed**. Vehicles must be registered under the Provider's agency name. The Provider shall be in full compliance with federal, state, and local laws, rules, and regulations pertaining to transportation of all children (ages 3-5) as per Head Start Performance Standards, 1310.
    7. Transportation vehicles must have Rehab logo displayed **Always**.
    8. Parental signed consent form must be carried in transportation vehicle at all times.

9. Parental Consent Form must not have any attachments without Head Start approval.

D. Furnish the following:
   1. Techniques utilized in completing Special Services evaluations for three (3) to five (5) year old children;
   2. The list of instruments utilized in completing Special Services evaluations for three (3) to five (5) year old children;
   3. Sample copy of a comprehensive Special Service Evaluation for three (3) to five (5) year old children.

E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.

F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

G. All Special Services Providers will be responsible to be knowledgeable of all current Medicaid regulations pertaining to reimbursement for services rendered to Head Start children.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications. Engagement for rendering services would include, but not be limited to the following:

I. Scope of Special Services include, but may not be limited to the following:
   A. Occupational Therapy, Physical Therapy, Speech Language Therapy, Visual Impairment Assessments, Screening and Evaluations to include reports and quarterly progress reports.
   B. Family and Staff Training.
   C. Speech-Language Therapy - Individual.
   D. Physical Therapy - Individual.
   E. Occupational Therapy - Individual.
   F. **Individual Goals and Objectives (IGO's) Meetings.**
   G. Required Hidalgo County Head Start Program documentation /reports as required by the Performance Standards.
   H. Staff Technical Assistance.
   I. **Direct Supervision of Licensed Assistants in Speech Language Pathology, Physical Therapy or Occupational Therapy.**
   J. Time frame for children's services/treatment to include transport time should not exceed more than two hours. If children receive more than one discipline, separate appointment times should be scheduled.
   K. Children's therapy must be scheduled starting at 1:00 p.m.

   L. Special services providers must use the Head Start "Transportation Consent Form" with their letterhead information. (Exhibit F)
   M. Children picked-up for therapy services from Head Start site must be returned to the same Head Start site.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a manner that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian.

All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

SUBMITTERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County Head Start Program **requires one (1) original** submittal and **three (3) copies**.

SECTION III – SELECTION AND SCHEDULES

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 OR 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, school districts, or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
   The provider shall designate experienced therapist 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:**
   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 its 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.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS:**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Wednesday, April 11, 2012.** 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 Head Start Program.

RFQ SCORING AND RANKING:

A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.

B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"SPECIAL SERVICES PROVIDERS"

RFQ # 2012-003-04-11

Exhibit B
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 (20)**
   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 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 therapy 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** (20)
   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 its 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.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Hidalgo County Head Start Program
SPECIAL SERVICES
RFQ № 2012-003-04-11

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	_____

Comments/Rationale For Points: _____

_____

_____

2. Experience of Project Manager — 25 — _____

Comments/Rationale For Points: _____

_____

_____

3. Experience/Availability of Project Manager — 20 — _____

Comments/Rationale For Points: _____

_____

_____

4. Understanding of Project — 25 — _____

Comments/Rationale For Points: _____

_____

_____

5. Familiarity with Applicable Rules and Regulations — 10 — _____

Comments/Rationale For Points: _____

_____

_____

Provider: _____

Evaluator(s): _____ Date: _____

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:_____

Business Name:_____

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

EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“SPECIAL SERVICES PROVIDERS”

RFQ 2012-003-04-11

EXHIBIT "C"

Insurance Requirements
Professional Services

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

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) 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 ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $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 respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Accord form. Certificates of insurance naming Hidalgo County Head Start Program 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.

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 Hidalgo County Head Start Program - Procurement Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded 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/Applicant:

A certificate of insurance for the required insurance limits shall be provided to the Hidalgo County Head Start Program Procurement Department in order to qualify for award to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Hidalgo County Head Start Program - Procurement Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**;

1. Licenses:_____
2. Bonds:_____
3. Certificates: _____
4. Permits:_____
5. Other:_____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT D

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"SPECIAL SERVICES PROVIDERS"

CONFLICT OF INTEREST

RFQ # 2012-003-04-11

EXHIBIT D

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 Hidalgo County Head Start Program. 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 that 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, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"SPECIAL SERVICES PROVIDERS"

PROPOSER'S AFFIDAVIT

RFQ # 2012-003-04-11

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

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 any 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 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 _____, 2012.

Notary Public _____

My Commission expires: _____, 2012

HIDALGO COUNTY Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name:	**Telephone Name: ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax Name: ( )**
Physical Address:	
City, State, Zip:	**Tax I.D. №**
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 №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

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 ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(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 Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

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?: ☐ State General Services 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 Contractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone № ( )_____
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 №: ( )_____
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 №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____
_____

EXHIBIT F

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"PARENT CONSENT FOR TRANSPORTATION"

RFQ # 2012-003-04-11

DRAFT

PARENT CONSENT FOR DISABILITY TRANSPORTATION AND EMERGENCY MEDICAL SERVICE

CENTER TO AGENCY

Transportation:

I,_____, hereby give consent for my child_____,
to
Name of Parent or Guardian Child's Name

be transported from the center_____ to _____
Name of Center Name of Agency

for therapy, thereafter, will be transported back to the center.

Emergency Medical Attention:

In the event that I cannot be reached for a medical emergency, I authorize the person in charge to take

my child_____, to a local attending physician or hospital. I give my consent for
Child's Name

necessary emergency treatment when my child is in the care of such physician, hospital, or clinic.

_____(_____)
_____
Parent or Guardian Signature Telephone Number Date

_____(_____)_____
___
Physician's Name Physician's Address Telephone Number

CONTRACT FOR SERVICES
DISABILITY
C-12-003-04-11

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August, 2012** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "the Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the **31st** day of **July, 2013** or as provided herein**.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

DRAFT

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the “services”) provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Provider Name
Provider Address

6. Provider agrees to at all times be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq.,

DRAFT

Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate this Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

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

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2012) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

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

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

J. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for

Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

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

By: _____
Stephen L. Crain

DRAFT

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(a) Physical Therapy & Evaluation
(b) Occupational Therapy & Evaluation
(c) Speech Therapy & Evaluation
(d) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(e) Assessment Report
(f) Head Start Diagnostic Report
(g) Eligibility and Determination Form
(h) Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

AI-31055 **15. B.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: Teresa Flores

Department: HEAD START

Information

CAPTION

Discussion/Approval of Family Income Guidelines and Priority Guidelines for Selection and Enrollment for PY 2012-2013

BACKGROUND

Policy Council Approval: 02.15.12

Attachments

Income Guidelines

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/14/2012 01:23 PM
Roland Garcia	Rolando Garcia	02/17/2012 10:34 AM
Auditor's Office	Arcilia Duran	02/22/2012 02:06 PM
Purchasing Department	Marty Salazar	02/22/2012 02:13 PM

Form Started By: Linda Galaviz Started On: 02/14/2012 09:17 AM

Final Approval Date: 02/22/2012

Hidalgo County Head Start Program

Policy Council Agenda

DATE: February 15, 2012

SUBJECT: Discussion/Approval of Family Income Guidelines and Priority Guidelines for Selection and Enrollment for Program Year 2012-2013

RATIONALE/NEED: The Hidalgo County Head Start Program must comply with Federal Regulations regarding eligibility, recruitment, selection and enrollment. The poverty income guidelines are updated annually and must be incorporated into our selection process. Ref. CFR-45, 1305.6(a).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Income and Priority Guidelines for Program Year 2012-2013

****

INITIATED BY: Irma Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Poverty Income Guidelines for Eligibility For Head Start Programs

Size of Family Unit	100% Poverty Income Guidelines	130% Poverty Income Guidelines
1	$11,170	$14,521
2	$15,130	$19,669
3	$19,090	$24,817
4	$23,050	$29,965
5	$27,101	$35,231
6	$30,970	$40,261
7	$34,930	$45,409
8	$38,890	$50,557
Add $3,960 for each additional family member		

100% Poverty Income Guideline Source: ***http://aspe.hhs.gov/poverty/12poverty.shtml. January 26, 2012.***
130% Poverty Income Guideline Source: Ref: P.L. 110-134, ACF-IM-HS-08-01.

Grantee Board Approval: Pending
Policy Council Approval: Pending

Hidalgo County Head Start Program
Priority Guidelines for Selection and Enrollment
Program Year 2012 – 2013

The Hidalgo County Head Start Program does NOT deny anyone the right from applying regardless of race, sex, creed, color, national origin or disabling condition. The families of children applying for admittance to the Hidalgo County Head Start Program MUST meet income, age and other pertinent criteria. Final approval will be granted by the Hidalgo County Head Start Policy Council. Persons wishing to contest a denial for enrollment may do so by submitting their grievances or concerns in writing to the Hidalgo County Head Start Policy Council, at P.O. Box 0117, Edinburg, Texas 78540.

DEFINITIONS

Parent:	The term parent used in this document is defined as the biological parent or legal guardian.
Legal Guardian:	The term "legal guardian" means a person who is appointed guardian or a temporary guardian by the court, and has been awarded legal custody of a minor child/ren in accordance to **Texas Civil Statute, Chapter XIII, Sec. 6.01, 6.81, 6.82, and 6.84**.
Family:	The term family is defined as all persons living in the same household who are supported by the income of the parent(s) or guardian(s) of the child enrolling in the program and/or related to the parent(s) or guardian(s) by blood, marriage or adoption. **Ref 1305.2(e).** Note; Single, divorced, separated, and widowed parents must provide proof of marital status.
Age:	A child must be at least (3) years old by **September 1, 2012** and is eligible **UNTIL** the child enters kindergarten to be eligible for services. **Ref: 1305.4(a) and 1305.6(b).**
Income:	To be eligible for Head Start services, a family must be income eligible within 100% of the poverty guidelines. **Ref:** ***http://aspe.hhs.gov/poverty/12poverty.shtml. 01/26/2012.*** Families may be eligible if their income is between 100% thru 130% of the poverty guidelines. **Ref: P.L. 110-134, ACF-IM-HS-08-01.**
Military Personnel	Only the base pay of active military personnel will be allocated to calculate the individual's income. **Head Start Reauthorization; P.L. 110-134, ACF-IM-HS-08-01.**
Full Day	Children that meet the applicable criteria and qualify for services will be provided with **FREE** services from 7:30 AM till 5:30 PM; **Ref: 1306.3 (e).**
Selection:	The systematic process used to review all applications for Head Start services. The Priority Guidelines will identify those children in most need. **Ref: 1305.6 (a)**
Enrollment:	Children remain eligible the succeeding enrollment year, regardless of income, provided that they did not drop prior to the last day of school. **Ref: 1305.7 (c).** The Program may choose not to enroll a child when there is a change in the child's family income and there is a child with a greater need for Head Start Services. **Ref: 1305.7 (a).**
Waitlist:	A three (3) year old waiting list and a four (4) year old waiting list will be maintained at each Head Start Center. This will ensure that eligible children enter the program as vacancies occur and children are placed in age appropriate classrooms. **Ref: 1305.6(b); 1305.6(d); OHS – PC – I – 001 and OHS – PC – I – 024.**

Information required to apply and qualify for the Hidalgo County Head Start Program are:

- Child's Birth Certificate or Baptismal Certificate, and Social Security Number
- 2011 Income Tax Return & Appropriate W-2 Forms, Schedule C's, Schedule K's, etc.
- All Appropriate Child Support Information (Divorce Decree or State Attorney General's Office – Child Support Award Letter) for Parents Who are Single, Separated, or Divorced
- Medical Insurance Information, such as Medicaid, CHIPS, or Private Insurance
- All Appropriate Medical Information Regarding Children with Special Needs

Grantee Board Approval: Pending
Policy Council Approval: Pending

Hidalgo County Head Start Program
Priority Rankings for Selection

Priority Ranking	*Selection Criteria*
1	Children who are 3 or 4 years of age of families who are **HOMELESS**. ***Must be income eligible within 100% poverty guidelines.***
2	**FOSTER** children who are 3 or 4 years of age who are under the guardianship of Child Protective Services (Child's income only) ***Must be income eligible within the 100% poverty guidelines.***
3	Children who are 3 or 4 years old of age who are **DISABLED**. ***Must be income eligible within the 100% poverty guidelines.*** 10% of enrollment opportunities are available to children with disabilities. Once the program has met the 10% enrollment quota, children with disabilities and non-disabled children will compete equally based on need as described in Priority Rankings **Ref: 1308.5(c)(4)**
4	Children who are 3 and 4 years of age of families that receive **TANF or SSI** benefits. ***Must be income eligible within the 100% poverty guidelines***. **Ref: 1305.2(l) and OHS-PC-I-016.**
5	Children who are 3 and 4 years of age, whose **parent(s) are disabled or elderly (60+ yrs.)** ***Must be income eligible within the 100% poverty guidelines***.
6	Children who are 3 or 4 years of age of **single parents** who work full time, or are full time students or are in training for 30+ hours. ***Must be income eligible within the 100% poverty guidelines.***
7	Children who are 3 or 4 years of age of a **two parents household**, who both work full time, or full time students or are in training for 30+ hours. ***Must be income eligible within the 100% poverty guidelines***.
8	Children who are 3 or 4 years of age of **single parents** who are unemployed. ***Must be income eligible within the 100% poverty guidelines.***
9	Children who are 3 or 4 years of age of **two parents household** where one parent is employed, in school, or in training and the other is unemployed. ***Must be income eligible within the 100% poverty guidelines***.
10	Children who are 3 or 4 years of age to **two parent household**, where both parents are unemployed. ***Must be income eligible within the 100% poverty guidelines.***
11	Children who are 3 or 4 years of age whose ***families' income is between 100% thru 130% of the poverty guidelines.***

Grantee Board Approval: Pending
Policy Council Approval: Pending

AI-31062 **15. C.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: Teresa Flores

Department: HEAD START

Information

CAPTION

Discussion/Approval for Adoption of Coordination of Leave and Benefits Policy.

BACKGROUND

Policy Council Approval: 02.15.12

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Leave and Benefits Policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/14/2012 01:25 PM
Roland Garcia	Rolando Garcia	02/17/2012 10:28 AM
Auditor's Office	Arcilia Duran	02/23/2012 02:38 PM
Dina Trevino	Merlen P. Munoz	02/24/2012 11:38 AM
Roland Garcia	Rolando Garcia	02/24/2012 01:08 PM
Perla Lopez	Perla Lopez	02/24/2012 01:33 PM
Purchasing Department	Marty Salazar	02/24/2012 02:19 PM

Form Started By: Linda Galaviz Started On: 02/14/2012 10:38 AM

Final Approval Date: 02/24/2012

Hidalgo County Head Start Program

Policy Council Agenda

DATE: February 15, 2012

SUBJECT: Discussion/Approval for Adoption of Coordination of Leave and Benefits Policy

RATIONALE/NEED: This policy would allow employees who must remain absent from work due to a work related injury/illness to supplement workers' compensation income benefits so that their income is equal to the employee's pre-injury/illness income. The employee would have the choice to use sick leave or other paid leave available. Currently an employee on worker's compensation leave is entitled to approximately 60% of their weekly salary.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Proposed Policy

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

COORDINATION OF BENEFITS POLICY

Offsetting:

Worker's Compensation:

Income Benefits:

The Hidalgo County Head Start Policy Council may provide that while an employee is receiving worker's compensation benefits, the employee may may elect to receive previously accrued sick leave or any other paid leave benefits in an amount equal to the compensation the employee was receiving before the injury that resulted in the claim, with a proportionate deduction in the employee's sick leave or other paid leave balance. (***Labor Code 504.052)***

Coordination of Benefits:

Workers' Compensation Income Benefits for Head Start Program employees shall be coordinated as follows:

1. An employee absent from duty because of a job-related illness or injury may be eligible for workers' compensation weekly income benefits if the absence exceeds seven calendar days.
2. An employee receiving workers' compensation income benefits shall be assigned to (FMLA), if applicable.
3. A Head Start Program employee eligible for workers' compensation income benefits may elect to use available partial day increments of paid leave to make up the difference between the employee's workers' compensation income benefits and the pre-injury income. ("Income" denotes net income after taxes and other withholding deductions are made.)
4. The employee must request in writing the use of the accrued sick leave or other paid leave to offset the workers' compensation income benefits to equal the employee's pre-injury/illness income.
5. Sick leave or other paid leave benefits received under Section 3 above shall be deducted proportionately from the employee's sick leave or other paid leave balance.
6. The combination of benefits shall not exceed the employee's pre-injury/illness weekly wages.
7. A Head Start employee, who is on unpaid leave of absence and receiving workers' compensation benefits, shall not be terminated except when the termination is for a legitimate reason independent from the employee's workers' compensation claim. **(*Att. Gen. Op. JM-227 [1984}*)**
8. An employee may be terminated for violating the Hidalgo County Absence Control Policy and the Program cannot be liable for prohibited discrimination as long as the policy is uniformly enforced. ***Continental Coffee Products Co. v. Casarez, 937 S.W.2d 444 (Tex. 1996)***

Approved by Policy Council:

Approved by Civil Service Commission:

Approved by Commissioners' Court:

Effective Date:

AI-30960 **16. A.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: Norma Longoria

Department: WIC

Information

CAPTION

1.WIC Admin (1292):
a. Approval of Amended WIC Contract 2012-039974 to extend contract thru September 30,2012, in the amount of $5,595,362.00.
b. Approval of Certification of Revenues as certified by the County Auditor for FY 2012 WIC Administration Grant.
c. Approval of appropriation of funds.

2.WIC BF (1292):
a. Approval to extend BF Peer Counselor grant thru September 30, 2012, in the amount of $467,945.00.
b. Approval of Certification of Revenues as certified by the County Auditor for FY 2012 WIC BF Peer Counselor Grant.
c. Approval of appropriation of funds.

3. Registered Dietician (1292):
a. Approval to extend Registered Dietician grant thru September 30, 2012 in the amount of $20,000.00.
b. Approval of Certification of Revenues as certified by County Auditor for FY 2012 Registered Dietician Grant.
c. Approval of appropriation of funds.

4. Lactation Services (1292):
a. Approval to extend Lactation Services Grant thru September 30,2012 in the amount of $25,000.00.
b. Approval of Certification of Revenues as certified by County Auditor for FY 2012 Lactation Grant.
c. Approval of appropriation of funds.

5. Obesity(1292):
a. Approval to extend WIC Obesity Grant thru September 30, 2012 in the amount of $8,000.00.
b. Approval of Certification of Revenues as certified by County Auditor for FY 2012.

6. DSHS Nutrition, Physical Activity & Obesity Prevention Grant (1292):
a. Amendment to grant contract #2011-038300 between DSHS and Hidalgo County Health & Human Services (WIC) effective January 1, 2012 for additional funding in the amount of $8,853.00.
b. Certification of Revenues as certified by County Auditor for the Nutrition, Physical Activity and Obesity Prevention Grant.
c. Approval of appropriation of funds for Nutrition, Physical Activity & Obesity Prevention Grant in the amount of $8,853.00.

BACKGROUND

Budget Represents initial funding from Texas Department of State Health Services.

No County Match- State Funds

2.1292.441.00.350.001.2.xxx- WIC
2.1292.441.00.350.002.2.xxx-BF
2.1292.441.00.350.012.2.xxx-RD
2.1292.441.00.350.013.2.xxx- Lactation
2.1292.441.00.350.014.2.xxx- Obesity Prevention

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-001-2-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Appropriation of funds in the amount of $5,595,362.00 for WIC Adm.

Revenue Acct# 2-1292-331-12-350-001-2-XXX

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-002-2-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Appropriation of funds in the amount of $467,945.00 for WIC B/F Program Grant.

Revenue Acct# 2-1292-331-12-350-002-2-XXX

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-012-2-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Appropriation of funds in the amount of $20,000 for Registered Dietician Grant.

Revenue Acct# 2-1292-331-12-350-012-2-XXX

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-013-2-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Appropriation of funds in the amount of $25,000.00 for Lactation Services Grant.

Revenue Acct# 2-1292-331-12-350-013-2-XXX

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-014-2-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds in the amount of $8,853.00 for Obesity Prevention Grant.

Revenue Acct# 2-1292-331-12-350-014-2-XXX

Attachments

Budget Amendment BF
Budget Amendment Lactation
WIC 2012 Amend Contract
Obesity Prevention- Amend Contract
Budget Amendment WIC Adm
Budget Amendment Obesity Prevention
Budget Amendment Registered Dietician

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/14/2012 04:53 PM
Erika Zamora	Erika Zamora	02/24/2012 03:27 PM
Purchasing Department	Angela Garcia	02/24/2012 03:38 PM

Form Started By: Margarita Gonzalez Started On: 02/07/2012 08:56 AM

Final Approval Date: 02/24/2012

DATE: 2/13/2012

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: WIC- BF Peer Counselor

ACCOUNT NUMBER: 2.1292.441.00.350.002.2.XXX

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
2.1292.441.00.350.002.2.113	Salaries of F/T Employees	381,717.50
2.1292.441.00.350.002.2.115	Longevity	2,490.00
2.1292.441.00.350.002.2.211	Health Insurance	65,975.50
2.1292.441.00.350.002.2.212	Life Insurance	432.00
2.1292.441.00.350.002.2.220	FICA	10,421.50
2.1292.441.00.350.002.2.230	Retirement	5,000.00
2.1292.441.00.350.002.2.250	Unemployment Compensation	1,908.50
2.1292.331.12.350.002.2.XXX	WIC BF Program Revenues	467,945.00
	TOTAL FUND BALANCE IMPACT	467,945.00

REASON: Appropriate money from grant award for the FY2012

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE: ATTEST COUNTY CLERK

DATE: 2/12/2012

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: WIC - LACTATION

ACCOUNT NUMBER: 2.1292.441.00.350.013.2.XXX

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
2.1292.441.00.350.013.2.113	Salaries	20,000.00
2.1292.441.00.350.013.2.211	Health Insurance	2,000.00
2.1292.441.00.350.013.2.212	Life Insurance	13.50
2.1292.441.00.350.013.2.220	FICA	1,400.00
2.1292.441.00.350.013.2.230	Retirement	1,500.00
2.1292.441.00.350.013.2.250	Unemployment	86.50
2.1292.331.12.350.013.2.XXX	WIC Lactation Program Revenue	25,000.00
	TOTAL FUND BALANCE IMPACT	25,000.00

REASON: Appropriate money from grant award for the FY2012.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE: ATTEST COUNTY CLERK

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TDD: 1-800-735-2989

DAVID L. LAKEY, M.D.
COMMISSIONER

January 31, 2012

Norma L. Longoria, WIC Project Director
LA #012, Hidalgo County Health & Human Services
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

An amendment to your FY 2012 WIC contract, extending the effective dates from October 1, 2011 through September 30, 2012, is currently being prepared. This letter is a notification of additional funding that will be added to your contract in order to support the extension. A formal contract amendment will be sent to your agency confirming this. **The funds will not be available until this signed amendment has been returned to this office.**

In order to help your agency with budgeting, we have provided the following table outlining the increased funding amounts and total "not to exceed" amount for the period October 1, 2011 through September 30, 2012:

Project	Project Contact	Current Award Amount	Amended Amount	Revised Project Total
WIC Funding	Benny Jasso benny.jasso@dshs.state.tx.us (512) 341-4573	$5,595,362.00	**$5,595,362.00**	**$11,190,724.00**
Peer Counselor	Kristina Arrieta kristina.arrieta@dshs.state.tx.us (512) 341-4593	$467,945.00	**$467,945.00**	**$935,890.00**
Registered Dietician	Angela Gil angela.gil@dshs.state.tx.us (512) 341-4590	$23,000.00	**$20,000.00**	**$43,000.00**
Obesity	Angela Gil angela.gil@dshs.state.tx.us (512) 341-4590	$8,000.00	**$8,000.00**	**$16,000.00**
Lactation Services	Helen Sullivan hellen.sullivan@dshs.state.tx.us (512) 341-4591	$25,000.00	**$25,000.00**	**$50,000.00**
Revised Total Contract "Not to Exceed" Amount				**$12,235,614.00**

Please note that additional letters of amendment may be sent at any time during the contracting period. Your agency may have already been notified by a separate Letter of Amendment for adjustments to the Clinical Practicum and Dietetic Internship programs.

Funds are awarded with the understanding that any procurements using these funds will be in compliance with the Uniform Grant Management Standards (UGMS), WIC policies and 7 CFR Part 3016. **This letter is approval for funding only. It does not relieve the agency from seeking additional approvals as required by WIC Policy**.

In order for the State Agency to track these expenditures, please bill for each of these projects on separate *State of Texas Purchase Vouchers (B-13)*. In order to capture all special project expenditures, continue to bill on a separate voucher once you exceed the allocation amount listed above. Any amount over your allocation will be charged appropriately to your regular funding.

For questions regarding funding decisions, please contact Benny Jasso, WIC Program, at (512) 341-4573, or benny.jasso@dshs.state.tx.us. For questions regarding purchase requests, please contact Alisin Genfan, Contract Development and Support Branch, at (512) 776-3156 or alisin.genfan@dshs.state.tx.us.

Sincerely,

Mike Montgomery, Section Director
Nutrition Services Section

AG

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY AND HUMAN SERVICES (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2011-038300 (Contract) in accordance with this Amendment No. 001A : NUTRITION PHYSICAL ACTIVITY AND OBESITY PREVENTION, effective 01/01/2012.

The purpose of this Amendment is to increase the contract amount and increase the contractor's responsibility.

Therefore, DSHS and Contractor agree as follows:

The program attachment is revised as follows:

PROGRAM ATTACHMENT NO. ~~**001**~~ **001A**

SECTION VIII. SPECIAL PROVISIONS is revised to add the following:

General Provisions, **Article XII. General Business Operations of Contractor, Section 12.20 Equipment (Including Controlled Assets) Purchases** is amended to delete the following.

If the purchase of equipment is approved in writing by the Department, Contractor shall initiate the purchase of that equipment in the first quarter of the Contract or Program Attachment term, as applicable. Failure to timely initiate the purchase of equipment may result in loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter of the Program Attachment must be submitted to the contract manager assigned to the Program Attachment.

The Exhibit A and categorical budget are revised as attached.

DEPARTMENT OF STATE HEALTH SERVICES

Amendment

The Department of State Health Services (DSHS) and HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC PROGRAM (Contractor) agree to amend Program Attachment # 001 (Program Attachment) to Contract # 2012-039974 (Contract) in accordance with this Amendment No. 001A: NSS/WIC LOCAL AGENCY, effective 01/27/2012.

The purpose of this amendment is to extend contract period from 3/31/2012 to 9/30/2012 and increase funding.

Therefore, DSHS and Contractor agree as follows:

Change Program Attachment Number as follows:

PROGRAM ATTACHMENT NO. ~~001~~ **001A**

Contract Term/Budget Period end date is revised as follows:

TERM: 10/01/2011 THRU: ~~3/31/2012~~ **09/30/2012**

SECTION VII. BUDGET, is revised as follows:

SOURCE OF FUNDS: CFDA # 10.557; 10.557.013

All categories of costs billed to DSHS WIC Program, and allocation of such costs, shall be in accordance with the "Plan to Allocate Direct Costs" (PADC) submitted by Contractor and approved by the DSHS WIC Program. This document is incorporated herein by reference and made a part of this Program Attachment.

Total reimbursements will not exceed $12,235,614.00

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control

Department of State Health Services

_____
Signature of Authorized Official

Date: _____

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor

_____
Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

DEPARTMENT OF STATE HEALTH SERVICES

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: NUTRITION PHYSICAL ACTIVITY AND OBESITY PREVENTION
CONTRATOR: HIDALGO COUNTY AND HUMAN SERVICES
CONTRACT NO: 2011-038300
CONTRACT TERM: 06/30/2011 THRU: 06/29/2012
BUDGET PERIOD: 06/30/2011 THRU: 06/29/2012 CHG: 001B

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$4,948.00	$4,948.00
Equipment	$1,825.00	$1,825.00	$0.00
Supplies	$5,775.00	$5,775.00	$0.00
Contractual	$12,000.00	$12,000.00	$0.00
Other	$20,400.00	$24,305.00	$3,905.00
Total Direct Charges	$40,000.00	$48,853.00	$8,853.00
INDIRECT COST			
Base ($)	$0.00	$0.00	$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	$0.00	$0.00	$0.00
PROGRAM INCOME			
Program Income	$0.00	$0.00	$0.00
Other Match	$0.00	$0.00	$0.00
Income Total	$0.00	$0.00	$0.00
LIMITS/RESTRICTIONS			
Advance Limit	$0.00	$0.00	$0.00
Restricted Budget	$0.00	$0.00	$0.00
SUMMARY			
Cost Total	$40,000.00	$48,853.00	$8,853.00
Performing Agency Share	$0.00	$0.00	$0.00
Receiving Agency Share	$40,000.00	$48,853.00	$8,853.00
Total Reimbursements Limit	$40,000.00	$48,853.00	$8,853.00
JUSTIFICATION			
Budget revised to add additional funds.			

Financial status reports are due: 10/31/2011, 01/31/2012, 04/30/2012, 08/31/2012

DSHS Contract Number: 2011-038300-001A

Hidalgo County and Human Services
Contractors Approved Work Plan
Exhibit A

Contractor shall support obesity prevention efforts through the use of evidence-based community strategies by addressing community policy and environmental changes.

Additional evaluation performance measures include:

1. Development of an evaluation plan that outlines indicators, data collection methods, and analyses associated with all proposed activities outlined in the Statement of Work and in this Exhibit.
2. Collection of process evaluation data for all project inputs and outputs.
3. Collection of data for assessing program outcomes
4. Development of one report/summary of evaluation findings.

Additional performance measures include:

By the June 30, 2012, the Contractor shall:

- Open one (1) Baby Café in the community in Hidalgo County.
- Visit with a minimum of 50 pregnant or breastfeeding mothers in the community.
- Establish a community advisory committee consisting of potential members from the Rio Grande Valley Breastfeeding Coalition, Texas A&M University School of Public Health, Hidalgo County WIC, local neonatologist and other identified groups.
- Disseminate information about the Hidalgo County WIC Baby Café in the region through marketing tools and outreach techniques in collaboration with local and state healthcare professionals.
- Disseminate quarterly promotional spots to be picked up by local media such as newspaper, county website, television and/or radio. A quarterly letter will be submitted to the editor of the local newspaper describing Baby Café project.
- Implement an obesity prevention policy to sustain the Baby Café.
- Develop a referral system for Baby Café in coordination with Doctor's Hospital at Renaissance, Rio Grande Regional Medical Center, McAllen Medical Center, Mission Regional Medical Center, Knapp Medical Center and WIC.
- Promote the local AgriLife Extension's farmer's market and Master Gardener's class, which is co-located with the Baby Café, to participants/patrons.

- Establish a sustainability plan for the project.

- Send 5 staff members to attend the Obesity Summit, hosted by DSHS' NPAOP Program in Austin, TX on April 10-11, 2012, in order to expand the knowledge base regarding environmental and policy change strategies and ways to implement the strategies locally through the Baby Café project.

- Send 5 staff members to attend the Texas Breastfeeding Summit: Improving Exclusive Breastfeeding Rates in the Hospital Setting in San Antonio, TX on February 18, 2012 in order to expand knowledge pertaining to environmental and policy change implementation strategies for hospitals and the local community to increase support for breastfeeding.

- Purchase and distribute 200 cookbooks, which incorporate organic fruits and vegetables available at the local farmer's market, to pregnant or breastfeeding mothers attending the quarterly cooking demo, in collaboration with the local farmer's market and Master Gardeners program at the Baby Café, in an effort to reduce obesity in the community.

Plan for Additional Funding Request

1. Plan:
Travel of 5 staff to attend the Obesity Summit in Austin, Texas on April 10-11, 2012. Budget to include flight (~$178/person), car rental ($34/day x 2 days), room ($100/night x 3 rooms x 1 night) and registration fees (~$100/person x 5), $39 per diem x 2 days x 5 staff

Travel of 5 staff to attend and exhibit at the Texas Breastfeeding Summit: Improving Exclusive Breastfeeding Rates in the Hospital Setting in San Antonio, Texas on February 18, 2012. Budget to include car rental (~$34/day x 3 days x 2 cars), gas ($55 x 2 cars), room ($99.24/night x 3 rooms x 2 nights), registration ($200 x 5 staff), per diem $78/person, exhibit fee $500

Purchase 200-3rd Edition The Happy Kitchen/La Cocina Alegre ™ cookbook with Fresh, Seasonal Recipes from the Sustainable Food Center in Austin, Texas. Budget to include: 200 cookbooks x $18 each plus shipping.

Justification:
Attendance to the Obesity Summit is an opportunity to learn about environmental policy change and ways to implement locally through our Baby Café project. Flight ~$890; car rental $68; room $300; registration fees ~$500; per diem $390 = $2,148

Attendance to the Texas Breastfeeding Summit: Improving Exclusive Breastfeeding Rates in the Hospital Setting is an opportunity to learn about ways of implementing environmental policy change that will help hospitals and communities work together in increasing the support of breastfeeding. Car rental~$204, gas ~$110; room $595.44; registration $1,000; per diem $390; exhibit fee $500 = $2,799.44

Cookbooks to be given to pregnant or breastfeeding mothers attending the quarterly cooking demo in collaboration with the local Farmer's Market/Master Gardeners program at the Baby Café. Cookbooks will serve as a tool for mothers to be able to cook meals at home that incorporate organic fruits and vegetables available at their local farmer's market. Cookbooks 200 x $18 + shipping ($305.20) = $3,905.20

Total =$8,852.64

2. The impact of the additional funding will be increased knowledge of tools and resources to create environmental policy change through enabling project staff to attend the Obesity Summit and the Texas Breastfeeding Summit. In addition, the purchase of the cookbooks designed especially for cooking with local grown produce will enable the Baby Café mothers to cook healthy meals at home with produce that can be purchased at their local farmer's market. The cookbook will be an extension to the quarterly cooking demo that will be provided in collaboration with the farmer's market and master gardener's program at the Baby Café. The cookbook can be shared among families impacting the number of individuals that can benefit from healthy eating. The impact can be far reaching through the cooking of fresh, seasonable recipes by Baby Café attendees in our efforts to reduce obesity in the community.

DATE: 2/13/2012

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 2.1292.441.00.350.001.2.XXX

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
2.1292.441.00.350.001.2.112	Salaries	49,140.00
2.1292.441.00.350.001.2.113	Perm F/T Employees	3,018,170.50
2.1292.441.00.350.001.2.114	Perm P/T Employees	73,407.00
2.1292.441.00.350.001.2.115	Longevity	49,270.00
2.1292.441.00.350.001.2.211	Health Insurance	464,286.00
2.1292.441.00.350.001.2.212	Life Insurance	2,997.00
2.1292.441.00.350.001.2.220	FICA	243,712.50
2.1292.441.00.350.001.2.230	Retirement	312,501.50
2.1292.441.00.350.001.2.250	Unemployment	15,703.50
2.1292.441.00.350.001.2.260	Workers Comp	0.00
2.1292.441.00.350.001.2.312	Indirect Costs	422,918.50
2.1292.441.00.350.001.2.346	Hauling & Freight	2,500.00
2.1292.441.00.350.001.2.411	Water /Sewer	10,000.00
2.1292.441.00.350.001.2.412	Cable /TV	7,500.00
2.1292.441.00.350.001.2.413	Survellance & Security	10,000.00
2.1292.441.00.350.001.2.421	Disposal	10,000.00
2.1292.441.00.350.001.2.423	Custodial	15,000.00
2.1292.441.00.350.001.2.425	Pest Control	1,000.00
2.1292.441.00.350.001.2.431	Bldg.Repair & R&M Service	7,500.00
2.1292.441.00.350.001.2.432	Equp. R&M Service	15,000.00
2.1292.441.00.350.001.2.441	Land & Bldg.Rental	327,300.00
2.1292.441.00.350.001.2.442	Equip & Vehicle Rental	5,000.00
2.1292.441.00.350.001.2.521	Property Insurance	5,000.00
2.1292.441.00.350.001.2.522	Vehicle Liability Insurance	2,500.00
2.1292.441.00.350.001.2.524	General Insurance	7,500.00
2.1292.441.00.350.001.2.529	Surety & Notary Bonds	50.00
2.1292.441.00.350.001.2.531	Telephone	65,000.00
2.1292.441.00.350.001.2.532	Wireless devices	3,374.50

2.1292.441.00.350.001.2.534	Internet	2,500.00
2.1292.441.00.350.001.2.535	Postage	15,000.00
2.1292.441.00.350.001.2.540	Advertising	2,500.00
2.1292.441.00.350.001.2.550	Printing	5,000.00
2.1292.441.00.350.001.2.581	Travel In County	33,000.00
2.1292.441.00.350.001.2.583	Travel Out Of County	17,500.00
2.1292.441.00.350.001.2.584	Registration	9,500.00
2.1292.441.00.350.001.2.601	Office & Computer Supplies	45,000.00
2.1292.441.00.350.001.2.603	Education Supplies	45,000.00
2.1292.441.00.350.001.2.604	Medical Supplies	120,000.00
2.1292.441.00.350.001.2.607	Cleaning Supplies	15,000.00
2.1292.441.00.350.001.2.609	Agricultural & Landscaping supplies	781.00
2.1292.441.00.350.001.2.613	Safety Supplies	500.00
2.1292.441.00.350.001.2.619	Other Miscellaneous Supplies	750.00
2.1292.441.00.350.001.2.622	Electricity	80,000.00
2.1292.441.00.350.001.2.626	Gas/Diesel	17,500.00
2.1292.441.00.350.001.2.631	Bottle Water	10,000.00
2.1292.441.00.350.001.2.640	Reference Materials	500.00
2.1292.441.00.350.001.2.661	Minor Office Equipment	2,500.00
2.1292.441.00.350.001.2.664	Other miinor equipment	2,500.00
2.1292.441.00.350.001.2.665	Minor computer equipment	2,500.00
2.1292.441.00.350.001.2.671	Bldg R&M Supplies	4,000.00
2.1292.441.00.350.001.2.672	Repair & Maint. Supplies equip, veh	2,500.00
2.1292.441.00.350.001.2.679	Vehicle R&M Supplies	2,500.00
2.1292.441.00.350.001.2.743	Office Furniture & Equipment	2,500.00
2.1292.441.00.350.001.2.745	Computer Equipment	2,500.00
2.1292.441.00.350.001.2.748	WIC Other Equipment	2,500.00
2.1292.441.00.350.001.2.780	Capital Lease	4,000.00
2.1292.441.00.350.001.2.810	Dues & Membership	500.00
2.1292.441.00.350.001.2.811	License & Permits	500.00
2.1292.331.12.350.001.2.XXX	WIC Program Revenue	5,595,362.00
	TOTAL FUND BALANCE IMPACT	5,595,362.00

REASON: To appropriate funding for FY 2012 WIC Admin. Grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT **DATE:** **ATTEST COUNTY CLERK**

DATE: 2/13/2012

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 2.1292.441.00.350.014.2.xxx

REVENUE ACCOUNT: 2.1292.331.12.350.014.2.000

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
2.1292.441.00.350.014.2.583	Trravel out of County	3,905.00
2.1292.441.00.350.014.2.584	Registration Fees	1,500.00
2.1292.441.00.350.014.2.603	Nutrition Ed. Supplies	3,448.00
2-1292-331-12-350-014-2-000	WIC Obesity Prev Revenues	8,853.00
	TOTAL FUND BALANCE IMPACT	8,853.00

REASON: To attend conferences and buy cookbook. Baby Café Grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE: ATTEST COUNTY CLERK

DATE: 2/13/2012

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: WIC- REGISTERED DIETICIAN

ACCOUNT NUMBER: 2.1292.441.00.350.012.2.XXX

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
2.1292.441.00.350.012.2.113	Salaries	14,959.56
2.1292.441.00.350.012.2.211	Health Insurance	2,082.00
2.1292.441.00.350.012.2.212	Life Insurance	13.50
2.1292.441.00.350.012.2.220	FICA	1,350.00
2.1292.441.00.350.012.2.230	Retirement	1,500.00
2.1292.441.00.350.012.2.250	Unemployment	94.94
2.1292.331.12.350.012.2.XXX	WIC Reg Dietician Revenues	20,000.00
	TOTAL FUND BALANCE IMPACT	20,000.00

REASON: Appropriate money from grant award for the FY2012.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE: ATTEST COUNTY CLERK

AI-31036 **17. A.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: Martha L. Salazar

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Request acceptance and approval of invoices from TransMontaigne Products Services, Inc. in the amount total of $481.86 for the purchase of fuel for county vehicle (gas card). Authorized employee had assigned county vehicle fueled up with gas card by a non authorized employee.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1200-431-00-122-004-0-626

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

BUDGETARY IMPACT:

Reference P.O.# 652242 will be a direct payment.

Attachments

Invoice No.058143 TranMontaigne (Comdata)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/15/2012 03:25 PM
Roland Garcia	Rolando Garcia	02/16/2012 04:14 PM
Auditor's Office	Arcilia Duran	02/22/2012 01:19 PM
Purchasing Department	Marty Salazar	02/23/2012 11:46 AM

Form Started By: Marcie Jackson Started On: 02/10/2012 11:31 AM

Final Approval Date: 02/23/2012

1/6/2012
Emailed to Rocio to get it placed on agenda for 1/17/2012
Got response from Rocio on 2/1/2012 to place as claim under Dept.

COUNTY of HIDALG



EDIN

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 01/04/2012

TO: Yolanda Cisneros **DEPARTMENT:** (122) COMMISSIONER, PRECINCT 2

FROM: Jessica Ortega **PHONE:** (956)-318-2511 ext 4627

REFERENCE: TRANSMONTAIGNE PRODUCT SERVICES, INC. Invoice #058143

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #058143*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☑ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☑ COMMENTS / RECOMMENDATION: As per fuel policy, certain individuals are authorized to use fuel card for fueling county vehicles. Individual who fueled up county vehicle is not authorized to use the gas card. A claim needs to be placed and approved thru Commissioners Court.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

TRANSMONTAIGNE PRODUCT SERVICES INC.

Invoice Number	058143
Invoice Date	September 14, 2011
Bill To	76102
Payment Due Date	October 14, 2011

Invoice

STATE OF TEXAS
HIDALGO CNTY PRECINCT #2 SHOP
301 E STATE
PHARR, TX 78577-0000

Energy Supply Chain Services

Fuel and non-fuel transactions posted 08/01/2011 - 08/31/2011

Account Code: XM719

Customer ID : AAYCD - HIDALGO COUNTY PRECINCT 2 SHOP $ 481.86

Account Code XM719 Total: $ 481.86

Invoice Total: $ 481.86

Remit To:	TransMontaigne Product Services Inc. Dept 1282 Denver, CO 80291
Note:	Please include the Invoice Number(s) with your remittance.
Invoice Inquiries:	Comdata 1-866-662-3535 or via e-mail to gov@comdata.com

PO # 652242
1-1200-431-00-122-004-0-426
Req # 189424

RECEIVED BY
COUNTY AUDITOR
2011 SEP 19 AM 8:55

INVOICE RECEIVED BY: _____ ON 9/19/2011
GOODS/SERVICES RECEIVED BY: Benigno Huerta ON 9/31/2011

TRANSMONTAIGNE PRODUCT SERVICES INC.

Summary Report
For Invoice Number 58143
Dated September 14, 2011

STATE OF TEXAS
HIDALGO CNTY PRECINCT #2 SHOP
301 E STATE
PHARR, TX 78577

Fuel and non-fuel transactions posted **08/01/2011 - 08/31/2011**

Account Code: XM719

Customer ID: AAYCD - HIDALGO COUNTY PRECINCT 2 SHO	Transaction Line Items	Gallons	Quantity	Original Amount Due ($)	Re-priced Amount Due ($)	Invoiced Amount Due ($)
Re-Priced Non-Index						
UNL PRM-90/91OC	7	143.80		508.18	481.86	481.86
Sub-Total	**7**	**143.80**		**508.18**	**481.86**	**481.86**
Totals for Customer ID: AAYCD	**7**	**143.80**		**$508.18**	**$481.86**	**$481.86**

RECEIVED BY
COUNTY AUDITOR
2011 SEP 19 AM 8:55

Summary By Account Code

Account Code: XM719	Transaction Line Items	Gallons	Quantity	Original Amount Due ($)	Repriced Amount Due ($)	Invoiced Amount Due ($)
Re-Priced Non-Index						
UNL PRM-90/91OC	7	143.80		508.18	481.86	481.86
Sub-Total	**7**	**143.80**		**508.18**	**481.86**	**481.86**
Total for Account Code: XM719	**7**	**143.80**		**$508.18**	**$481.86**	**$481.86**

RECEIVED BY
COUNTY AUDITOR
2011 SEP 19 AM 8:55

TRANSMONTAIGNE PRODUCT SERVICES INC.

Invoice Details

Invoice #: 58143

Account Code Description: HIDALGO COUNTY PRECINCT 2 SHOP

Energy Supply Chain Services

Fuel and non-fuel transactions posted 08/01/2011 - 08/31/2011

Posting Date / Trans Date	Account Code / Customer ID	Merchant Name	Merchant City / State	Product Description	Price / Re-Price	Quantity	Trans Amt / Amt Due	Transaction #	Card #	Card Holder Name/ Vehicle #		POS Name
08/03/2011 08/01/2011	XM719 / AAYCD	PCC 7308	PHARR / TX	UNL PRM-90/91OC	$3.5596 $3.3766	21.070	$75.00 $71.14	000191040	1691	1025274 1025274	VEHIC/	REMIGIO HUERTA
08/06/2011 08/04/2011	XM719 / AAYCD	PCC 7308	PHARR / TX	UNL PRM-90/91OC	$3.5600 $3.3770	19.660	$69.99 $66.39	000190085	1691	1025274 1025274	VEHIC/	REMIGIO HUERTA
08/10/2011 08/08/2011	XM719 / AAYCD	PCC 7308	PHARR / TX	UNL PRM-90/91OC	$3.5592 $3.3762	20.510	$73.00 $69.25	000144547	1691	1025274 1025274	VEHIC/	REMIGIO HUERTA
08/18/2011 08/16/2011	XM719 / AAYCD	PCC 7308	PHARR / TX	UNL PRM-90/91OC	$3.5597 $3.3767	21.350	$76.00 $72.09	000168332	1691	1025274 1025274	VEHIC/	REMIGIO HUERTA
08/22/2011 08/19/2011	XM719 / AAYCD	PCC 7308	PHARR / TX	UNL PRM-90/91OC	$3.5399 $3.3569	19.800	$70.09 $66.47	000182337	1691	1025274 1025274	VEHIC/	REMIGIO HUERTA
08/25/2011 08/23/2011	XM719 / AAYCD	PCC 7308	PHARR / TX	UNL PRM-90/91OC	$3.4806 $3.2976	20.140	$70.10 $66.41	000165004	1691	1025274 1025274	VEHIC/	REMIGIO HUERTA
08/29/2011 08/26/2011	XM719 / AAYCD	PCC 7308	PHARR / TX	UNL PRM-90/91OC	$3.4791 $3.2961	21.270	$74.00 $70.11	000187171	1691	1025274 1025274	VEHIC/	REMIGIO HUERTA

Total Net Amount Due: $481.86

RECEIVED BY COUNTY AUDITOR 2011 SEP 15 AM 8:

STRIPES # 7308
328 U S HWY 83
PHARR TEXAS
78501
TP48570597-001 STRIPES 7308
328 E US HWY 83
PHARR TX 78577

DUPLICATE OUTDOOR RECEIPT

DATE 08/01/11
TIME 3:47 PM
AUTH# 126863
ODOMETER 44937

MC FLEET
ACCOUNT NUMBER
XXXX XXXX XXXX 1691
1025274/VEHICLE

PUMP PRODUCT PPG
01 PREM $3.559

GALLONS TOTAL
21.073 $75.00

THANKS,COME AGAIN

STRIPES # 7308
328 U S HWY 83
PHARR TEXAS
78501
TP48570597-001 STRIPES 7308
328 E US HWY 83
PHARR TX 78577

DUPLICATE OUTDOOR RECEIPT

DATE 08/04/11
TIME 11:21 AM
AUTH# 829148
ODOMETER 45166

MC FLEET
ACCOUNT NUMBER
XXXX XXXX XXXX 1691
1025274/VEHICLE

PUMP PRODUCT PPG
03 PREM $3.559

GALLONS TOTAL
19.667 $69.99

THANKS,COME AGAIN

STRIPES # 7308
328 U S HWY 83
PHARR TEXAS
78501
TP48570597-001 STRIPES 7308
28 E US HWY 83
HARR TX 78577

DUPLICATE OUTDOOR RECEIPT

DATE 08/08/11
TIME 4:19 PM
AUTH# 602175
ODOMETER 45430

MC FLEET
ACCOUNT NUMBER
XXXX XXXX XXXX 1691

PUMP PRODUCT PPG
02 PREM $3.559

GALLONS TOTAL
20.511 $73.00

THANKS,COME AGAIN

RECEIVED BY: COUNTY AUDITOR
2011 SEP 19 AM 8:55

RECEIVED
AUG 19 2011
BY:

STRIPES # 7308
328 U S HWY 83
PHARR TEXAS
78501
TP48570597-001 STRIPES 7308
328 E US HWY 83
PHARR TX 78577

DUPLICATE OUTDOOR RECEIPT

DATE 08/19/11
TIME 7:50 AM
AUTH# 966569
ODOMETER 45960

MC FLEET
ACCOUNT NUMBER
XXXX XXXX XXXX 1691
1025274/VEHICLE

PUMP PRODUCT PPG
01 PREM $3.539

GALLONS TOTAL
19.805 $70.09

THANKS, COME AGAIN

STRIPES # 7308
328 U S HWY 83
PHARR TEXAS
78501
TP48570597-001 STRIPES 7308
328 E US HWY 83
PHARR TX 78577

DUPLICATE OUTDOOR RECEIPT

DATE 08/16/11
TIME 1:38 PM
AUTH# 274464
ODOMETER 45691

MC FLEET
ACCOUNT NUMBER
XXXX XXXX XXXX 1691
1025274/VEHICLE

PUMP PRODUCT PPG
04 PREM $3.559

GALLONS TOTAL
21.354 $76.00

THANKS, COME AGAIN

RECEIVED BY
COUNTY AUDITOR
2011 SEP 19 AM 8:55

RECEIVED
AUG 19 2011
BY:

STRIPES # 7308
328 U S HWY 83
PHARR TEXAS
78501
TP48570597-001 STRIPES 7308
328 E US HWY 83
PHARR TX 78577

DUPLICATE OUTDOOR RECEIPT

DATE 08/23/11
TIME 2:41 PM
AUTH# 791137
ODOMETER 46199

MC FLEET
ACCOUNT NUMBER
XXXX XXXX XXXX 1691
1025274/VEHICLE

PUMP	PRODUCT	PPG
02	PREM	$3.479

GALLONS	TOTAL
20.150	$70.10

THANKS, COME AGAIN

A. Garcia

RECEIVED
AUG 30 2011
BY:
COUNTY AUDITOR
2011 SEP 19 AM 8:55
RECEIVED BY

STRIPES # 7308
328 U S HWY 83
PHARR TEXAS
78501
TP48570597-001 STRIPES 7308
328 E US HWY 83
PHARR TX 78577

DUPLICATE OUTDOOR RECEIPT

DATE 08/26/11
TIME 8:10 AM
AUTH# 477799
ODOMETER 46485

MC FLEET
ACCOUNT NUMBER
XXXX XXXX XXXX 1691
1025274/VEHICLE

PUMP	PRODUCT	PPG
04	PREM	$3.479

GALLONS	TOTAL
21.270	$74.00

THANKS, COME AGAIN

RECEIVED BY
COUNTY AUDITOR
2011 SEP 19 AM 8:55

RECEIVED
SEP 08 2011
BY:

072486 JIMENEZ EDWARD HIDALGO PRECINT2SHOP
008044 HUERTA REMIGIO HIDALGO PRECINT2SHOP

Jessica Nicole Ortega [9:09 AM]:
Good Morning Ms. Yoli. I was wondering if you responded to the question I asked you yesterday regarding Transmontaigne. We were in a meeting yesterday afternoon and didn't get out til after 5. What unit #is A. Garza using?

Yolanda Cisneros [9:11 AM]:
I did....send you a respond.....you were away.....but the messages went thru

Jessica Nicole Ortega [9:12 AM]:
sorry Ms. Yoli but my computer got turned off

Yolanda Cisneros [9:13 AM]:
I put that he was just using Mr. Huerta's card to fuel his truck

Jessica Nicole Ortega [9:14 AM]:
which unit does he have?

Yolanda Cisneros [9:16 AM]:
who

Yolanda Cisneros [9:17 AM]:
Mr. Huerta or Angel Garcia

Jessica Nicole Ortega [9:17 AM]:
Angel

Yolanda Cisneros [9:17 AM]:
he doesn't have a unit

Yolanda Cisneros [9:18 AM]:
he is only fueling up for them

Yolanda Cisneros [9:18 AM]:
or him

Jessica Nicole Ortega [9:18 AM]:
so he's fueling up Mr. Huerta's vehicle?

Yolanda Cisneros [9:19 AM]:
yes

Jessica Nicole Ortega [3:30 PM]:
Good Afternoon Ms. Yoli. Have you by any chance sent me the fuel logs for Transmontaigne for August?
Yolanda Cisneros [3:32 PM]:
what do you mean fuel logs?
Jessica Nicole Ortega [3:33 PM]:
Yea you are suppose to be logging down when you use the Transmontaigne card
Jessica Nicole Ortega [3:33 PM]:
You had told me last week you would send them over
Yolanda Cisneros [3:35 PM]:
when the county wide shop used the card.....How would I know.....I totally misunderstood you with the logs that we send you when they fuel up at the shop
Yolanda Cisneros [3:36 PM]:
with the card that they use....they have the receipt and thats it.....
Jessica Nicole Ortega [3:38 PM]:
no each dept that has that card is suppose to be logging down when they use it. There is a fuel log that the county provided for the depts. Its on the fuel policy.
Yolanda Cisneros [3:39 PM]:
yeah....but you dept. never had requested well at least to me.....and how long have we been paying TransMontaigne?
Yolanda Cisneros [3:41 PM]:
I honestly never logged anything..... and in the training I don't remember any form.....they did say you can view transactions on the internet but that was itl.
Jessica Nicole Ortega [3:51 PM]:
As it states on the fuel policy that you signed when given those cards "A fuel purchases log and original itemized receipts shall be maintained for each fuel credit card issued." "The Fuel Credit Card Manager shall maintain a permanent file of all fuel purchase logs in accordance with the records retention law. This file will be subject to periodic review by the County Auditor's Office."

Purchase Order

COUNTY OF HIDALGO

PO#: 652242

DATE: 02/02/11

VENDOR: 340022 REQ:00189424

FAX (303)860-5016 Email:

Phone:(303)626-8200

TRANSMONTAIGNE PRODUCT SERVICES, INC.
1670 BROADWAY, SUITE 3100
DENVER CO 80202

Vendor Acct:

Cancelled 08-31-11

BUYER:

SHIP TO: HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577

CONTACT:

SITE: HIDALGO CO. PCT 2

Contract No: E-10-271-06-29

Special Instructions:

R-0020

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		COUNTY WIDE SHOP DEPARTMENT - #E-10-271-06-29 EXP. 8/31/2011		
1	MONTH	CC UNLEADED AND/OR DIESEL FUEL FOR CWS UNITS	5,000.00	5,000.00
		FROM JANUARY TO AUGUST 2011 UNLESS EXTENDED		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		5,000.00
		**********		
		For Hidalgo County use only		
		1-1200-431-00-122-004-0-626 5,000.00		
		Approved		

RECEIVED BY

2011 FEB -3 AM 9:25

Authorized by: Martha L. Salazar mlw

AI-31139 **18. A.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: Commissioner Precinct No. 3

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 3 Sanitation (1100):
1. Approval to create one (1) full-time Truck Driver III position, slot no. 0041, budgeted salary $32,000.00.
2. Approval of transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds for salary and related fringe benefit expenditures available from Co. Wide Adm. - Contingency, pending approval of interdepartmental transfer.

Attachments

PAR
Job Description
Fiscal Note
Revised salary schedule
Interdept.

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	02/24/2012 01:40 PM
Budget & Management	Merlen P. Munoz	02/24/2012 02:09 PM
Rosalinda Cantu	Rosie Cantu	02/24/2012 02:46 PM
Purchasing Department	Angela Garcia	02/24/2012 03:38 PM

Form Started By: Sylvia Solis Started On: 02/21/2012 09:22 AM

Final Approval Date: 02/24/2012

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 3 SANITATION (123-001) DATE: 2/21/2012

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0041

REQUESTED POSITION TITLE: TRUCK DRIVER III

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 32,000.00	$ 32,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [X] Will Require Additional Funds

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

The position is necessary because of the demand of work and the addition of a new substation on Tom Gill Road and FM2221 West 1/2 of a mile (FM2221 south side).

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

POSITION RECLASSIFICATION: 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	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☑ NO
2.	HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	☐	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	2/24/2012 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

Sylvia Solis

From: Norma Ceballos <norma.ceballos@co.hidalgo.tx.us>
Sent: Friday, February 24, 2012 8:34 AM
To: 'Sylvia Solis'
Attachments: PAR.pdf

From Mingo

HIDALGO COUNTY
SANITATION/LANDFILL

Job Title:	Truck Driver III	FLSA Status:	Non-Exempt
Department:	121-124	Civil Service Status:	Non-Exempt

SUMMARY

Drives and insures proper maintenance of large-class trucks and various other equipment. This is a responsible position that may involve minimal instruction or supervision. This is a skilled labor involved in the operation of large-class trucks within the county.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Ability to operate large class trucks, pick up truck, dump truck, water truck, tractor, sedan, flat bed truck, roll off container and road patching truck.
- Ability to operate other heavy equipment such as backhoes, front-end loaders, compactors.
- Loads truck; hauls dirt, gravel, caliche, water, garbage or other materials and equipment to designated areas and unloads truck.
- Ability to operate generators, pumps, hand tools and a 2-way radio.
- Maintains vehicle in ready working condition, including fuel, proper lubrication and cleaning.
- Examines vehicles for needed repairs and routine maintenance and reports necessary repairs.
- Ability to operate and maintain maintenance equipment that is used during projects including brush pickups, or clearing of drainage ditches.
- Ability to work effectively and cooperatively with other crewmembers.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

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

EDUCATION and/or EXPERIENCE

- High School diploma or General Education Degree (GED); or
- Ability to read and write English.
- Employee must have at least five (5) years experience as a heavy class truck driver.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License, Class A.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of large class trucks.
- Sufficient skills to operate equipment effectively and safely.
- Ability to perform strenuous work in the outdoors.
- Ability to understand and follow oral instructions.
- Possess basic knowledge of minor repairs and adjustments.
- Ability to read and comprehend simple instructions, short correspondence, and memos.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Ability to add and subtract two digit numbers and to multiply and divide with 10s and 100s.
- Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Must be able to perform duties of Truck Driver I and II.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

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 required to talk or hear. The employee is required to stand. The employee is 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 fifty (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 encounters while performing the essential functions of this job.

While performing the duties of this job, the employee occasionally works near moving mechanical parts, outside weather conditions and is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals.

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

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 work environments 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 department's safety regulations.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, February 28, 2012 **Agenda Item:** 31139

Summary of request/proposal:
PCT. 3 SANITATION (1100):
Approval to create one (1) full-time Truck Driver III position, slot no. 0041, budgeted salary $32,000.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	TRUCK DRIVER III	0041	113	0.00	32,000.00	32,000.00
				0.00	32,000.00	32,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-432-00-123-001-0- 113	SANITATION PCT. 3 - REG F/T EMPLOYEES	$26,973.18
2-1100-432-00-123-001-0- 211	SANITATION PCT. 3 - HEALTH INSURANCE	$3,509.89
2-1100-432-00-123-001-0- 212	SANITATION PCT. 3 - LIFE INSURANCE	$22.76
2-1100-432-00-123-001-0- 220	SANITATION PCT. 3 - FICA	$2,063.45
2-1100-432-00-123-001-0- 230	SANITATION PCT. 3 - RETIREMENT	$2,683.83
2-1100-432-00-123-001-0- 250	SANITATION PCT. 3 - UNEMPLOYMENT COMP	$134.87
2-1100-432-00-123-001-0- 260	SANITATION PCT. 3 - WORKER'S COMP	$0.00
	2012 Budgetary Impact	$35,387.98

2013 Budgetary Impact: **$41,983.00**

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

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-432-00-123-001-0

PCT. 3 SANITATION

AI- 31139

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	SANIT DIRECTOR				$48,300.00	$48,300.00	$420.00	$0.00	$0.00	$0.00	$0.00	$48,720.00
0004	113	HEAVY EQUIPMENT OPERATOR II				$28,000.00	$28,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$28,720.00
0005	113	HEAVY EQUIPMENT OPERATOR II				$28,000.00	$28,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$28,720.00
0006	113	SUPERVISOR				$30,000.00	$30,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$30,720.00
0007	113	TRUCK DRIVER III				$32,000.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,000.00
0008	113	TRUCK DRIVER III				$32,000.00	$32,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$32,300.00
0011	113	TRUCK DRIVER III				$32,000.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,000.00
0012	113	MAINTENANCE I				$28,000.00	$28,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$28,420.00
0013	113	MAINTENANCE I				$28,000.00	$28,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$28,420.00
0014	113	MAINTENANCE I				$28,000.00	$28,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,300.00
0015	113	MAINTENANCE I				$28,000.00	$28,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,300.00
0016	113	MAINTENANCE I				$28,000.00	$28,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,300.00
0017	113	MAINTENANCE I				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0018	113	TRUCK DRIVER III				$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0019	113	TRUCK DRIVER III				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0020	113	MAINTENANCE I				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0021	113	MAINTENANCE I				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0023	113	TRUCK DRIVER III				$26,144.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0024	113	TRUCK DRIVER III				$26,144.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0026	113	MAINTENANCE I				$24,880.00	$24,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,880.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-432-00-123-001-0

PCT. 3 SANITATION

AI- 31139

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0027	113	MAINTENANCE I				$24,880.00	$24,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,880.00
0028	113	MAINTENANCE I				$24,880.00	$24,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,880.00
0030	113	MAINTENANCE I				$24,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0031	113	MAINTENANCE I				$24,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	MAINTENANCE I				$28,000.00	$28,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$28,360.00
0033	113	HEAVY EQUIPMENT OPERATOR III				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0034	113	MAINTENANCE II				$28,000.00	$28,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,300.00
0035	113	MAINTENANCE I				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0036	113	MAINTENANCE I				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0037	113	MAINTENANCE I				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0038	113	TRUCK DRIVER III				$32,000.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,000.00
0039	113	OFFICE CLERK				$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0040	113	TRUCK DRIVER III				$32,000.00	$32,000.00	$960.00	$0.00	$0.00	$0.00	$0.00	$32,960.00
		CREATE THE FOLLOWING:											
0041	**113**	**TRUCK DRIVER III**				**$32,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
						$946,988.00	$816,940.00	$6,240.00	$0.00	$0.00	$0.00	$0.00	$823,180.00

Approval to create one (1) full-time Truck Driver III position, slot no. 0041, budgeted salary $32,000.00.
Personnel action pending CC approval.

DATE: February 24, 2012

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 3 Sanitation

ACCOUNT NUMBER: 2-1100-4XX-00-1XX-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			
2-1100-415-00-115-002-0- 899	CO. WIDE ADM.	CONTINGENCY	(35,387.98)
TO			
2-1100-432-00-123-001-0- 113	SANITATION PCT. 3 -	REG F/T EMPLOYEES	26,973.18
2-1100-432-00-123-001-0- 211	SANITATION PCT. 3 -	HEALTH INSURANCE	3,509.89
2-1100-432-00-123-001-0- 212	SANITATION PCT. 3 -	LIFE INSURANCE	22.76
2-1100-432-00-123-001-0- 220	SANITATION PCT. 3 -	FICA	2,063.45
2-1100-432-00-123-001-0- 230	SANITATION PCT. 3 -	RETIREMENT	2,683.83
2-1100-432-00-123-001-0- 250	SANITATION PCT. 3 -	UNEMPLOYMENT COMP	134.87
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund salaries and related fringe benefit expenditures for the creation of one (1) Truck Driver III position, slot no. 0041.

DEPARTMENT HEAD SIGNATURE

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

AI-31221 **19. A. 1.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: Auditor's Office

Department: BUDGET & MANAGEMENT

Information

CAPTION

Special Revenue & Internal Service Funds:
Approval of 2012 appropriation of funds to fund various open PO rollovers.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** Special Revenue & Internal Service Fund

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

BUDGETARY IMPACT:

Appropriation of funds for various Special Revenue & Internal Service funds for PO Carryovers.

Attachments

Budget Amendment

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	02/24/2012 01:25 PM
Budget & Management	Merlen P. Munoz	02/24/2012 02:09 PM
Purchasing Department	Angela Garcia	02/24/2012 03:38 PM

Form Started By: Erika Zamora Started On: 02/24/2012 11:48 AM

Final Approval Date: 02/24/2012

ls

DATE: FEBRUARY 28, 2012

DEPARTMENT HEAD: VARIOUS

DEPARTMENT NAME: VARIOUS (SPECIAL REVENUE FUNDS & INTERNAL SERVICE FUNDS)

ACCOUNT NUMBER: 2-12XX-XXX-XX-XXX-XXX-X-XXX
2-22XX-XXX-XX-XXX-XXX-X-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 BUDGET AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C.

INCREASE ACCOUNT	ACCOUNT NAME	AMOUNT
2- 1200-431-00-121-004-0-431	PCT1 ADM-BLDG&OTHR STRUC R&M SRV	200.00
2- 1200-431-00-121-004-0-529	PCT1 ADM-SURETY & NOTARY BONDS	94.95
2- **1200-431-00-121-004-0-584**	**PCT1 ADM-REGISTRATION FEES**	447.00
2- 1200-431-00-121-005-0-673	PCT1 RD MAINT-R&B R&M SUPPLIES	1,588.41
2- 1200-431-00-121-005-0-731	PCT1 RD MAINT-ROADS	4,348.92
2- 1200-431-00-121-069-0-841	PCT1 INTLCL(MERCEDES-FLORIDA ST.)-AID	2,640.00
2- 1200-431-00-121-070-0-841	PCT1 INTLCL (MERCEDES-PALM ST.)-AID	1,800.00
2- 1200-431-00-121-093-0-733	PCT1 ENCINAL#2/ALAMOS/OLVRZ#2 (UCP)-DRA	1,134.63
2- 1200-431-00-121-185-0-731	PCT1 COLONIA WHALEN ROAD-ROADS	973.50
2- 1200-431-00-121-387-0-731	PCT1 LA MESA SUBDIVISION-ROADS	32.89
2- 1200-431-00-122-004-0-343	CW MECH SHOP-LAUNDRY & DRY CLEANING	1,149.31
2- 1200-431-00-122-004-0-425	CW MECH SHOP-PEST CONTROL	40.00
2- 1200-431-00-122-004-0-442	CW MECH SHOP-EQUIP & VEHICLE RENTALS	169.84
2- 1200-431-00-122-004-0-532	CW MECH SHOP-WIRELESS DEVICES	20.80
2- 1200-431-00-122-004-0-623	CW MECH SHOP-BOTTLED GAS	155.98
2- 1200-431-00-122-005-0-431	PCT2 ADM-BLDG & OTHER STRUC R&M SRV	50.00
2- 1200-431-00-122-005-0-532	PCT2 ADM-WIRELESS DEVICES	177.59
2- 1200-431-00-122-005-0-550	PCT2 ADM-PRINTING & BINDING	33.70
2- 1200-431-00-122-005-0-583	PCT2 ADM-TRAVEL OUT OF COUNTY	60.00
2- **1200-431-00-122-006-0-432**	**PCT2 RD MAINT-EQUIP & VEH R&M SRV**	1,135.28
2- 1200-431-00-122-006-0-442	PCT2 RD MAINT-EQUIP & VEHICLE RENTALS	2.92
2- **1200-431-00-122-006-0-731**	**PCT2 RD MAINT-ROADS**	21,150.25
2- **1200-431-00-122-006-0-732**	**PCT2 RD MAINT-BRIDGES**	740.84
2- 1200-431-00-122-026-0-731	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROADS	42,030.00
2- **1200-431-00-122-027-0-711**	**PCT2 TOWER RD(MOORE-BALLI)-ROW**	43,650.00
2- **1200-431-00-122-027-0-731**	**PCT2 TOWER RD(MOORE-BALLI)-ROADS**	62,268.90
2- **1200-431-00-122-028-0-731**	**PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD**	32,088.54
2- 1200-431-00-122-028-0-733	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-DR	1,355.67
2- 1200-431-00-122-028-0-841	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-AI	38,458.31

INCREASE ACCOUNT	ACCOUNT NAME	AMOUNT
2- 1200-431-00-122-035-0-711	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROW	3,650.00
2- **1200-431-00-122-035-0-731**	**PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS**	13,929.00
2- **1200-431-00-122-035-0-841**	**PCT2 ICA W/HIDALGO(VAL-MEX DR)-AID GOVT**	8,893.00
2- 1200-431-00-122-047-0-711	PCT2 MCCOLL OFFSITE DRNG-THOMAS RD-ROW	250.00
2- 1200-431-00-122-047-0-733	PCT2 MCCOLL OFFSITE DRNG-THOMAS RD-DRAIN	624.00
2- **1200-431-00-122-049-0-731**	**PCT2 TOWER RD(OWASSA-ALAMO CTY LMT)-ROAD**	767,541.36
2- 1200-431-00-122-051-0-711	PCT2 EL GATO RD(W ALAMO-TOWER)-ROW	3,000.00
2- **1200-431-00-122-051-0-731**	**PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS**	422,790.83
2- **1200-431-00-122-051-0-841**	**PCT2 EL GATO RD-ICA PSJA & ALAMO-AID TO**	18,468.54
2- **1200-431-00-122-052-0-711**	**PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROW**	5,400.00
2- **1200-431-00-122-052-0-731**	**PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROA**	364,297.85
2- 1200-431-00-122-060-0-711	PCT2 ANAYA RD(10TH ST-MCCOLL)-ROW	8,400.00
2- 1200-431-00-122-060-0-731	PCT2 ANAYA RD(10TH ST-MCCOLL)-ROADS	119,687.00
2- 1200-431-00-122-061-0-711	PCT2 LAS MILPAS RD(10TH ST-JACKSON)-ROW	4,200.00
2- 1200-431-00-122-061-0-731	PCT2 LAS MILPAS RD(10TH ST-JACKSON)-ROAD	154,145.00
2- 1200-431-00-122-061-0-841	PCT2 LAS MILPAS RD(10TH ST-JACKSON)-AID	11,214.00
2- 1200-431-00-122-900-0-711	PCT2 MORNINGSIDE OFFSITE ICA SJ/ALMO-ROW	2,000.00
2- **1200-431-00-122-900-0-733**	**PCT2 MORNINGSIDE OFFSITE ICA SJ/ALMO-DRA**	33,771.81
2- 1200-431-00-123-004-0-339	PCT3 ADM-OTHER PROF SRV	1,000.00
2- **1200-431-00-123-004-0-431**	**PCT3 ADM-BLDG & OTHER STRUC R&M SRV**	75.00
2- 1200-431-00-123-004-0-550	PCT3 ADM-PRINTING & BINDING	93.00
2- 1200-431-00-123-005-0-334	PCT3 RD MAINT-ARCH & ENG SRV	500.00
2- 1200-431-00-123-005-0-343	PCT3 RD MAINT-LAUNDRY & DRY CLEANING	33.75
2- **1200-431-00-123-005-0-432**	**PCT3 RD MAINT-EQUIP & VEH R&M SRV**	592.12
2- 1200-431-00-123-005-0-442	PCT3 RD MAINT-EQUIP & VEHICLE RENTALS	30.67
2- 1200-431-00-123-005-0-532	PCT3 RD MAINT-WIRELESS DEVICES	820.00
2- 1200-431-00-123-005-0-626	PCT3 RD MAINT-GASOLINE/DIESEL	18,116.04
2- **1200-431-00-123-005-0-672**	**PCT3 RD MAINT-EQUIP & VEH R&M SUPPLIES**	1,479.22
2- **1200-431-00-123-005-0-673**	**PCT3 RD MAINT-R&B R&M SUPPLIES**	5,395.34
2- **1200-431-00-123-005-0-679**	**PCT3 RD MAINT-OTHER R&M SUPPLIES**	395.99
2- **1200-431-00-123-005-0-711**	**PCT3 RD MAINT-ROW**	4,200.00
2- **1200-431-00-123-005-0-731**	**PCT3 RD MAINT-ROADS**	142,963.15
2- 1200-431-00-123-005-0-732	PCT3 RD MAINT-BRIDGES	25,210.50
2- **1200-431-00-123-007-0-731**	**PCT3 LATERAL RD-ROADS**	7,776.69
2- 1200-431-00-123-025-0-334	PCT3 RDWY SYS STUDY-ARCH & ENG SRV	2,038.63
2- 1200-431-00-123-080-0-731	PCT3 M4N (TOMGILL-FM2221)-ROADS	2,682.72
2- 1200-431-00-123-093-0-731	PCT3 SILVER SPUR (S EXP 83- BUS 83 N)-RD	2,453.00
2- 1200-431-00-123-098-0-841	PCT.3-PLMHRST(N.GLSSCK&2 1/2)-AID TO GOV	2,361.50
2- 1200-431-00-123-397-0-733	PCT3-LA SUENA SUBD-DRAINAGE DITCHES	7,846.23
2- 1200-431-00-124-005-0-550	PCT4 ADM-PRINTING & BINDING	93.59
2- 1200-431-00-124-007-0-334	PCT4 RD MAINT-ARCH & ENG SRV	5,900.00
2- **1200-431-00-124-007-0-432**	**PCT4 RD MAINT-EQUIP & VEH R&M SRV**	2,136.97
2- **1200-431-00-124-007-0-672**	**PCT4 RD MAINT-EQUIP & VEH R&M SUPPLIES**	3,129.30
2- 1200-431-00-124-007-0-673	PCT4 RD MAINT-R&B R&M SUPPLIES	2,728.69
2- **1200-431-00-124-007-0-731**	**PCT4 RD MAINT-ROADS**	43,282.75
2- 1200-431-00-124-007-0-733	PCT4 RD MAINT-DRAINAGE DITCHES	4,434.00
2- 1200-431-00-124-401-0-731	PCT4 BCAP LAKEVIEW S/D-ROADS	4,363.76
2- **1200-431-00-260-001-0-432**	**R-O-W DEPT-EQUIP&VEH R&M SRV**	222.56
2- **1200-431-00-260-001-0-529**	**R-O-W DEPT-SURETY & NOTARY BONDS**	142.00
2- 1200-431-00-260-001-0-601	R-O-W DEPT-OFFICE & COMPUTER SUPPLIES	19.95

INCREASE ACCOUNT	ACCOUNT NAME	AMOUNT
2- 1200-431-00-260-001-0-672	R-O-W DEPT-EQ&VEH R&M SUPPLIES	20.99
2- **1200-431-00-260-001-0-711**	**R-O-W DEPT-ROW**	15,200.00
2- 1200-431-00-260-001-0-780	R-O-W DEPT-CAPITAL LEASES	2,549.88
	FUND 1200 TOTAL	**2,510,548.61**
2- 1222-412-00-080-006-0-342	DA BAD CK-INFO & CREDIT SERVICES	303.00
	FUND 1222 TOTAL	**303.00**
2- **1237-415-40-180-003-0-341**	**CC REC MGMT-DATA MGMT & PROCESSING**	28,685.90
2- 1237-415-40-180-003-0-350	CC REC MGMT-OTHER SERVICES	200.00
2- **1237-415-40-180-003-0-780**	**CC REC MGMT-CAPITAL LEASES**	367.10
	FUND 1237 TOTAL	**29,253.00**
2- 1238-415-40-180-004-0-452	CC COUNTY REC MGMT-BLDG ADD & RENOV	375.12
	FUND 1238 TOTAL	375.12
2- 1241-421-23-115-044-0-611	COURTHOUSE SECURITY-POLICE SUPPLIES	443.00
2- 1241-421-23-115-044-0-855	COURTHOUSE SECURITY-LATE FEES, PEN & FIN	19.43
	FUND 1241 TOTAL	**462.43**
2- **1242-412-00-060-001-0-532**	**JUSTICE CRT TECH-WIRELESS DEVICES**	461.89
2- 1242-412-00-060-001-0-665	JUSTICE CRT TECH-MINOR COMPUTER EQUIP	473.50
2- 1242-412-00-060-001-0-745	JUSTICE CRT TECH-COMPUTER EQUIPMENT	36,980.41
2- 1242-412-00-060-001-0-747	JUSTICE CRT TECH-SOFTWARE	9,536.00
2- 1242-412-00-060-001-0-780	JUSTICE CRT TECH-CAPITAL LEASES	357.38
	FUND 1242 TOTAL	**47,809.18**
2- **1254-412-00-270-014-0-412**	**HIDTA US JUSTICE-CABLE/SATELLITE TV**	305.25
2- 1254-412-00-270-014-0-432	HIDTA US JUSTICE-EQUIP&VEH R&M SRV	25.00
2- 1254-412-00-270-014-0-442	HIDTA US JUSTICE-EQUIP & VEHICLE RENTALS	15.00
2- **1254-412-00-270-014-0-626**	**HIDTA US JUSTICE-GASOLINE/DIESEL**	3,852.45
2- 1254-412-00-270-014-0-631	HIDTA US JUSTICE-BOTTLED WATER	210.00
2- 1254-412-00-270-014-0-667	HIDTA US JUSTICE-MINOR SOFTWARE	420.00
2- 1254-412-00-270-014-0-748	HIDTA US JUSTICE-OTHER EQUIPMENT	2,064.00
2- 1254-412-00-270-014-0-890	HIDTA US JUSTICE-OTHER	20.00
	FUND 1254 TOTAL	**6,911.70**
	SPECIAL REVENUE FUNDS TOTAL	**2,595,663.04**
2- **2201-415-00-115-009-0-311**	**DBM-HEALTH INS ADM-MGMT CONSULTING SRV**	21,000.00
2- 2201-415-00-115-009-0-442	DBM-HEALTH INS ADM-EQUIP & VEH RENTALS	100.40
2- 2201-415-00-115-009-0-601	DBM-HEALTH INS ADM-OFFICE & COMPU SUPPL	151.75
2- 2201-415-00-115-009-0-661	DBM-HEALTH INS ADM-MINOR OFFICE FURN &EQ	427.60
2- **2201-415-00-115-009-0-780**	**DBM-HEALTH INS ADM-CAPITAL LEASES**	1,133.05
	FUND 2201 TOTAL	**22,812.80**
2- 2202-419-50-115-065-0-311	DBM-W/C DIV-MGMT CONSULTING SRV	600.00
2- **2202-419-50-115-065-0-432**	**DBM-W/C DIV-EQUIP&VEH R&M SRV**	770.72
2- **2202-419-50-115-065-0-442**	**DBM-W/C DIV-EQUIP & VEHICLE RENTALS**	156.12
2- 2202-419-50-115-065-0-532	DBM-W/C DIV-WIRELESS DEVICES	154.36

INCREASE ACCOUNT	ACCOUNT NAME	AMOUNT
2- 2202-419-50-115-065-0-584	DBM-W/C DIV-REGISTRATION FEES	225.00
2- **2202-419-50-115-065-0-601**	**DBM-W/C DIV-OFFICE & COMPU SUPPL**	270.19
2- 2202-419-50-115-065-0-626	DBM-W/C DIV-GASOLINE/DIESEL	64.25
2- **2202-419-50-115-065-0-631**	**DBM-W/C DIV-BOTTLED WATER**	229.35
2- 2202-419-50-115-065-0-661	DBM-W/C DIV-MINOR OFFICE FURN & EQUIP	427.60
	FUND 2202 TOTAL	**2,897.59**
	INTERNAL SERVICE FUNDS TOTAL	**25,710.39**
	TOTAL BUDGET INCREASE REQUEST	**2,621,373.43**

REASON: TO APPROPRIATE FUNDING FOR OPEN PURCHASE ORDERS THAT WERE ROLLED OVER INTO YEAR 2012 DURING THE CLOSE-OUT PROCESS FOR YEAR 2011.

DEPT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE

ATTEST COUNTY CLERK

AI-31195 **19. A. 2.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: Sergio Cruz

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #3 R&B (1200):
Approval of 2012 appropriation of funds into Precinct #3 Rd Maintenance, Precinct #3 Lateral Road, Precinct #3 Roadway System Study, Precinct #3 M4N (Tomgill-FM 2221), Precinct #3 Silver Spur (S Exp 83-Bus 83 N), Precinct #3 Palmhurst (N Glasscock & 2 1/2) and Precinct #3 La Suena Subdivision in the total amount of $152,541.83.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-123-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding available for appropriation as of 2/23/12. Appropriation from Precinct #3 R&B (1200) fund balance.

Attachments

BA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/23/2012 02:01 PM
Perla Lopez (Originator)	Perla Lopez	02/23/2012 02:08 PM
Budget & Management	Merlen P. Munoz	02/23/2012 02:23 PM
Olga Garza	Olga Garza	02/23/2012 04:47 PM
Auditor's Office	Arcilia Duran	02/24/2012 09:11 AM
Purchasing Department	Marty Salazar	02/24/2012 10:02 AM

Form Started By: Perla Lopez Started On: 02/23/2012 01:39 PM

Final Approval Date: 02/24/2012

DATE: February 28, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Pct. #3 R&B (1200)

AI - 31195

ACCOUNT NUMBER: 2-1200-431-00-123-XXX-0-XXX

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

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
2-1200-431-00-123-005-0-731	Pct3 Rd Maint-Roads	$ 102,172.56
2-1200-431-00-123-005-0-732	Pct3 Rd Maint-Bridges	$ 25,210.50
2-1200-431-00-123-007-0-731	Pct3 Lateral Rd-Roads	$ 7,776.69
2-1200-431-00-123-025-0-334	Pct3 Rdwy Sys Study-Arch & Eng Srv	$ 2,038.63
2-1200-431-00-123-080-0-731	Pct3 M4N (Tomgill-FM2221)-Roads	$ 2,682.72
2-1200-431-00-123-093-0-731	Pct3 Silver Spur (S Exp 83-Bus 83 N)-Rd	$ 2,453.00
2-1200-431-00-123-098-0-841	Pct3-Palmhurst (N Glasscock & 2 1/2)-Aid to Gov	$ 2,361.50
2-1200-431-00-123-397-0-733	Pct3-La Suena Subd-Drainage Ditches	$ 7,846.23
	TOTAL BUDGET INCREASE (DECREASE)	**152,541.83**

REASON:

Appropriation of funds to cover P.O. rollovers.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-30977 **20. A. 4.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: Martha L. Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Approval to accept rebate checks from Comdata Product Services (Fuel Purchases) in the amount of $2,618.55.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:**

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

BUDGETARY IMPACT:

2-1100-360-00-000-000-0-000- GEN MISCELLANEOUS REVENUE

Attachments

rebate rec

rebate rec 2

rect 3

rebate checks

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/14/2012 03:42 PM
Budget & Management	Merlen P. Munoz	02/14/2012 04:17 PM
Rosalinda Cantu	Rosie Cantu	02/16/2012 02:01 PM
Auditor's Office	Arcilia Duran	02/22/2012 01:55 PM

Form Started By: Nielda Cavazos Started On: 02/08/2012 07:49 AM

Final Approval Date: 02/22/2012

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 153327

Received From: COMDATA HIDALGO CO. DEPARTMENTS Date 02/08/12

1	1560564	2011 QTRS. 1,3,4 RESTITUTION CENTER	2-1297-115-00-000-000-0-000	26.01
2	1560561	2011 QTRS. 3,4 ADULT BOOT CAMP	2-1297-115-00-000-000-0-000	41.52
3	1560560	2011 QTRS. 3,4 JUVENILE BOOT CAMP	2-1295-115-00-000-000-0-000	41.13
4	1560554	2011 QTRS.1,2 3,4 COUNTYCLERK	2-1100-115-00-000-000-0-000	25.78
5	1560994	2011 QTRS.1,2 3 ADULT BOOT CAMP	2-1297-115-00-000-000-0-000	34.09
6	1560440	2011 QTRS.3,4 DA'S	2-1222-115-00-000-000-0-000	42.42
7	1560567	2011 QTRS.2,3,4 CSCD ADULT PROB	2-1297-115-00-000-000-0-000	57.27
8	1560998	2011 QTRS.1,2,3 PCT.2 SHOP	2-1200-115-00-000-000-0-000	35.18
9	1560576	2011 QTRS.3,4 PCT.5 CONSTABLE	2-1100-115-00-000-000-0-000	62.43
10	1560578	2011 QTRS.2,3,4 DEPT BUDGET MNGMNT	2-1100-115-00-000-000-0-000	61.84
11	1560558	2011 QTRS.1,3,4 EMERGENCY SRVS	2-1100-115-00-000-000-0-000	56.10

Total: **483.77**

Check Total	483.77
Cash Total	.00
Credit Total	.00
Other Total	.00

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 153335

Received From: COMDATA HIDALGO CO. DEPARTMENTS Date 02/08/12

1	1560604	2011 DEC QTR.4	SHERIFF'S DEPT.	2-1100-115-00-000-000-0-000	111.28
2	1560565	2011 DEC QTR.4	WIC DEPT.	2-1292-115-00-000-000-0-000	39.01
3	1560563	2011 DEC QTR.4	HEALTH & HUMAN SRVS	2-1100-115-00-000-000-0-000	154.36
4	1560562	2011 DEC QTR.4	PLANNING DEPT.	2-1100-115-00-000-000-0-000	37.51
5	1560556	2011 DEC QTR.4	EMERGENCY FIRE DIV	2-1100-115-00-000-000-0-000	70.12
6	1560555	2011 DEC QTR.4	DBM SAFETY DIVISION	2-1100-115-00-000-000-0-000	42.59
7	1560478	2011 DEC QTR.4	CONSTABLE PCT 5	2-1100-115-00-000-000-0-000	171.58
8	1560477	2011 DEC QTR.4	CONSTABLE PCT 1	2-1100-115-00-000-000-0-000	39.36
9	1560570	2011 DEC QTR.4	HCHTF (HIDTA)	2-1291-412-00-270-003-0-626	71.81
10	1560569	2011 DEC QTR.4	PCT.4 COMMISS	2-1200-115-00-000-000-0-000	110.23
11	1560566	2011 DEC QTR.4	CONSTABLE PCT 2	2-1100-115-00-000-000-0-000	51.25

Total: 899.10

Check Total	899.10
Cash Total	.00
Credit Total	.00
Other Total	.00

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 153331

Received From: COMDATA HIDALGO CO. DEPARTMENTS Date 02/08/12

1	1561010	2011 JUNE QTR.2 SHERIFF'S DEPT.	2-1100-115-00-000-000-0-000	146.68
2	1560993	2011 JUNE QTR.2 JUVENILE BOOT CAMP	2-1295-115-00-000-000-0-000	26.50
3	1560991	2011 JUNE QTR.2 DBM SAFETY DIV.	2-1100-115-00-000-000-0-000	50.94
4	1560981	2011 JUNE QTR.2 CONSTABLE PCT.3	2-1100-115-00-000-000-0-000	229.22
5	1560979	2011 JUNE QTR.2 DA'S	2-1222-115-00-000-000-0-000	30.48
6	1560997	2011 JUNE QTR.2 HLTH & HUMAN SRVS	2-1100-115-00-000-000-0-000	203.37
7	1560996	2011 JUNE QTR.2 PLANNING DEPT.	2-1100-115-00-000-000-0-000	66.71
8	1560995	2011 JUNE QTR.2 RIGHT-OF-WAY	2-1200-115-00-000-000-0-000	61.41
9	1561003	2011 JUNE QTR.2 PCT 4 COMMISS	2-1200-115-00-000-000-0-000	141.32
10	1561001	2011 JUNE QTR.2 CONSTABLE PCT 2	2-1100-115-00-000-000-0-000	70.00
11	1561000	2011 JUNE QTR.2 WIC DEPT.	2-1292-115-00-000-000-0-000	47.28
12	1560999	2011 JUNE QTR.2 RESTITUTION CENTER	2-1297-115-00-000-000-0-000	34.86
13	1561007	2011 JUNE QTR.2 CONSTABLE PCT 5	2-1100-115-00-000-000-0-000	40.67
14	1561004	2011 JUNE QTR.2 HIDTA	2-1291-412-00-270-003-0-626	86.24

Total: 1,235.68

Check Total	1,235.68
Cash Total	.00
Credit Total	.00
Other Total	.00

XY862 **HIDALGO EMERGENCY SERVICES** CHECK NBR 1560558 DATE 01/31/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT DEC11	TX 4TH QTR 2011	01/30/12		21.90	0.00	21.90
CREDIT MAR11	TX 1ST QTR 2011	01/30/12		14.56	0.00	14.56
CREDIT SEP11	TX 3RD QTR 2011	01/30/12		19.64	0.00	19.64
			TOTAL	56.10	0.00	56.10

RECEIVED
FEB 07 2012
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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

No. 1560558

PAY DATE 01/31/12 1560558

AMOUNT
$ ********56.10
DOLLARS

FIFTY-SIX AND 10/100

TO THE ORDER OF
HIDALGO EMERGENCY SERVICES
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID

⑈0001560558⑈ ⑆091215927⑆ 152100004224⑈

XY961 **HIDALGO COUNTY SHERIFF DEPT** CHECK NBR 1561010 DATE 02/01/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN11	TX 2ND QTR 2011	01/30/12		146.68	0.00	146.68
			TOTAL	146.68	0.00	146.68

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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

No. 1561010

AMOUNT
$ ********146.68
DOLLARS

PAY DATE 02/01/12 1561010

ONE HUNDRED FORTY-SIX AND 68/100

TO THE ORDER OF
HIDALGO COUNTY SHERIFF DEPT
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID VOID VOID

⑈000156 1010⑈ ⑆091215927⑆ 152100004224⑈

XY907 HIDALGO DBM CHECK NBR 1560578 DATE 01/31/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT DEC11	TX 4TH QTR 2011	01/30/12		26.14	0.00	26.14
CREDIT JUN11	TX 2ND QTR 2011	01/30/12		16.28	0.00	16.28
CREDIT SEP11	TX 3RD QTR 2011	01/30/12		19.42	0.00	19.42
			TOTAL	61.84	0.00	61.84

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COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
76-1592/912

No. 1560578

AMOUNT
$ *********61.84
DOLLARS

PAY DATE 01/31/12 1560578

SIXTY-ONE AND 84/100

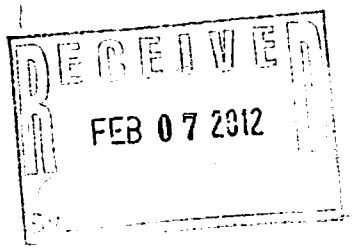
TO THE ORDER OF
HIDALGO DBM
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID

⑈0001560578⑈ ⑆091215927⑆ 152100004224⑈

XY901 **HIDALGO PRECINCT #5** CHECK NBR 1560576 DATE 01/31/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT DEC11	TX 4TH QTR 2011	01/30/12		29.48	0.00	29.48
CREDIT SEP11	TX 3RD QTR 2011	01/30/12		32.95	0.00	32.95
			TOTAL	62.43	0.00	62.43



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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

usbank.
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

No. 1560576

AMOUNT
$ ********62.43
DOLLARS

PAY DATE 01/31/12 1560576

SIXTY-TWO AND 43/100

TO THE ORDER OF
HIDALGO PRECINCT #5
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID

⑈0001560576⑈ ⑆091215927⑆ 152100004224⑈

XY886 HIDALGO HCHTF CHECK NBR 1561004 DATE 02/01/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN11	TX 2ND QTR 2011	01/30/12		86.24	0.00	86.24
			TOTAL	86.24	0.00	86.24

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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

No. 1561004

AMOUNT
$ ********86.24
DOLLARS

PAY DATE 02/01/12 1561004

EIGHTY-SIX AND 24/100

TO THE ORDER OF
HIDALGO HCHTF
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

Robert E. Salinas

⑈000156100⑈ ⑆091215927⑆ 152100004224⑈

XY901 **HIDALGO PRECINCT #5** CHECK NBR 1561007 DATE 02/01/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN11	TX 2ND QTR 2011	01/30/12		40.67	0.00	40.67
			TOTAL	40.67	0.00	40.67

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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

No. 1561007

AMOUNT
$ ********40.67
DOLLARS

PAY DATE 02/01/12 1561007

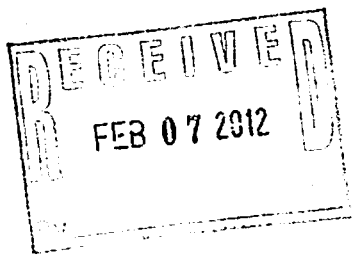
FORTY AND 67/100

TO THE ORDER OF
HIDALGO PRECINCT #5
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈000156100 7⑈ ⑆091215927⑆ 152100004224⑈

XY871 **HIDALGO RESTITUTION CENTER** CHECK NBR 1560999 DATE 02/01/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN11	TX 2ND QTR 2011	01/30/12		34.86	0.00	34.86
			TOTAL	34.86	0.00	34.86



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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

No. 1560999

AMOUNT
$ ********34.86
DOLLARS

PAY DATE 02/01/12 1560999

THIRTY-FOUR AND 86/100

TO THE ORDER OF
HIDALGO RESTITUTION CENTER
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID

⑈0001560999⑈ ⑆091215927⑆ 152100004224⑈

XY873 HIDALGO WIC

CHECK NBR 1561000 DATE 02/01/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN11	TX 2ND QTR 2011	01/30/12		47.28	0.00	47.28
			TOTAL	47.28	0.00	47.28

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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

No. 1561000

AMOUNT
$ ********47.28
DOLLARS

PAY DATE 02/01/12 1561000

FORTY-SEVEN AND 28/100

TO THE ORDER OF
HIDALGO WIC
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID VOID VOID

⑈000156 1000⑈ ⑆091215927⑆ 152100004224⑈

XY875 **HIDALGO CONSTIBLE PRECINCT 2** CHECK NBR 1561001 DATE 02/01/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN11	TX 2ND QTR 2011	01/30/12		70.00	0.00	70.00
			TOTAL	70.00	0.00	70.00

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COMDATA
A Cendian Company
6801 Maryland Way
Brentwood, TN 37027

No. 1561001

US bank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1692/912

AMOUNT
$ ********70.00
DOLLARS

PAY DATE 02/01/12 1561001

SEVENTY AND 00/100

TO THE ORDER OF
HIDALGO CONSTIBLE PRECINCT 2
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78589

Robert E. Salinas

⑈000156100⑈ ⑆091215927⑆ 152100004224⑈

XY884 HIDALGO PRECINCT #4

CHECK NBR 1561003 DATE 02/01/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN11	TX 2ND QTR 2011	01/30/12		141.32	0.00	141.32
			TOTAL	141.32	0.00	141.32

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COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

No. 1561003

AMOUNT
$ ********141.32
DOLLARS

PAY DATE 02/01/12 1561003

ONE HUNDRED FORTY-ONE AND 32/100

TO THE ORDER OF HIDALGO PRECINCT #4
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID

⑈000156100 3⑈ ⑆091215927⑆ 152100004224⑈

XY867 HIDALGO RIGHT OF WAY

CHECK NBR 1560995 DATE 02/01/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN11	TX 2ND QTR 2011	01/30/12		61.41	0.00	61.41
			TOTAL	61.41	0.00	61.41

RECEIVED
FEB 07 2012

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COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-873-3555
75-1692/912

No. 1560995

AMOUNT
$ ********61.41
DOLLARS

PAY DATE 02/01/12 1560995

SIXTY-ONE AND 41/100

TO THE ORDER OF
HIDALGO RIGHT OF WAY
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID VOID

⑈0001560995⑈ ⑆091215927⑆ 152100004224⑈

XY870 HIDALGO PRECINT #2 SHOP CHECK NBR 1560998 DATE 02/01/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN11	TX 2ND QTR 2011	01/30/12		10.35	0.00	10.35
CREDIT MAR11	TX 1ST QTR 2011	01/30/12		7.60	0.00	7.60
CREDIT SEP10	TX 3RD QTR 2010	01/30/12		17.23	0.00	17.23
			TOTAL	35.18	0.00	35.18

RECEIVED
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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

No. 1560998

AMOUNT
$ *********35.18
DOLLARS

PAY DATE 02/01/12 1560998

THIRTY-FIVE AND 18/100

TO THE ORDER OF
HIDALGO PRECINT #2 SHOP
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID VOID

⑈0001560998⑈ ⑆091215927⑆ 152100004224⑈

XY868 HIDALGO PLANNING DEPT CHECK NBR 1560996 DATE 02/01/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN11	TX 2ND QTR 2011	01/30/12		66.71	0.00	66.71
			TOTAL	66.71	0.00	66.71

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COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

No. 1560996

AMOUNT
$ ********66.71
DOLLARS

PAY DATE 02/01/12 1560996

SIXTY-SIX AND 71/100

TO THE ORDER OF
HIDALGO PLANNING DEPT
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID

⑈0001560996⑈ ⑆091215927⑆ 152100004224⑈

XY869 HIDALGO HEALTH AND HUMAN SERVI CHECK NBR 1560997 DATE 02/01/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN11	TX 2ND QTR 2011	01/30/12		203.37	0.00	203.37
			TOTAL	203.37	0.00	203.37

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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1560997

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********203.37
DOLLARS

PAY DATE 02/01/12 1560997

TWO HUNDRED THREE AND 37/100----------

TO THE ORDER OF HIDALGO HEALTH AND HUMAN SERVI
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID

⑈0001560997⑈ ⑆091215927⑆ 152100004224⑈

XY875 **HIDALGO CONSTIBLE PRECINCT 2** CHECK NBR 1560566 DATE 01/31/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT DEC11	TX 4TH QTR 2011	01/30/12		51.25	0.00	51.25
			TOTAL	51.25	0.00	51.25

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FEB 07 2012

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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

No. 1560566

AMOUNT
$ ******51.25
DOLLARS

PAY DATE 01/31/12 1560566

FIFTY-ONE AND 25/100

TO THE ORDER OF
HIDALGO CONSTIBLE PRECINCT 2
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78589

VOID VOID VOID

⑈0001560566⑈ ⑆091215927⑆ 152100004224⑈

XY876 HIDALGO CTY CSCD CHECK NBR 1560567 DATE 01/31/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT DEC11	TX 4TH QTR 2011	01/30/12		19.91	0.00	19.91
CREDIT JUN11	TX 2ND QTR 2011	01/30/12		18.77	0.00	18.77
CREDIT SEP11	TX 3RD QTR 2011	01/30/12		18.59	0.00	18.59
			TOTAL	57.27	0.00	57.27

RECEIVED
FEB 07 2012
BY

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

No. 1560567

AMOUNT
$ *********57.27
DOLLARS

PAY DATE 01/31/12

1560567

FIFTY-SEVEN AND 27/100

TO THE ORDER OF
HIDALGO CTY CSCD
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID

⑈0001560567⑈ ⑆091215927⑆ 152100004224⑈

XY884 HIDALGO PRECINCT #4 CHECK NBR 1560569 DATE 01/31/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT DEC11	TX 4TH QTR 2011	01/30/12		110.23	0.00	110.23
			TOTAL	110.23	0.00	110.23

RECEIVED
FEB 07 2012
By

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

No. 1560569

AMOUNT
$ *******110.23
DOLLARS

PAY DATE 01/31/12 1560569

ONE HUNDRED TEN AND 23/100

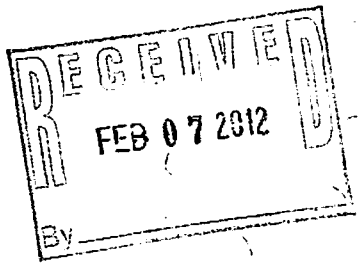
TO THE ORDER OF
HIDALGO PRECINCT #4
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈0001560569⑈ ⑆091215927⑆ 152100004224⑈

XY886 HIDALGO HCHTF

CHECK NBR 1560570 DATE 01/31/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT DEC11	TX 4TH QTR 2011	01/30/12		71.81	0.00	71.81
			TOTAL	71.81	0.00	71.81



THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT:

COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1560570

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ *********71.81
DOLLARS

PAY DATE 01/31/12 1560570

SEVENTY-ONE AND 81/100

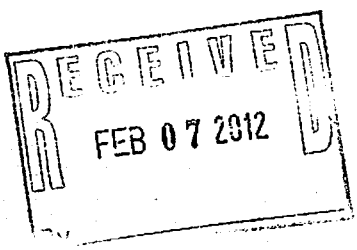
TO THE ORDER OF
HIDALGO HCHTF
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID

⑈0001560570⑈ ⑆091215927⑆ 152100004224⑈

XY689 **HIDALGO COUNTY CONSTABLE PCT 1** CHECK NBR 1560477 DATE 01/31/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT DEC11	TX 4TH QTR 2011	01/30/12		39.36	0.00	39.36
			TOTAL	39.36	0.00	39.36



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COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1560477

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********39.36
DOLLARS

PAY DATE 01/31/12 1560477

THIRTY-NINE AND 36/100

TO THE ORDER OF
HIDALGO COUNTY CONSTABLE PCT 1
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID

⑈0001560477⑈ ⑆091215927⑆ 152100004224⑈

XY691 HIDALGO COUNTY CONSTABLE PCT 3 CHECK NBR 1560478 DATE 01/31/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT DEC11	TX 4TH QTR 2011	01/30/12		171.58	0.00	171.58
			TOTAL	171.58	0.00	171.58

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COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1560478

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ******171.58
DOLLARS

PAY DATE 01/31/12 1560478

ONE HUNDRED SEVENTY-ONE AND 58/100

TO THE ORDER OF
HIDALGO COUNTY CONSTABLE PCT 3
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID

⑈000156047⑈ ⑆091215927⑆ 152100004224⑈

XY629 HIDALGO COUNTY DISTRICT ATTORN CHECK NBR 1560440 DATE 01/31/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT SEP11	TX 3RD QTR 2011	01/30/12		18.46	0.00	18.46
CREDIT DEC11	TX 4TH QTR 2011	01/30/12		23.96	0.00	23.96
			TOTAL	42.42	0.00	42.42

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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1560440

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********42.42

PAY DATE 01/31/12 1560440 DOLLARS

FORTY-TWO AND 42/100

TO THE ORDER OF HIDALGO COUNTY DISTRICT ATTORN
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID

⑈000156044O⑈ ⑆091215927⑆ 152100004224⑈

XY629 **HIDALGO COUNTY DISTRICT ATTORN** CHECK NBR 1560979 DATE 02/01/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN11	TX 2ND QTR 2011	01/30/12		30.48	0.00	30.48
			TOTAL	30.48	0.00	30.48

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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1560979

US bank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********30.48
DOLLARS

PAY DATE 02/01/12 1560979

THIRTY AND 48/100

TO THE ORDER OF
HIDALGO COUNTY DISTRICT ATTORN
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID VOID VOID

⑈0001560979⑈ ⑆091215927⑆ 152100004224⑈

XY691 HIDALGO COUNTY CONSTABLE PCT 3 CHECK NBR 1560981 DATE 02/01/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN11	TX 2ND QTR 2011	01/30/12		229.22	0.00	229.22
			TOTAL	229.22	0.00	229.22

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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1560981

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-873-3555
75-1592/912

AMOUNT
$ ********229.22
DOLLARS

PAY DATE 02/01/12 1560981

TWO HUNDRED TWENTY-NINE AND 22/100

TO THE ORDER OF
HIDALGO COUNTY CONSTABLE PCT 3
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID VOID VOID

⑈000156098⑈ ⑆091215927⑆ 152100004224⑈

XY857 HIDALGO DBM SAFETY DIV. CHECK NBR 1560991 DATE 02/01/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN11	TX 2ND QTR 2011	01/30/12		50.94	0.00	50.94
			TOTAL	50.94	0.00	50.94

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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1560991

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********50.94
DOLLARS

PAY DATE 02/01/12 1560991

FIFTY AND 94/100----------

TO THE ORDER OF
HIDALGO DBM SAFETY DIV
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID VOID VOID

⑈0001560991⑈ ⑆091215927⑆ 152100004224⑈

XY864 HIDALGO JUVENILE BOOT CAMP CHECK NBR 1560993 DATE 02/01/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN11	TX 2ND QTR 2011	01/30/12		26.50	0.00	26.50
			TOTAL	26.50	0.00	26.50

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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1560993

US bank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********26.50
DOLLARS

PAY DATE 02/01/12 1560993

TWENTY-SIX AND 50/100

TO THE ORDER OF
HIDALGO JUVENILE BOOT CAMP
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

Robert E. Salinas

⑈0001560993⑈ ⑆091215927⑆ 152100004224⑈

XY866 HIDALGO ADULT BOOT CAMP

CHECK NBR 1560994 DATE 02/01/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT JUN11	TX 2ND QTR 2011	01/30/12		13.07	0.00	13.07
CREDIT MAR11	TX 1ST QTR 2011	01/30/12		10.61	0.00	10.61
CREDIT SEP10	TX 3RD QTR 2010	01/30/12		10.41	0.00	10.41
			TOTAL	34.09	0.00	34.09

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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1560994

USbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1692/912

AMOUNT
$ ********34.09
DOLLARS

PAY DATE 02/01/12 1560994

THIRTY-FOUR AND 09/100

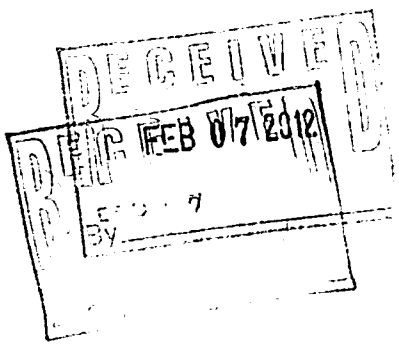
TO THE ORDER OF HIDALGO ADULT BOOT CAMP
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID VOID

⑈0001560994⑈ ⑆091215927⑆ 152100004224⑈

XY857 HIDALGO DBM SAFETY DIV. CHECK NBR 1560555 DATE 01/31/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT DEC11	TX 4TH QTR 2011	01/30/12		42.59	0.00	42.59
			TOTAL	42.59	0.00	42.59



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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

No. 1560555

AMOUNT
$ ********42.59
DOLLARS

PAY DATE 01/31/12 1560555

FORTY-TWO AND 59/100

TO THE ORDER OF
HIDALGO DBM SAFETY DIV.
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID

⑈0001560555⑈ ⑆091215927⑆ 152100004224⑈

XY856 HIDALGO CLERK'S OFFICE CHECK NBR 1560554 DATE 01/31/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT DEC11	TX 4TH QTR 2011	01/30/12		5.51	0.00	5.51
CREDIT JUN11	TX 2ND QTR 2011	01/30/12		6.98	0.00	6.98
CREDIT MAR11	TX 1ST QTR 2011	01/30/12		7.13	0.00	7.13
CREDIT SEP11	TX 3RD QTR 2011	01/30/12		6.16	0.00	6.16
			TOTAL	25.78	0.00	25.78

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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1560554

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ *********25.78
DOLLARS

PAY DATE 01/31/12 1560554

TWENTY-FIVE AND 78/100

TO THE ORDER OF
HIDALGO CLERK'S OFFICE
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID

⑈0001560554⑈ ⑆091215927⑆ 152100004224⑈

XY858 HIDALGO EMERGENCY FIRE DIV. CHECK NBR 1560556 DATE 01/31/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT DEC11	TX 4TH QTR 2011	01/30/12		70.12	0.00	70.12
			TOTAL	70.12	0.00	70.12

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COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1560556

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********70.12
DOLLARS

PAY DATE 01/31/12 1560556

SEVENTY AND 12/100

TO THE ORDER OF
HIDALGO EMERGENCY FIRE DIV.
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID

⑈0001560556⑈ ⑆091215927⑆ 152100004224⑈

XY866 HIDALGO ADULT BOOT CAMP CHECK NBR 1560561 DATE 01/31/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT DEC11	TX 4TH QTR 2011	01/30/12		22.33	0.00	22.33
CREDIT SEP11	TX 3RD QTR 2011	01/30/12		19.19	0.00	19.19
			TOTAL	41.52	0.00	41.52

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COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1560561

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
76-1592/912

AMOUNT
$ ********41.52
DOLLARS

PAY DATE 01/31/12 1560561

FORTY-ONE AND 52/100

TO THE ORDER OF HIDALGO ADULT BOOT CAMP
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

Robert E. Tyler

⑈0001560561⑈ ⑆091215927⑆ 152100004224⑈

XY864 HIDALGO JUVENILE BOOT CAMP CHECK NBR 1560560 DATE 01/31/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT SEP11	TX 3RD QTR 2011	01/30/12		18.54	0.00	18.54
CREDIT DEC11	TX 4TH QTR 2011	01/30/12		22.59	0.00	22.59
			TOTAL	41.13	0.00	41.13

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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1560560

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
76-1592/912

AMOUNT
$ ********41.13
DOLLARS

PAY DATE 01/31/12 1560560

FORTY-ONE AND 13/100

TO THE ORDER OF
HIDALGO JUVENILE BOOT CAMP
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID VOID VOID

⑈000156056⓪⑈ ⑆091215927⑆ 152100004224⑈

XY868 HIDALGO PLANNING DEPT CHECK NBR 1560562 DATE 01/31/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT DEC11	TX 4TH QTR 2011	01/30/12		37.51	0.00	37.51
			TOTAL	37.51	0.00	37.51

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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1560562

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
76-1592/912

AMOUNT
$ ********37.51
DOLLARS

PAY DATE 01/31/12 1560562

THIRTY-SEVEN AND 51/100

TO THE ORDER OF
HIDALGO PLANNING DEPT
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

⑈0001560562⑈ ⑆091215927⑆ 152100004224⑈

XY869 HIDALGO HEALTH AND HUMAN SERVI CHECK NBR 1560563 DATE 01/31/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT DEC11	TX 4TH QTR 2011	01/30/12		154.36	0.00	154.36
			TOTAL	154.36	0.00	154.36

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COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-873-3555
76-1592/912

No. 1560563

AMOUNT
$ ********154.36
DOLLARS

PAY DATE 01/31/12 1560563

ONE HUNDRED FIFTY-FOUR AND 36/100----------

TO THE ORDER OF
HIDALGO HEALTH AND HUMAN SERVI
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID

⑈0001560563⑈ ⑆091215927⑆ 152100004224⑈

XY873 HIDALGO WIC

CHECK NBR 1560565 DATE 01/31/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT DEC11	TX 4TH QTR 2011	01/30/12		39.01	0.00	39.01
			TOTAL	39.01	0.00	39.01

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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

USbank.
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

No. 1560565

AMOUNT
$ ********39.01
DOLLARS

PAY DATE 01/31/12 1560565

THIRTY-NINE AND 01/100

TO THE ORDER OF
HIDALGO WIC
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID VOID VOID

⑈000156056 5⑈ ⑆091215927⑆ 152100004224⑈

XY871 HIDALGO RESTITUTION CENTER

CHECK NBR 1560564 DATE 01/31/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT DEC11	TX 4TH QTR 2011	01/30/12		6.44	0.00	6.44
CREDIT MAR11	TX 1ST QTR 2011	01/30/12		5.82	0.00	5.82
CREDIT SEP11	TX 3RD QTR 2011	01/30/12		13.75	0.00	13.75
			TOTAL	26.01	0.00	26.01

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COMDATA
A Ceridian Company
5301 Maryland Way
Brentwood, TN 37027

No. 1560564

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

AMOUNT
$ ********26.01
DOLLARS

PAY DATE 01/31/12 1560564

TWENTY-SIX AND 01/100

TO THE ORDER OF
HIDALGO RESTITUTION CENTER
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID

⑈0001560564⑈ ⑆091215927⑆ 152100004224⑈

XY961 HIDALGO COUNTY SHERIFF DEPT CHECK NBR 1560604 DATE 01/31/12

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT
CREDIT DEC11	TX 4TH QTR 2011	01/30/12		111.28	0.00	111.28
			TOTAL	111.28	0.00	111.28

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COMDATA
A Cendian Company
5301 Maryland Way
Brentwood, TN 37027

usbank
East Grand Forks, Minnesota 56721
24-Hour Banking 1-800-673-3555
75-1592/912

No. 1560604

AMOUNT
$ ********111.28
DOLLARS

PAY DATE 01/31/12 1560604

ONE HUNDRED ELEVEN AND 28/100

TO THE ORDER OF
HIDALGO COUNTY SHERIFF DEPT
HIDALGO COUNTY
2812 SOUTH BUSINESS HWY 281
EDINBURG TX 78539

VOID

⑈0001560604⑈ ⑆091215927⑆ 152100004224⑈

AI-31187 **20. A. 5.**

CC REGULAR

Meeting Date: 02/28/2012

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of the (final form of agreement-approved by legal) AIA Forms of Agreement between Hidalgo County and DANNENBAUM ENGINEERING COMPANY (approved by CC under AI#29030/10-11/11)in connection with the provision of architectural services for: "Building Repairs/Renovations, Additions and/or Alterations to the HIDALGO COUNTY RESTITUTION CENTER located at 1124 "M" Road Project located in Precinct No. 4" in connection to contract #C-11-097-05-10;

b. Requesting authorization/approval to solicit/request proposals from awarded Job Order Contractors (through County's membership and participation in various cooperative purchasing programs/association, etc.) for "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" Project #12-078-OGG from:

1. Herrera & Hunt, Inc., Alpha Building Corporation and CAS Companies so as to determine the best value under TX . Local Government Code 271.113; OR, in the alternative;

2. Request authority to proceed with sealed procurement process through conventional construction method and approval to advertise same with plans and specifications drafted through contracted engineer, DANNENBAUM ENGINEERING COMPANY for both JOC proposal and sealed bid advertisement (whichever applicable).

BACKGROUND

AIA B101-2007 & AIA A101-2007 with DEC

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-419-40-220-047-0-452

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

BUDGETARY IMPACT:

Available Balance as of 02/24/12 - $121,914.00
Contract Amount $97,472.00

Attachments

FINAL APPRVD BY LEGAL-AIA AGREEMENT-DEC-(RESTITUTION CTR ON "M" ROAD)-PCT 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/24/2012 02:26 PM
Budget & Management	Merlen P. Munoz	02/24/2012 02:35 PM
Roland Garcia	Merlen P. Munoz	02/24/2012 02:57 PM

Auditor's Office Angela Garcia 02/24/2012 03:38 PM

Form Started By: Letty Saenz Started On: 02/23/2012 09:01 AM

Final Approval Date: 02/24/2012

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/

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User Notes: (1148415089)

TABLE OF ARTICLES

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3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined at a later date by mutual agreement

.2 Substantial Completion date:

To be determined at a later date by mutual agreement

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate adjustments in schedule, compensation and Changes in 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. The purpose of the Architect's services shall include, but not be limited to, projects involving remodeling, alterations and repairs.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 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	**DELETED.**
§ 3.1.7.4	**DELETED.**
§ 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 authority shall give rise to a duty or

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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 review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction

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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	Not Included	N/A
§ 4.1.8	Landscape design	Architect	4.2
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Included	N/A
§ 4.1.10	Value Analysis (B204™–2007)	Not Included	N/A
§ 4.1.11	Detailed cost estimating	Architect	4.2
§ 4.1.12	On-site project representation	Architect	4.2
§ 4.1.13	Conformed construction documents	Not Included	N/A
§ 4.1.14	As-Designed Record drawings	Architect	4.2
§ 4.1.15	As-Constructed Record drawings	Architect	4.2

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§ 4.1.16	Post occupancy evaluation	Not Included	N/A
§ 4.1.17	Facility Support Services (B210™–2007)	Not Included	N/A
§ 4.1.18	Tenant-related services	Not Included	N/A
§ 4.1.19	Coordination of Owner's consultants	Not Included	N/A
§ 4.1.20	Telecommunications/data design	Not Included	N/A
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Included	N/A
§ 4.1.22	Commissioning (B211™–2007)	Not Included	N/A
§ 4.1.23	Extensive environmentally responsible design	Not Included	N/A
§ 4.1.24	LEED® Certification (B214™–2007)	Not Included	N/A
§ 4.1.25	Fast-track design services	Not Included	N/A
§ 4.1.26	Historic Preservation (B205™–2007)	Not Included	N/A
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Included	N/A

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations; as defined in Section 1.1.7 of the AIA A201 – 2007 as modified by Owner attached hereto as Exhibit "B "and incorporated herein for all purposes;

.4 Preparing digital data for transmission to the Owner's consultants and contractors or to other Owner authorized recipients;

.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.7 Preparation for, and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding, except: (1) where the Architect is a party thereto and/or (2) special meetings of the Commissioners Court in which the subject Project is a topic of discussion.

.8 Consultation concerning replacement of Work resulting from fire or other cause during construction;

§ 4.3.2

(Paragraphs deleted)

DELETED.

§ 4.3.3

(Paragraphs deleted)

DELETED.

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§ 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 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.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect the Architect's obligations hereunder, nor shall such failure relieve the Architect from any liability for failure to discover and correct any such fault, defect, error, omission or inconsistency.

§ 5.10 Except as otherwise provided in this Agreement, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

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§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot 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.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect of this Project. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and the Architect may not use the drawings and specifications therefore for any purpose not related to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the Work or any earlier termination of this Agreement, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one complete set of reproducible record prints. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including, but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection 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.

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§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, if agreed to by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. However, nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters in questions between the parties.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)
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

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consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 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.

§ 10.8 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 aggregate amount of Ninety Seven Thousand Four Hundred Seventy Two Dollars ($ 97,472.00), which includes One Thousand Twenty Five Dollars ($1,025.00) of direct costs for TAS Review, Filing and Inspection.

§ 11.2 For additional services specified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation will be based on the 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	%)

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Construction Phase/Contract Admin.	Eighteen	percent (	18	%)
Project Close-Out/Warranty Phase	Two	percent (	2	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit "D"

Employee or Category	Rate

§ 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** **DELETED.**
- **.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 the expenses incurred. (See Exhibit "D")

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If, the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice to the Commissioners' Court of the Owner.

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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.

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	
(Row deleted)	
By:	
(Signature)	*(Signature)*
Stephen L. Crain	Arturo Guajardo Jr., County Clerk
(Printed name and title)	*(Printed name and title)*

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

For the following PROJECT:
(Name and location or address)
Building Repairs/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

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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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 an Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attention 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, and legal limitations 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 to 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 already

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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

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stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge System (NPDS) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to 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

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the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 DELETED.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as 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 furnish

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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

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Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising our of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that they may be legal defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to Contractor. Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction 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 Contractor, Subcontractors,

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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 portion of the

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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

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application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- **.1** Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- **.2** Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- **.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- **.5** Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 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

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extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an office of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and 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.

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§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the 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

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may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion within the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor. .

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 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.

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§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (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.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project, as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 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

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by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 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

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adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 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.

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§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in 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.

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§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	Minimum Amounts and Limits
Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

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§11.1.5.6 Umbrella Excess Liability Insurance

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article 11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises."

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 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

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not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an 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,

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contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner=s representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

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§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract

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Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or

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otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner=s personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of zero percent (0%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other

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persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

(Paragraphs deleted)

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents. .

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to

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payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims

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by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

(Paragraph deleted)

Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subparagraph 3.1.1 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

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§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

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HIDALGO COUNTY
ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE
AIA DOCUMENT B 101 – 2007

Standard Form of Agreement between Owner and Architect

ARTICLE 14

14.1 Requests for Payment. On of before noon of the first Monday of each month during the performance of the services, Architect shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Services rendered, a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the Owner's governing body meets approving such payment, the Owner shall make payment to Architect in the amount approved as aforesaid subject to Section 3.3, below.

14.2 Final Payment. After final completion of the work and acceptance thereof by Owner, Architect shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Architect and upon approval thereof by Owner, Owner shall pay to Architect the amount due ("Final Payment") under such Final Request in accordance with the provisions of 3.1.

The Final Request for Payment shall not be made until Architect delivers to Owner an affidavit that so far as Architect has knowledge or information all materials and services over which Architect has control have been paid.

14.3 Qualifications on Obligations to Pay. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 14 hereof or Final Payment) to Architect hereunder if any one or more of the following conditions precedent exist:

(1) Architect is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;

(2) Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;

(3) Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has made payment to Architect;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Services.

14.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Services to which such partial payment relates or relieves Architect of any of its obligations hereunder with respect thereto.

14.5 Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

14.6 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the Owner except those arising from (1) faulty or defective Services appearing after completion of the Work, (2) failure of the Services to comply with the requirements of this Agreement or the Contract documents or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Architect except those previously made in writing and identified by the Architect as unsettled at the time of the Final Request for Payment.

14.7 In the event of a conflict between the provisions of this Article 14, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 14 shall control.

ARTICLE 15 – OTHER CONDITIONS OR SERVICES

15.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's experience and abilities with respect to performing the Services. The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Architect covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with the Owner's requirements and procedures, in accordance with the American Institute of Architects' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Architect shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. Architect represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

15.2 The Architect represents, covenants and agrees that all of the Services to be furnished by the Architect under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among architects of similar experience, knowledge, skill and ability engaged in architectural practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

15.3 The Architect represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Architect envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Architect having such special skills could anticipate may arise from the proper use of the Project after accepted by the Owner; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by the Owner; and, it recognizes that any management, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

15.4 Architect represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. Architect additionally represents, covenants and agrees to the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the Drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of Architect's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and the construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use. The Architect's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Drawings and Specifications nor shall the Architect be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Architect's skill and knowledge in preparing the Drawings and Specifications. Notwithstanding the immediately preceding sentence, Architect may rely on any documents or information forwarded by Owner pursuant to Article 2 hereof.

15.5 The Architect represents, covenants and agrees that the person directly in charge of the professional architectural work is duly registered under Tex. Rev. Civ. Stat. Ann., art. 249(a), as amended.

15.6 Indemnification. To the fullest extent permitted by applicable law, the Architect and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners Court, elected officials, employees and agents (collectively "Indemnitees")

from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of the Services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Architect shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

15.7 Joint and Several Liability. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 4.6 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which Owner or any of the Indemnitees has by law.

15.8 Notwithstanding any provisions herein to the contrary, it is agreed that if the Architect's final written estimate of construction cost is less than the low bona fide bid for construction and such low bid is not accepted by the Owner, the Architect, at his expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to Owner.

15.9 The Owner agrees to give the Architect the latitude to make the required changes to plans and specifications to achieve the required reduction in construction cost; however, the Architect shall consult with the Owner on all necessary changes.

15.10 Architect covenants with Owner to obtain separate bids and/or contracts for the following phases of the construction of the Project:

.1 General Construction;

15.11 The final written estimate of construction cost will be reviewed and approved by the governing body of Owner prior to authorizing the Architect to issue plans and specifications for bidding.

15.12 Architect agrees to maintain a General and Professional Liability Insurance Policy to cover the liability of Architect connected with the performance of the services or any service covered by this Agreement in an amount equal to or exceeding the value of the Project, unless specifically agreed to by the Owner in a separate written agreement. Any such policy must either be for any occurrence as a result of that performance or, if limited to claims made, include at least a five (5) year extended reporting period. Architect agrees

to furnish Owner Certificates of Insurance showing the said Policy to be fully paid, in full force and effect, and not subject to modification or change for the period specified in this Agreement.

15.13 Time Extensions for Unusually Severe Weather. This provision specifies the procedures for the determination of time extensions for unusually severe weather. The listing below defines the monthly anticipated adverse weather for the Contract period and is based on National Oceanic and Atmospheric Administration data for the geographical location of the Project:

Monthly Anticipated Adverse Weather Calendar Days												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2	2	1	2	3	4	3	3	5	3	2	2	32

(1) **Determination.** The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgment of the notice to proceed and continuing throughout the Contract on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated adverse weather tabulated above. The term actual adverse weather days shall include days impacted by actual adverse weather days.

(2) The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated above have been incurred, the Owner will examine any subsequently occurring adverse weather days to determine whether the Contractor is entitled to a time extension. These subsequently occurring adverse weather days must prevent work for 50 percent or more of the Contractor's work day and delay work critical to the timely completion of the Project. The Owner will convert any delays to meeting the above requirements to calendar days and issue a Change Order in accordance with theses Standard General Conditions

(3) The Contractor's schedule must reflect the above anticipated adverse weather delays on all weather dependent activities.

15.14 In the event of a conflict between the provisions of this Article 15, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 15 shall control.

OP ID: CM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/11

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 Restitution Center Located at 1124 M Road, Edinburg, Texas
Within Hidalgo County Precinct No. 4
DEC Project No. 4525-04

CERTIFICATE HOLDER

HIDALG4

Hidalgo County
3100 South Business Hwy 281
Suite 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

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.

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

December 16, 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 PREVIOUSLY PROPOSED BY DANNENBAUM ENGINEERING CO.	
Design Phase Services	**$ 83,604.75**
Construction Phase Services	**$ 27,868.25**
Subtotal (Arch./Eng Fees)	**$ 111,473.00**
Additional Services/Direct Costs **TAS Review, Filing, and Inspection**	**$ 1,025.00**
Subtotal (Additional Services Fees)	**$ 1,025.00**
GRAND TOTAL	**$ 112,498.00**

BEST and FINAL OFFER (BAFO) FOR PROPOSED COST ESTIMATE –BY DANNENBAUM ENGINEERING CO.	
Design Phase Services	**$ 72,335.25**
Construction Phase Services	**$ 24,111.75**
Subtotal (Arch./Eng Fees)	**$ 96,447.00**
Additional Services/Direct Costs **TAS Review, Filing, and Inspection**	**$ 1,025.00**
Subtotal (Additional Services Fees)	**$ 1,025.00**
GRAND TOTAL	**$ 97,472.00**

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.

NEW RESTITUTION CENTER

FEE BUDGET ESTIMATE

		PROPOSED		Revised Amount				
Description	Quantity	Unit Cost	Total Cost	Quantity	Unit Cost	Revised Cost	Added Quan	Added Cost
Renovation to East Section of Bldg.	9296 sq. ft.	$ 60.00	$ 557,760.00	9296 sq. ft.	$ 50.00	$ 464,800.00		
Eastside Addition	3674 sq. ft.	$ 100.00	$ 367,400.00	3584 sq. ft.	$ 100.00	$ 358,400.00	3546 sq. ft.	$ 354,600.00
Westside Addition adjacent to Constable Pct. #4	3000 sq. ft.	$ 100.00	$ 300,000.00	2560 sq. ft.	$ 100.00	$ 256,000.00		
10% Contingency for Constables Area Remodel	1 ea	$ 122,516.00	$ 122,516.00	1 ea	$ 50,000.00	$ 50,000.00		
New Parking Lot	1 ea	$ 69,500.00	$ 69,500.00	1 ea	DELETE	$ -		
Landscaping and Irrigation	1 ea	$ 75,000.00	$ 75,000.00	1 ea	DELETE	$ -		
			$ 1,492,176.00			**$ 1,129,200.00**		**$ 1,483,800.00**

0.065	$ 73,398.00	$ 96,447.00
0.07	$ 79,044.00	

TAS Review and Inspection	$ 1,025.00
Grand Total:	$ 97,472.00

AI-31051 **20. B. 1.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: Martha Salazar

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting recission of Agenda Item #30883 (both a & b-CC meeting of 2-07-12) as several revisions/modifications to the plans and specifications in connection to the "Turnkey Purchase and Installation of Solar Powered Lights for Precinct One-Phase II" were made so as to allow the acquisition of additional light equipment for installation; and

b. Acceptance of new proposal received from awarded vendor, Facility Solutions Group (FSG) in the amount of $424,948.16 through the County's participation/membership with Buy Board for the "Turnkey Purchase and Installation of Solar Powered Lights for Precinct One-Phase II" as modified plans and specifications were re-drafted by Mr. Raul Sesin, P.E., Hidalgo County Planning Department pursuant to the Precinct's request, in connection with the Energy Efficiency and Conservation Block Grant (EECBG) Functions/Activities with authority to process requisition when submited through Procurement Project #2012-065-MSS; and

c. Acceptance and approval to enter into interlocal Agreements with the Cities of La Villa, Edcouch, Elsa and Mercedes for the provision of services for the installation of solar lighting within each city as detailed on the plans/specifications of the Phase II project as referenced above for each city in connection with the Energy Efficiency and Conservation Block Grant (EECBG) Functions/Activities through Procurement Project #2012-065-MSS.

BACKGROUND

There is a deadline of March 19, 2012 to meet for encumbering a purchase order for said project in order to utilize said grant monies.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1287-431-00-121-084-3-739

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

BUDGETARY IMPACT:

Funding available as of 2/24/12 $323,878.24.

Additional funding will be transferred into this object code from within Fund 1287.

Attachments

Previously approved Agenda

CITY OF EDCOUCH

CITY OF ELSA

CITY OF LA VILLA

CITY OF MERCEDES

FSG New Proposal 02/13/12

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/23/2012 11:45 AM
Budget & Management	Merlen P. Munoz	02/23/2012 12:56 PM
Auditor's Office	Angela Garcia	02/24/2012 03:38 PM

Form Started By: Vangie Garcia Started On: 02/13/2012 04:01 PM

Final Approval Date: 02/24/2012

8. **AI-30567** Requesting approval to add the Hidalgo County Adult Community Supervision and Corrections Department to current contract for "Credit Card Payment System", C-11-142-11-29 effective upon approval from Commissioners' Court.

B. **Pct. 1**

1. **AI-30883** a. Acceptance of proposal received from awarded vendor, Facility Solutions Group in the amount of $326,883.20 through the County's participation/membership with Buy Board for the "Turnkey Purchase and Installation of Solar Powered Lights for Precinct No. 1-Phase II " as per plans and specifications drafted and developed by Mr. Raul Sesin, P.E., Hidalgo County Planning Department, in connection with the Energy Efficiency and Conservation Block Grant (EECBG) Functions/Activities with authority to process requisition when submitted through Procurement Project#2012-065-MSS; and
b. Acceptance and approval of an Interlocal Cooperation Agreement Project: "City Of Mercedes-provision of services for the installation of solar lighting" within the City through the current Interlocal Agreement (C-11-290-10-16-approved by CC on 10/18/11) in connection with the Energy Efficiency and Conservation Block Grant (EECBG) Functions/Activities Project at the following sites:

APPROVED
Commissioners' Court
February 07, 2012

1. FM 491
2. Mercedes City Park
3. Mercedes Collier Complex Park
4. Mercedes Water Park

C. **Pct. 2**

1. **AI-30800** Acceptance and approval of Construction Change Order No. 3 (increase) in the amount of $210.26 and additional (5) days time extension for proposed work with awarded contractor, Saenz Utility Contractors, LTD. ("El Dora Street & Drainage Improvement Project") reflecting items specified on change order description, with authority for County Judge or Court Member to execute document.

D. **Pct. 3**

1. **AI-30755** a. Acceptance and approval to execute a Professional Engineer contract/agreement for the provision of general engineering services for, "La Homa Project from SH 495 (Mile 1) to FM 1924 (Mile 3)" with L & G Consulting Engineers, Inc., as authorized & approved for negotiations by CC on 12/06/11.

b. Acceptance and approval of Work Authorization No. 1 (estimated cost of $983,000.00) for provision of engineering services required by Pct. #3 consisting of: "Right of Way Acquisition Services and Construction Management (including Inspection) for the La Homa Project (SH 364) from SH 495 (Mile 1) to FM 1924 (Mile 3)" with L&G Engineering under contract No. C-11-312-02-07.

AI-30883 **23. B. 1.**
CC REGULAR
Meeting Date: 02/07/2012
Submitted For: Martha Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance of proposal received from awarded vendor, Facility Solutions Group in the amount of $326,883.20 through the County's participation/membership with Buy Board for the "Turnkey Purchase and Installation of Solar Powered Lights for Precinct No. 1-Phase II " as per plans and specifications drafted and developed by Mr. Raul Sesin, P.E., Hidalgo County Planning Department, in connection with the Energy Efficiency and Conservation Block Grant (EECBG) Functions/Activities with authority to process requisition when submitted through Procurement Project#2012-065-MSS; and

b. Acceptance and approval of an Interlocal Cooperation Agreement Project: "City Of Mercedes-provision of services for the installation of solar lighting" within the City through the current Interlocal Agreement (C-11-290-10-16-approved by CC on 10/18/11) in connection with the Energy Efficiency and Conservation Block Grant (EECBG) Functions/Activities Project at the following sites:

1. FM 491
2. Mercedes City Park
3. Mercedes Collier Complex Park
4. Mercedes Water Park

BACKGROUND

Interlocal Cooperation Agreement-Project Document previously approved by legal as to form on January 25, 2012.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1287-431-00-121-084-3-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance in year 2011 is $503,663.88, pending year end grant carryovers.

Attachments

Interlocal Agreement-City Of Mercedes
Interlocal Agreement-Project Document
FSG Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/03/2012 11:33 AM
Budget & Management	Merlen P. Munoz	02/03/2012 11:38 AM
Ivan Cantu	Ivan Cantu	02/03/2012 11:49 AM
Auditor's Office	Arcilia Duran	02/09/2012 10:55 AM

Form Started By: Moises Salazar Started On: 02/01/2012

Final Approval Date: 02/09/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

This Agreement is made and entered into this 28th day of February, 2012, by and between the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as "County") and the City of Edcouch, Texas (hereinafter referred to as "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 was awarded a grant hereinafter referred to as "Recovery Act: County of Hidalgo, TX Energy Efficiency and Conservation Act" or the "Grant" identified as Award No. DE-EE0000912 and in the amount of THREE MILLION FIVE HUNDRED THRITY-NINE THOUSAND FIVE HUNDRED AND NO HUNDREDTHS DOLLARS ($3,539,500.00) from the U.S. Department of Energy ("DOE") through the Golden Field Office ("GFO"), of which certain funds are intended to be subcontracted to City for replacement of outdoor park lights (the "Project").

WHEREAS, the purpose of the Grant Project is to study the efficiency of the subject park lights and to determine the cost savings from the energy efficiency of said lights;

WHEREAS, the Grant allows County to use funds for certain activities while participating in this DOE approved project;

WHEREAS, the Grant requires County, as the grant recipient, to comply with certain terms and conditions more particularly described in **Exhibit "A"** attached hereto and titled "**Assistance Agreement and Special Terms and Conditions, Provision 2, Award Agreement Terms and Conditions**" dated March 31, 2010, and further requires any sub-recipient accepting funding from the Grant through a subcontract or agreement to also comply with certain provisions of the terms and conditions as stated in the attached **Exhibit "A"**;

WHEREAS, County and City desire to carry out DOE eligible activities as described in the Project Scope of Work: Plans and Specifications attached as **Exhibit "B"**;

WHEREAS, the County proposes to contract with City in order that the eligible activities described in **Exhibit "B"** can be carried out for the benefit of the residents of County and City;

WHEREAS, the property obtained with Grant funds (as described in the attached Exhibit "B") will be purchased by County of Hidalgo using the County's established and approved purchasing policies. The property will be subsequently distributed and installed for the participating City, which will be responsible for the security and maintenance of the property while in the possession of City;

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

SECTION I
RULES AND REGULATIONS

The City agrees to cooperate with the County in respect to the implementation of the Grant within its jurisdiction and as supported under Public Law 110-140, EISA 2007, Public Law 111-5, Department of Energy Recovery Act of 2009.

SECTION II
DEBARMENT/SUSPENSION CERTIFICATION

City certifies that City and its contractors/vendors associated with this Agreement 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 found at hhtp://www.epls.gov.

SECTION III
TERMS AND CONDITIONS AND STATEMENT OF WORK

City represents that it has read and understood the Assistance Agreement and accompanying terms and conditions between the County and the DOE attached hereto as **Exhibit "A"** and as a condition of participating in the Grant, City agrees to comply with all terms and conditions required of entities accepting funds through such agreement. County and City further agree to perform services as outlined in the attached **Exhibit "B"** for the replacement of certain light poles and ancillary lighting equipment as more specifically set forth in the attached **Exhibit "B"** and as delineated in the Grant Budget attached as **Exhibit "C".**

City agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from the replacement of light poles as set forth in **Exhibits "B" and "C".**

County shall not be liable for costs incurred or performances rendered by City before commencement of this Agreement or after termination of this Agreement.

SECTION IV
RECORDS AND REPORTS

City agrees to establish and maintain all necessary records and reports that may be necessary for reimbursement of Grant funds. County agrees to provide Grant reporting to the DOE and GFO as required under the Grant.

City understands that it is solely the City's responsibility to keep all records and reports pertaining to Grant activity within their municipality in a manner acceptable to County. Failure to maintain records and reports may result in forfeiture of the City's designated Grant funds.

SECTION V
MONITORING VISITS

City agrees to allow County to conduct on-site monitoring visits to assure compliance with applicable federal requirements, terms and conditions, and adequacy of timeliness of performance by City and those performance goals are being achieved, if applicable. City shall give DOE, GFO, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by City pertaining to this Agreement.

SECTION VI
AUDIT REQUIREMENTS

City and County agree to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

SECTION VII
SUSPENSION AND TERMINATION

City understands that this Agreement may be suspended or terminated if City materially fails to comply with the provisions of this Agreement or the provisions so listed in the attached Exhibits.

If City fails to fulfill in a timely and proper manner its obligations under this Agreement, or City violates any of the Agreements or stipulations of this Agreement, then the County shall provide City written notification such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. **Should any breach by the City of this Agreement relate to a violation of federal law or regulation that results in DOE or GFO demanding reimbursement from the County**

or the City or its successor, the County will terminate Agreement and seek reimbursement of all funds from City. City shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by City and County may withhold any payments to City for violations of state, local or federal regulations. Should the County become aware of any activity by City, which would jeopardize the County's position with DOE, GFO, or any other state or federal agency, or which would cause a payback of federal funds, than the County may take appropriate action including injunctive relief against City to prevent the transaction as aforesaid. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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 City.

SECTION VIII
ASSETS

City shall not purchase any asset unless so permitted by the County and such procurement shall be done in the form and manner so required by the County.

City shall not dispose of any asset improved or acquired in part or in whole with Grant funds during the Grant period or after expiration of the Grant period, without prior written approval of the County and County shall be reimbursed for the asset, if sold, in the full amount of the fair market value of the disposed asset. Upon such reimbursement to the County, the city shall become the owner of such asset purchased or acquired through the Grant funds and shall be responsible for the care, maintenance and repair of same. This reimbursement process shall also be applicable and in full force and effect for any asset which is no longer used for its intended Grant purpose by the City at any time during the Grant period or after expiration of the Grant period. Disposition of assets purchased with Grant funds shall comply with the requirements of 10 CFR 600.232.

City shall be responsible for the security and maintenance of any asset purchased with Grant funds while in the possession of City.

SECTION IX
LIABILITY FOR DISALLOWED COSTS

The City understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of City agreement funds. The City further understands and agrees that reimbursement to County of such disallowed costs shall be paid by the City from funds that were not provided or otherwise made available to City pursuant to this Agreement or any other federal contract.

SECTION X
INDEMNITY CLAUSE AND INSURANCE REQUIREMENT

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 programs, activities or events conducted pursuant to this Agreement.

City shall acquire, maintain and furnish to Count a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile 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.

SECTION XI
PROCUREMENT

The Parties agree to conform to their own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the Grant and/or this Agreement.

SECTION XII
CONFLICT OF INTEREST

City covenants that neither its elected officials, officers, employees, consultants, nor agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities funded by the Grant. City agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

City agrees that no person who is an elected official, officer, employee, consultant, or agent of the City's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in the attached Exhibit "A" during the Grant period or for a period of one (1) year thereafter.

City is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

SECTION XIII
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 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 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 are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction 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
P.O. Box 1356
Edinburg, TX 78539

If to City: City of Edcouch
P.O. Box 100
Edcouch, Texas 78538

Each notice, demand, request or communication which shall be delivered 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 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 County and City in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF EDCOUCH, TEXAS

_____

Mayor

ATTEST

_____

City Secretary

THE COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

Office of Criminal District Attorney, Hidalgo County, Texas

_____
By: Josephine Ramirez Solis
Assistant District Attorney – County Affairs

EXHIBIT "A"

ASSISTANCE AGREEMENT AND SPECIAL TERMS AND CONDITIONS,
PROVISION 2, AWARD AGREEMENT TERMS AND CONDITIONS

ASSISTANCE AGREEMENT

1. Award No.	2. Modification No.	3. Effective Date	4. CFDA No.
DE-EE0000912		03/31/2010	81.128

5. Awarded To	6. Sponsoring Office	7. Period of Performance
HIDALGO, COUNTY OF Attn: VALDE GUERRA 100 E CANO ST 2ND FL EDINBURG TX 785394582	Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401	03/31/2010 through 03/30/2013

8. Type of Agreement	9. Authority	10. Purchase Request or Funding Document No.
[X] Grant [ ] Cooperative Agreement [ ] Other	PL 110-140, EISA 2007 PL 111-5, Recovery Act 2009	10EE001113

11. Remittance Address	12. Total Amount	13. Funds Obligated
HIDALGO, COUNTY OF Attn: VALDE GUERRA 100 E CANO ST 2ND FL EDINBURG TX 785394582	Govt. Share: $3,539,500.00 Cost Share : $0.00 Total : $3,539,500.00	This action: $3,539,500.00 Total : $3,539,500.00

14. Principal Investigator	15. Program Manager	16. Administrator
Erika Reyna Phone: 956-318-2600	Todd G. Allen Phone: 720-356-1634	Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393

17. Submit Payment Requests To	18. Paying Office	19. Submit Reports To
	OR for Golden U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4517 Oak Ridge TN 37831	See Attachment 2

20. Accounting and Appropriation Data

EECBG

21. Research Title and/or Description of Project

RECOVERY ACT: COUNTY OF HIDALGO, TX ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT

For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer Signature on File	
23. Name and Title	24. Date Signed	26. Name of Officer Sara J. Wilson	27. Date Signed 03/31/2010

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 103110834 In addition to this Assistance Agreement, this award consists of the items listed in the Special Terms and Conditions, Provision 2, Award Agreement Terms and Conditions. In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the project through the end of the current Budget Period, shown as 03/31/2010 through 03/30/2013. Please note that Blocks 12 and 13 of this Assistance Agreement indicate the Total Obligated Amount of this project, which is the Recipient's total allocation. The full allocation has been made available in ASAP; however, the restrictions outlined in Provision Number 15, National Environmental Policy Act (NEPA) Requirements; Provision Number 19, Subgrants and Loans; and Provision Number 20, Justification of Budget Costs in the Special Terms and Conditions, limit the amount that can be drawn down in ASAP. Funding drawdowns shall be made strictly in accordance with the Payment Procedures provision. Funds may NOT be drawn down to support activities or cost items that are conditioned without previously satisfying the requirements outlined in these provisions. DOE Award Administrator: Michelle Maher E-mail: michelle.maher@go.doe.gov Phone: 303-275-4826 DOE Project Officer: Todd Allen E-mail: todd.allen@go.doe.gov Phone: 720-356-1634 Recipient Business Officer: Erika Reyna E-mail: erika.reyna@hidalgocountyjudge.com Phone: 956-318-2600 Recipient Principal Investigator: Erika Reyna E-mail: erika.reyna@hidalgocountyjudge.com Phone: 956-318-2600 Electronic signature or signatures as used in this document means a method of signing an electronic message that-- Continued ... (A) Identifies and authenticates a particular				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0000912	3	3

NAME OF OFFEROR OR CONTRACTOR

HIDALGO, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents. ASAP: Yes Extent Competed: NOT AVAIL FOR COMP Davis-Bacon Act: YES Fund: 05796 Appr Year: 2009 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1005115 Project: 2004350 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331				

SPECIAL TERMS AND CONDITIONS

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1. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

2. AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Assistance Agreement, plus the following:

a. Special Terms and Conditions.
b. Attachments:

Attachment Number	Title
1.	Statement of Project Objectives
2.	Federal Assistance Reporting Checklist and Instructions
3.	Budget Pages (SF 424A)

c. DOE Assistance Regulations, 10 CFR Part 600 at http://ecfr.gpoaccess.gov.
d. Application/proposal as approved by DOE.
e. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm.

3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by the Department of Energy, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of the award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

4. PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.

b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disperse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.

d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

e. Agency approval of payments. Based on review of your current A-133 Audit Report results, DOE may require Agency pre-approval of payments. If the Agency approval requirement is in effect for your award, the ASAP system will indicate that Agency approval is required when you submit a request for advance payment. The DOE payment authorizing official may request additional information to justify the payment request, as deemed necessary.

5. CEILING ON ADMINISTRATIVE COSTS

a. Local government and Indian Tribe Recipients may not use more than 10 percent of amounts provided under this program, or $75,000, whichever is greater (EISA Sec 545 (b)(3)(A)), for administrative expenses, excluding the costs of meeting the reporting requirements under Title V, Subtitle E of EISA. These costs should be captured and summarized for each activity under the Projected Costs Within Budget: Administration.

b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored project, unless approved by the Contracting Officer.

6. LIMITATIONS ON USE OF FUNDS

a. By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, for gambling establishments, aquariums, zoos, golf courses or swimming pools.

b. Recipients may not use more than 50 percent of the amounts provided for the establishment of a loan loss reserve.

c. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or $250,000, whichever is greater (EISA Sec 545 (b)(3)(B)), for the establishment of revolving loan funds.

d. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or $250,000, whichever is greater (EISA Sec 545 (b)(3)(C)), for subgrants to nongovernmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government or Indian tribe.

7. INDIRECT COSTS AND FRINGE BENEFITS ARE NOT REIMBURSABLE

The budget for this award does not include indirect costs or fringe benefits. Therefore, these expenses shall not be charged to nor reimbursement requested for this project nor shall the indirect and fringe benefit costs from this project be allocated to any other federally sponsored project. In addition, indirect costs and fringe benefits shall not be counted as cost share unless approved by the Contracting Officer. This restriction does not apply to subawardees' indirect and fringe benefit costs.

8. USE OF PROGRAM INCOME

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and used to further eligible project objectives.

9. STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

10. SITE VISITS

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

11. REPORTING REQUIREMENTS

a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with

the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

b. Additional Recovery Act Reporting Requirements are found in the Provision below labeled: "REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT."

12. PUBLICATIONS

a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)]."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

13. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits, ensure the safety and structural integrity of any repair, replacement, construction and/or alteration, and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

14. LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of

Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

15. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project.

If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

You are prohibited from implementing energy efficiency improvements and renewable energy generation opportunities, including demolition, repair, replacement, installation, construction, disposal, or alteration activities until such time that you comply with the Waste Stream and Historic Preservation clauses.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

If you intend to make changes to the scope or objective of your project you are required to contact the DOE Project Officer identified in Block 15 of the Assistance Agreement before proceeding. You must receive notification of approval from the DOE Contracting Officer prior to commencing with work beyond that currently approved.

Activity 1 - DELETED (Sunset Park Efficient Light Project)

Activity 2 - Hidalgo County, Pct 2 Multipurpose Building Renewable Energy Component
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review.

Activity 3 - DELETED (Solar Power Retrofit of Multipurpose Facilities)

Activity 4 - Energy Efficiency and Conservation through the Installation of LED Lights
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review.

Activity 5 - Passenger Rail Study
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review. This categorical exclusion only applies to strategy development through studies, analyses, audits, fact or information gathering, and other similar report writing or administrative activities necessary to develop an energy efficiency and conservation strategy, and does not apply to any implementation activities.

Activity 6 - Hidalgo County Recycles
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review.

Activity 7 - Solar Powered Generators
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review.

Activity 8 - DELETED (Solar Power Retrofit of Administration Building)

Activity 9 - Hidalgo County Energy Efficiency and Conservation Strategy
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review. This categorical exclusion only applies to strategy development through studies, analyses, audits, fact or information gathering, and other similar report writing or administrative activities necessary to develop an energy efficiency and conservation strategy, and does not apply to any implementation activities.

Activity 10 – Solar Lights for the Colonias
This activity is bounded by the signed Statement of Work (SOW) for Expedited NEPA review. DOE has made a final NEPA determination for this activity, which is categorically excluded from further NEPA review.

Activity 11 – Park Efficient Light Project
This activity is bounded by the signed Statement of Work (SOW) for Expedited NEPA review. DOE has made a final NEPA determination for this activity, which is categorically excluded from further NEPA review.

16. HISTORIC PRESERVATION

Prior to the expenditure of Project funds to alter any historic structure or site, the Recipient or subrecipient shall ensure that it is compliant with Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. If applicable, the Recipient or subrecipient must contact the State Historic Preservation Officer (SHPO), and the Tribal Historic Preservation Officer (THPO) to coordinate the Section 106 review outlined in 36 CFR Part 800. In the event that a State, State SHPO and DOE enter into a Programmatic Agreement, the terms of that Programmatic Agreement shall apply to all recipient and subrecipient activities within that State. SHPO contact information is available at the following link: http://www.ncshpo.org/find/index.htm.THPO contact information is available at the following link: http://www.nathpo.org/map.html. Section 110(k) of the NHPA applies to DOE funded activities.

The Recipient or subrecipient certifies that it will retain sufficient documentation to demonstrate that the Recipient or subrecipient has received required approval(s) from the SHPO or THPO for the Project. Recipients or subrecipients shall avoid taking any action that

results in an adverse effect to historic properties pending compliance with Section 106. The Recipient or subrecipient shall deem compliance with Section 106 of the NHPA complete only after it has received this documentation. The Recipient or subrecipient shall make this documentation available to DOE on DOE's request (for example, during a post-award audit). Recipient will be required to report annually on September 1 the disposition of all historic preservation consultations by category.

17. WASTE STREAM

The Recipient assures that it will create or obtain a waste management plan addressing waste generated by a proposed Project prior to the Project generating waste. This waste management plan will describe the Recipient's or subrecipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project. The Recipient shall ensure that the Project is in compliance with all Federal, state and local regulations for waste disposal. The Recipient shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit).

18. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (ii) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

19. SUBGRANTS AND LOANS

a. The Recipient hereby warrants that it will ensure that all activities by sub-grantee(s) and loan recipients to accomplish the approved Project Description or Statement of Project Objectives are eligible activities under 42 U.S.C. 171534(1)-(13). State recipients hereby warrant that they will ensure that all activities by sub-grantee(s) and loan recipients pursuant to 42 U.S.C. 17155(c)(1)(A) to accomplish the approved Project Description or Statement of Project objects are eligible activities under 42 U.S.C. 171534(3)-(13).

b. Upon the Recipient's selection of the sub-grantee(s) and loan recipients, the Recipient shall notify (i.e. approval not required) the DOE Contracting Officer with the following information for each, regardless of dollar amount:
   - Name of Sub-Grantee
   - DUNS Number
   - Award Amount
   - Statement of work including applicable activities

   State recipients shall notify the DOE Contracting Officer with the above information within 180 days of the award date in Block 27 of the Assistance Agreement Cover Page.

a. In addition to the information in paragraph b. above, for each sub-grant and loan that has an estimated cost greater than $10,000,000, the recipient must submit for approval by the Contracting Officer, a SF424A Budget Information – Nonconstruction Programs, and PMC 123.1 Cost Reasonableness Determination for Financial Assistance (available at http://www.eere-pmc.energy.gov/forms.aspx).

20. JUSTIFICATION OF BUDGET COSTS

a. In the original application, the recipient did not provide sufficient information to justify the approval or release of funds for the proposed activities. In order to receive reimbursement for the costs associated with the activities listed in the approved Statement of Project Objectives (SOPO), a justification for all proposed costs must be submitted to the DOE Contracting Officer.

b. The Recipient must provide justification for the following costs:

Contractual Costs:
1. The recipient shall provide the following information for each individual or company that will receive EECBG funding, regardless of dollar amount:
- Name
- DUNS Number
- Award Amount
- Statement of work including applicable activities
- NEPA documentation, as applicable

2. In addition to the information in paragraph 1 above, for each individual or company that has an estimated cost greater than $10,000,000, the Recipient must submit a separate SF424A Budget Information – Nonconstruction Programs, and Budget Justification. The DOE Contracting Officer may require additional information concerning these individuals or companies prior to providing written approval.

c. Upon written notification and/or approval by the Contracting Officer, the Recipient may then receive payment for the activities listed in the approved SOPO for allowable costs incurred in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement. These written notifications and/or approvals will be incorporated into the award by formal modification at a future date.

21. ADVANCE UNDERSTANDING CONCERNING PUBLICLY FINANCED ENERGY IMPROVEMENT PROGRAMS

The parties recognize that the Recipient may use funds under this award for Property-Assessed Clean Energy (PACE) loans, Sustainable Energy Municipal Financing, Clean Energy Assessment Districts, Energy Loan Tax Assessment Programs (ELTAPS), or any other form or derivation of Special Taxing District whereby taxing entities collect payments

through increased tax assessments for energy efficiency and renewable energy building improvements made by their constituents. The Department of Energy intends to publish "Best Practices" or other guidelines pertaining to the use of funds made available to the Recipient under this award pertaining to the programs identified herein. By accepting this award, the Recipient agrees to incorporate, to the maximum extent practicable, those Best Practices and other guidelines into any such program(s) within a reasonable time after notification by DOE that the Best Practices or guidelines have been made available. The Recipient also agrees, by its acceptance of this award, to require its sub-recipients to incorporate to the maximum extent practicable the best practices and other guideline into any such program used by the sub-recipient.

22. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data
The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not

be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:
- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:
- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor – For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that

includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

23. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

a. This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

b. The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.

c. Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (*http://www.ccr.gov*) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (*http://www.dnb.com*) is one of the requirements for registration in the Central Contractor Registration.

d. The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at *http://www.FederalReporting.gov* and ensure that any information that is pre-filled is corrected or updated as needed.

24. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

*Special Note: Definitization of the Provisions entitled, "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" and "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" will be done upon definition and review of final activities.

25. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Recipient determines at any time that any construction, alteration, or repair activity on a public building or public works will be performed during the course of the project, the Recipient shall notify the Contracting Officer prior to commencing such work and the following provisions shall apply.

(a) *Definitions*. As used in this award term and condition--

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been--

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference*.

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111--5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows: None.

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that-

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including--

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
(B) Unit of measure;
(C) Quantity;
(D) Cost;
(E) Time of delivery or availability;
(F) Location of the project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of

the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
Item 2:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

26. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition--

Designated country --

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei (Taiwan), Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom; or

(4) An Agreement between Canada and the United States of America on Government Procurement country (Canada).

Designated country iron, steel, and/or manufactured goods –

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good –

(1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was

transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.*

(1) The award term and condition described in this section implements-

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. As of January 1, 2010, this obligation shall only apply to projects with an estimated value of $7,804,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows: None.

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that--

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including--

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
(B) Unit of measure;
(C) Quantity;
(D) Cost;
(E) Time of delivery or availability;
(F) Location of the project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the

construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

27. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

28. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A–102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at *http://www.whitehouse.gov/omb/circulars/a102/a102.html.*

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at *http://www.whitehouse.gov/omb/circulars/a133/a133.html.* This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

29. DAVIS-BACON ACT AND CONTRACT WORKHOURS AND SAFETY STANDARD ACT

Definitions: For purposes of this provision, "Davis Bacon Act and Contract Work Hours and Safety Standards Act," the following definitions are applicable:

(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and

wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."

(3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, *provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set

aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in

excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than

the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(c) Recipient Responsibilities for Davis Bacon Act

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

(i) Obtain, maintain, and monitor all Davis Bacon Act (DBA) certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;

(ii) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;

(iii) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (ii) above;

(iv) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;

(v) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;

(vi) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;

(vii) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and

(viii) Provide copies of all records upon request by DOE or DOL in a timely manner.

(d) Rates of Wages

The prevailing wage rates determined by the Secretary of Labor can be found at http://www.wdol.gov/.

EXHIBIT "B"

HIDALGO COUNTY PRECINCT #1 SOLAR LIGHTS PROJECT PHASE II
PROJECT SCOPE OF WORK: PLANS AND SPECIFICATIONS

SECTION 30050

SOLAR POWERED LIGHTS

1. SCOPE OF PROJECT

1.1 Design: All components of the solar lighting system shall be mounted on the pole and shall not be accessible from the ground without mechanical means.

1.2 Operation: Lights shall be stand-alone solar powered systems and shall not be connected to grid power. Overall, the system shall operate automatically without the use of a separate photo cell. The solar panel itself shall act as a photocell. It shall sense a low light level at dusk and shall turn the light on to run full from dusk to dawn, and shall adjust automatically as the days get longer. These functions shall be regulated by the controller. There shall be no day to day maintenance or adjustment required. All of the controller settings shall be done at the factory.

1.3 Warranty: Proposal submitted without written warranties will be considered non-responsive. Contractor shall meet or exceed the following list of warrantles.

* Solar panel: 25 Years
* Aluminum Arm: 20 Years
* Aluminum Pole: 20 Years
* Reflector: 10 Years
* Battery: 5 Years
* LED Lamps: 5 Years
* Aluminum Panel Backing: 20 Years
* Aluminum Bracket: 20 Years
* Battery Box: 20 Years
* Luminaire: 5 Years
* Controller: 5 Years

1.4 Submittals: Contractor shall submit copies of manufacturer's owner manual and maintenance manual.

1.5 Light Levels: Light level requirements must comply with the Illuminating Engineering Society of North America (IESNA) recommendations to determine appropriate lighting level requirements for application.

2. PERFORMANCE CRITERIA AND CONSIDERATIONS.

- Solar panels shall be protected on top by tempered glass.
- Each unit shall be free standing and self-contained.
- The system shall be powered by sunlight.
- LED light source shall consist of multi-junction strip type LED's.
- 100,000 hours rated lamp life.
- 2182 lumens total output with no lens losses from LED packaging.
- 5500 Kelvin – bright white color light.

- 10 days autonomy (battery reserve) for all weather conditions.
- Advanced Power Management LED driver to extend lamp operation and conserve battery power in times of extended inclement weather.
- The system shall be mounted high on the pole for vandal resistance and no wires shall run through the pole to the ground.
- System shall be sized in accordance with United States Department Of Energy specifications for this type of system.
- System shall automatically adjust light during periods of inclement weather to ensure that the lights are constantly on.

3. WRITTEN SPECIFICATIONS

3.1 Solar Power Unit

The solar module shall contain polycrystalline solar cells, protected on the upper surface by low iron tempered glass. The solar module shall have a rugged aluminum frame which connects to brackets for attachment to the mounting arm at a 45 degree tilt. All wiring connections shall be with weathered resistant plugs as to keep installation simple, eliminate incorrect wiring, and prevent exposure to corrosion. Stainless steel hardware shall be used throughout. Solar modules shall carry a 25 year manufacturer's warranty.

The solar module array shall exhibit the following characteristics:

Cells:	ploy-crystalline silicon cells
Total Watts:	300 watts
Tilt Angle:	45 degrees
Connections:	Weather resistant plug, 4 & 2 pin, color coded

3.2 Fixture

The overhead fixture shall be a die cast corrosion resistant aluminum style fixture with a glass swag lens. Fixture enclosure is to be water tight, sealed, dust and insect free with electrostatic powder-coated finish. Fixture and light source will contain no mercury or lead and present no environmental disposal issues. The electrical connection shall be with weather resistant plugs to simplify installation, eliminate reverse wiring, and prevent exposure to corrosion.

The fixture shall exhibit the following characteristics:

Type:	Die cast corrosion resistant aluminum style fixture
Finish:	Electrostatic powder-coated finish
Fixture Enclosure:	Water tight, sealed, dust and insect free
Lens:	Swag glass lens with Intrusion Protection

3.3 Light Source (LED Light Emitting Diode)

The light source shall be solid-state strip LED (light emitting diode) with digital driver. 100,000 hour rated lamp life, 25 watt LED, 90 lumens per watt out of fixture at rated power.

LED's should be multi-junction strip type LED's – 4 strips per quad, and 48 LED's per strip for a total of 192 LED's per quad. Each fixture shall have one quad for a total of 192 LED's. System shall have no lens losses from the LED packaging and reflector coated to prevent degradation of reflective surface with a 50G shock rating.

The light source (LED) shall exhibit the following characteristics:

Type:	Strip LED with digital driver
Rated lamp life:	100,000 hours
Lamp Lumens:	90 lumens per watt at rated power
LED:	LED 25 watt, 5500 Kelvin 50,000 hour guaranteed lamp life
Heat Removal:	LED's mounted directly to heat sinking plate
Reflector:	Reflector system captures light emitted from the LED and directs to the targeted area.
Shock Rating:	50G's
Environmental Issues:	No environmental issues. System contains no mercury or lead.
LED Drive:	Electronic driver
Capacitors:	No electrolytic capacitors shall be used.
Power Management:	Power Management shall conserve battery power in times of extended inclement weather.

3.4 Controller

The controller shall be a microprocessor based charge controller designed exclusively for the running of solar lighting applications. Controller shall feature automatic charge termination for batteries. Low voltage disconnect shall be set to extend battery life. Controller shall autosense system voltage and shall have weatherproof connectors. It shall be circuit protected with UL approved weather sealing and a charge current rating of 20 amps.

Controller shall be located inside the battery box. Controller shall be factory pre-set for full dusk to dawn operation (approximately 13.5 hours).

Charge/Load Controller shall exhibit the following characteristics:

Method of Charge:	Pulse width modulation charging algorithm

LVD Disconnect:	Set to extend battery life
Test routines:	Built in for checking installation of solar lighting system.
Connectors:	Weatherproof connectors
Location:	Controller located inside battery box
Run time:	Factory pre-set full dusk to dawn operation (approximately 13.5 hours).

3.5 Battery and Battery Enclosure

Battery shall be of sealed valve, regulated gel type, requiring no maintenance, air shippable, capable of 1300 minimum cycles to 30% depth of discharge, and rated for 99 amp hours at the 100 hour rate. 10 days autonomy (battery reserve) for all weather conditions. The wire harness shall include a weather resistant ATO fuse holder and plug to eliminate system failure due to corrosion, and accommodate quick/easy installation.

The Battery enclosure shall be aluminum, vented and shaded by solar array with access door loaded from front. Battery enclosure shall house battery and controller. Entire unit shall be shaded by the panels to avoid heat and mounted high on the pole to avoid vandalism.

The battery shall exhibit the following characteristics:

Type:	Sealed valve regulated gel
Voltage:	12 volts each
Location of Box:	High on pole, under panels, avoids heat and vandalism
Enclosure:	Aluminum vented
Access Door:	Loaded from front
Battery Reserve:	10 days
Power Management:	Protects battery life in periods of bad weather
Regular Maintenance:	None

3.6 Brackets and Arms

The support frame shall be constructed of tubular extruded aluminum. The fixture support arm shall be constructed of aluminum tube. All hardware shall be stainless steel. The overall Effective Projected Area of the entire system including luminaire shall not exceed 28 square feet.

Solar Array Support Frame:	Side of pole
Angle of Tile:	45 degrees
Fixture Support Arm:	10 feet aluminum
Material:	Aluminum
Hardware:	Stainless Steel

3.7 Pole

Standard wood pole to support proposed luminaire system shall be provided and installed by Contractor. Wood pole shall meet American National Standards Institute (ANSI) Standard Specifications for Wood Poles.

3.8 Wire Connections

All wire connections shall be with weather resistant plugs, keyed to make installation quick and easy and to eliminate failure due to corrosion and incorrect wiring.

3.9 Concrete Base

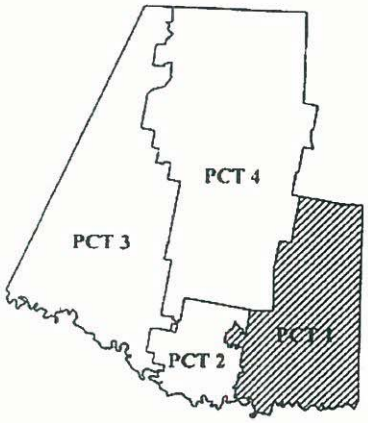
In the event that ground conditions require the use of a concrete base for the embeddedment of the poles, the Contractor shall provide a fixed cost to secure that the poles are anchored to support the luminaire system.

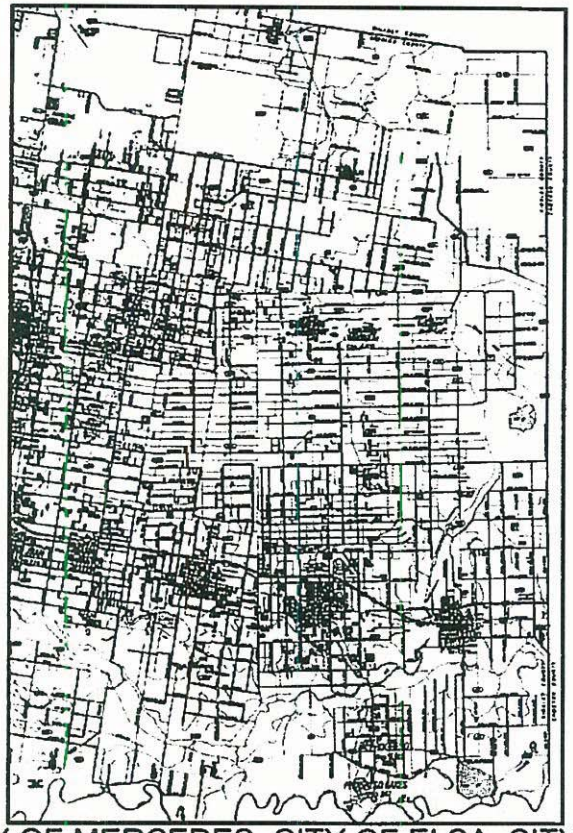
4.0 PAYMENT

Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required for the work in accordance with the plans and these specifications. Any incidental work incurred by contractor to accomplish said plans, specifications, and contract pay items, shall be deemed to be included in the project and therefore shall not be considered for additional compensation.

*** * * END OF SECTION * * ***

HIDALGO COUNTY PRECINCT No. 1 SOLAR LIGHTS PROJECT PH 2





CITY OF MERCEDES, CITY OF ELSA ,CITY OF EDCOUCH, AND CITY OF LA VILLA

RAMON GARCIA	*COUNTY JUDGE*
COMMISSIONER JOEL QUINTANILLA	*PRECINCT No. 1*
COMMISSIONER HECTOR " TITO " PALACIOS	*PRECINCT No. 2*
COMMISSIONER JOE M. FLORES	*PRECINCT No. 3*
COMMISSIONER JOSEPH PALACIOS	*PRECINCT No. 4*

THE COUNTY OF HIDALGO TEXAS

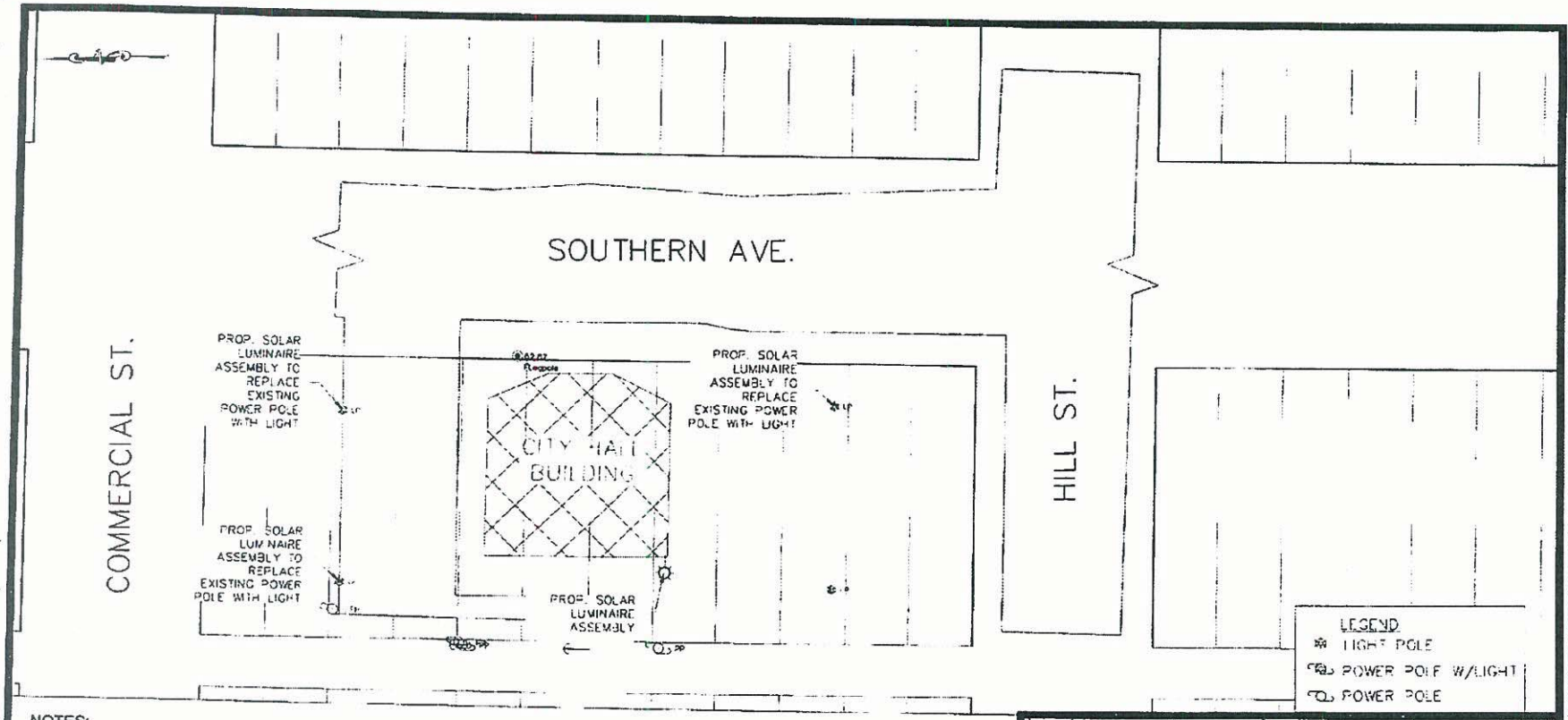
HIDALGO COUNTY
PLANNING DEPARTMENT

1304 S 25 TH STREET
EDINBURG TX 78539
TEL (956) 318-2840 FAX (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. No 86374 on the above designated date.

REVISION:	DATE
HIDALGO COUNTY PCT 1 ADDED NEW SITES	11/2012
HIDALGO COUNTY PCT 1 ADJUSTED SOLAR LIGHT LOCATIONS	1/2012
HIDALGO COUNTY PCT 1 DELETED SITES AND ADJUSTED LOCATION OF SOLAR LIGHTS	2/2012
HIDALGO COUNTY PCT 1 ADDED 17 MORE SOLAR LIGHTS	2/15/12



NOTES:
ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

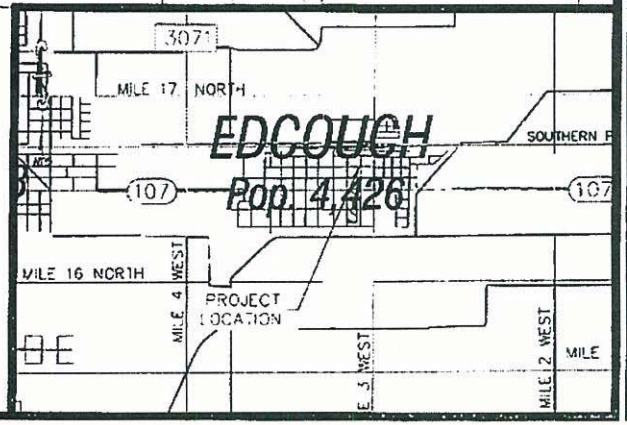
LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

LUMINAIRE ARMS SHALL BE AIMED PERPENDICULAR TO THE CENTERLINE OF ROADWAY OR AS DIRECTED BY THE ENGINEER.

LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	4



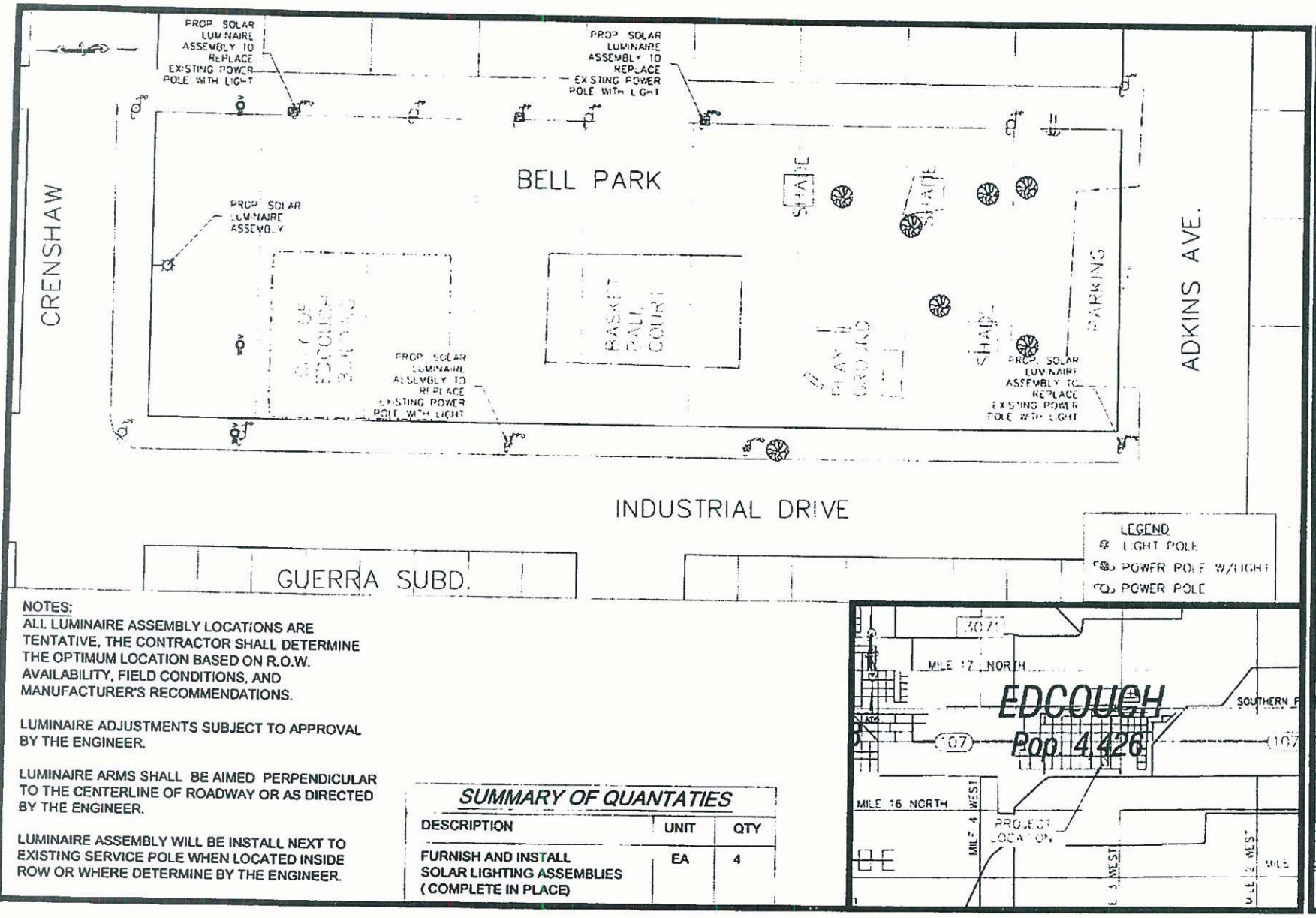
HIDALGO COUNTY PLANNING DEPARTMENT

HIDALGO COUNTY PRECINCT 1 PROJECT

CITY OF EDCOUCH
CITY HALL
PROPOSED LUMINAIRE ASSEMBLY

SCALE: 1:50
DATE: 11-12
DRAWN BY: CONSULTANT
DESIGNED BY: E.SOLIS
CHECKED BY: E.SOLIS
SURVEYED BY: E.SOLIS
PROJECT NO.

SHEET:
1 OF 1



NOTES:
ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

LUMINAIRE ARMS SHALL BE AIMED PERPENDICULAR TO THE CENTERLINE OF ROADWAY OR AS DIRECTED BY THE ENGINEER.

LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	4

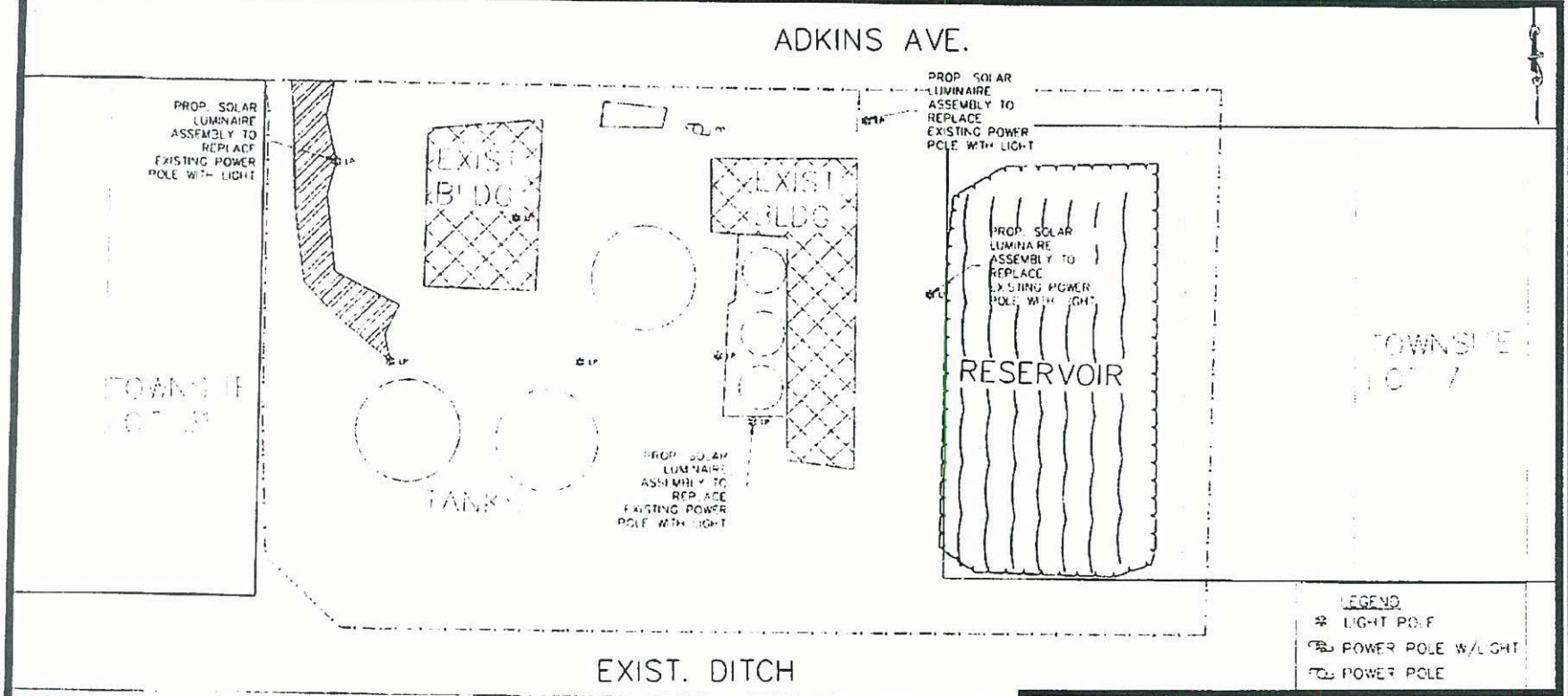
HIDALGO COUNTY PLANNING DEPARTMENT

HIDALGO COUNTY PRECINCT 1 PROJECT

CITY OF EDCOUCH
BELL PARK
PROPOSED LUMINAIRE ASSEMBLY

SCALE: F-30'
DATE: 8-24-18
DRAWN BY: CONCEPTECC
DESIGNED BY: E.SOSA
REVISED BY: E.SOSA
SURVEYED BY: E.SOSA
PROJECT FILE

SHEET
1 OF 1



NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

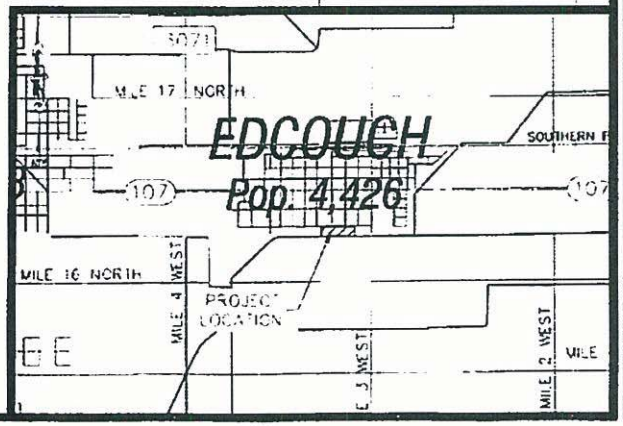
LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

LUMINAIRE ARMS SHALL BE AIMED PERPENDICULAR TO THE CENTERLINE OF ROADWAY OR AS DIRECTED BY THE ENGINEER.

LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	4



HIDALGO COUNTY PLANNING DEPARTMENT

HIDALGO COUNTY PRECINCT 1 PROJECT

CITY OF EDCOUCH
WATER TREATMENT PLANT
PROPOSED LUMINAIRE ASSEMBLY

10F1

EXHIBIT "C"

HIDALGO COUNTY PRECINCT #1 SOLAR LIGHTS PROJECT PHASE II
GRANT BUDGET

HIDALGO COUNTY PRECINCT #1 SOLAR LIGHTS PROJECT PHASE II
GRANT BUDGET

CITY	Amount Allocated	# of Installations
City of Mercedes	$73,548.72	9 Systems
City of Elsa	$147,097.44	18 Systems
City of Edcouch	$98,064.96	12 Systems
City of La Villa	$106,237.04	13 Systems
TOTAL:	**$424,948.16**	**52 Systems**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

This Agreement is made and entered into this 28th day of February, 2012, by and between the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as "County") and the City of Elsa, Texas (hereinafter referred to as "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 was awarded a grant hereinafter referred to as "Recovery Act: County of Hidalgo, TX Energy Efficiency and Conservation Act" or the "Grant" identified as Award No. DE-EE0000912 and in the amount of THREE MILLION FIVE HUNDRED THRITY-NINE THOUSAND FIVE HUNDRED AND NO HUNDREDTHS DOLLARS ($3,539,500.00) from the U.S. Department of Energy ("DOE") through the Golden Field Office ("GFO"), of which certain funds are intended to be subcontracted to City for replacement of outdoor park lights (the "Project").

WHEREAS, the purpose of the Grant Project is to study the efficiency of the subject park lights and to determine the cost savings from the energy efficiency of said lights;

WHEREAS, the Grant allows County to use funds for certain activities while participating in this DOE approved project;

WHEREAS, the Grant requires County, as the grant recipient, to comply with certain terms and conditions more particularly described in **Exhibit "A"** attached hereto and titled "**Assistance Agreement and Special Terms and Conditions, Provision 2, Award Agreement Terms and Conditions**" dated March 31, 2010, and further requires any sub-recipient accepting funding from the Grant through a subcontract or agreement to also comply with certain provisions of the terms and conditions as stated in the attached **Exhibit "A"**;

WHEREAS, County and City desire to carry out DOE eligible activities as described in the Project Scope of Work: Plans and Specifications attached as **Exhibit "B"**;

WHEREAS, the County proposes to contract with City in order that the eligible activities described in **Exhibit "B"** can be carried out for the benefit of the residents of County and City;

WHEREAS, the property obtained with Grant funds (as described in the attached Exhibit "B") will be purchased by County of Hidalgo using the County's established and approved purchasing policies. The property will be subsequently distributed and installed for the participating City, which will be responsible for the security and maintenance of the property while in the possession of City;

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

SECTION I
RULES AND REGULATIONS

The City agrees to cooperate with the County in respect to the implementation of the Grant within its jurisdiction and as supported under Public Law 110-140, EISA 2007, Public Law 111-5, Department of Energy Recovery Act of 2009.

SECTION II
DEBARMENT/SUSPENSION CERTIFICATION

City certifies that City and its contractors/vendors associated with this Agreement 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 found at hhtp://www.epls.gov.

SECTION III
TERMS AND CONDITIONS AND STATEMENT OF WORK

City represents that it has read and understood the Assistance Agreement and accompanying terms and conditions between the County and the DOE attached hereto as **Exhibit "A"** and as a condition of participating in the Grant, City agrees to comply with all terms and conditions required of entities accepting funds through such agreement. County and City further agree to perform services as outlined in the attached **Exhibit "B"** for the replacement of certain light poles and ancillary lighting equipment as more specifically set forth in the attached **Exhibit "B"** and as delineated in the Grant Budget attached as **Exhibit "C".**

City agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from the replacement of light poles as set forth in **Exhibits "B" and "C".**

County shall not be liable for costs incurred or performances rendered by City before commencement of this Agreement or after termination of this Agreement.

SECTION IV
RECORDS AND REPORTS

City agrees to establish and maintain all necessary records and reports that may be necessary for reimbursement of Grant funds. County agrees to provide Grant reporting to the DOE and GFO as required under the Grant.

City understands that it is solely the City's responsibility to keep all records and reports pertaining to Grant activity within their municipality in a manner acceptable to County. Failure to maintain records and reports may result in forfeiture of the City's designated Grant funds.

SECTION V
MONITORING VISITS

City agrees to allow County to conduct on-site monitoring visits to assure compliance with applicable federal requirements, terms and conditions, and adequacy of timeliness of performance by City and those performance goals are being achieved, if applicable. City shall give DOE, GFO, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by City pertaining to this Agreement.

SECTION VI
AUDIT REQUIREMENTS

City and County agree to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

SECTION VII
SUSPENSION AND TERMINATION

City understands that this Agreement may be suspended or terminated if City materially fails to comply with the provisions of this Agreement or the provisions so listed in the attached Exhibits.

If City fails to fulfill in a timely and proper manner its obligations under this Agreement, or City violates any of the Agreements or stipulations of this Agreement, then the County shall provide City written notification such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. **Should any breach by the City of this Agreement relate to a violation of federal law or regulation that results in DOE or GFO demanding reimbursement from the County**

or the City or its successor, the County will terminate Agreement and seek reimbursement of all funds from City. City shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by City and County may withhold any payments to City for violations of state, local or federal regulations. Should the County become aware of any activity by City, which would jeopardize the County's position with DOE, GFO, or any other state or federal agency, or which would cause a payback of federal funds, than the County may take appropriate action including injunctive relief against City to prevent the transaction as aforesaid. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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 City.

SECTION VIII
ASSETS

City shall not purchase any asset unless so permitted by the County and such procurement shall be done in the form and manner so required by the County.

City shall not dispose of any asset improved or acquired in part or in whole with Grant funds during the Grant period or after expiration of the Grant period, without prior written approval of the County and County shall be reimbursed for the asset, if sold, in the full amount of the fair market value of the disposed asset. Upon such reimbursement to the County, the city shall become the owner of such asset purchased or acquired through the Grant funds and shall be responsible for the care, maintenance and repair of same. This reimbursement process shall also be applicable and in full force and effect for any asset which is no longer used for its intended Grant purpose by the City at any time during the Grant period or after expiration of the Grant period. Disposition of assets purchased with Grant funds shall comply with the requirements of 10 CFR 600.232.

City shall be responsible for the security and maintenance of any asset purchased with Grant funds while in the possession of City.

SECTION IX
LIABILITY FOR DISALLOWED COSTS

The City understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of City agreement funds. The City further understands and agrees that reimbursement to County of such disallowed costs shall be paid by the City from funds that were not provided or otherwise made available to City pursuant to this Agreement or any other federal contract.

SECTION X
INDEMNITY CLAUSE AND INSURANCE REQUIREMENT

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 programs, activities or events conducted pursuant to this Agreement.

City shall acquire, maintain and furnish to Count a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile 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.

SECTION XI
PROCUREMENT

The Parties agree to conform to their own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the Grant and/or this Agreement.

SECTION XII
CONFLICT OF INTEREST

City covenants that neither its elected officials, officers, employees, consultants, nor agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities funded by the Grant. City agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

City agrees that no person who is an elected official, officer, employee, consultant, or agent of the City's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in the attached Exhibit "A" during the Grant period or for a period of one (1) year thereafter.

City is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

SECTION XIII
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 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 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 are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction 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
P.O. Box 1356
Edinburg, TX 78539

If to City: City of Elsa
102 S. Diana Street
Elsa, Texas 78543

Each notice, demand, request or communication which shall be delivered 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 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 County and City in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF ELSA, TEXAS

_____

Mayor

ATTEST

_____

City Secretary

THE COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

Office of Criminal District Attorney, Hidalgo County, Texas

_____
By: Josephine Ramirez Solis
Assistant District Attorney – County Affairs

EXHIBIT "A"

ASSISTANCE AGREEMENT AND SPECIAL TERMS AND CONDITIONS, PROVISION 2, AWARD AGREEMENT TERMS AND CONDITIONS

ASSISTANCE AGREEMENT

1. Award No.	2. Modification No.	3. Effective Date	4. CFDA No.
DE-EE0000912		03/31/2010	81.128

5. Awarded To	6. Sponsoring Office	7. Period of Performance
HIDALGO, COUNTY OF Attn: VALDE GUERRA 100 E CANO ST 2ND FL EDINBURG TX 785394582	Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401	03/31/2010 through 03/30/2013

8. Type of Agreement	9. Authority	10. Purchase Request or Funding Document No.
[X] Grant [ ] Cooperative Agreement [ ] Other	PL 110-140, EISA 2007 PL 111-5, Recovery Act 2009	10EE001113

11. Remittance Address	12. Total Amount	13. Funds Obligated
HIDALGO, COUNTY OF Attn: VALDE GUERRA 100 E CANO ST 2ND FL EDINBURG TX 785394582	Govt. Share: $3,539,500.00 Cost Share : $0.00 Total : $3,539,500.00	This action: $3,539,500.00 Total : $3,539,500.00

14. Principal Investigator	15. Program Manager	16. Administrator
Erika Reyna Phone: 956-318-2600	Todd G. Allen Phone: 720-356-1634	Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393

17. Submit Payment Requests To	18. Paying Office	19. Submit Reports To
	OR for Golden U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4517 Oak Ridge TN 37831	See Attachment 2

20. Accounting and Appropriation Data

EECBG

21. Research Title and/or Description of Project

RECOVERY ACT: COUNTY OF HIDALGO, TX ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT

For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer Signature on File	
23. Name and Title	24. Date Signed	26. Name of Officer Sara J. Wilson	27. Date Signed 03/31/2010

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 103110834 In addition to this Assistance Agreement, this award consists of the items listed in the Special Terms and Conditions, Provision 2, Award Agreement Terms and Conditions. In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the project through the end of the current Budget Period, shown as 03/31/2010 through 03/30/2013. Please note that Blocks 12 and 13 of this Assistance Agreement indicate the Total Obligated Amount of this project, which is the Recipient's total allocation. The full allocation has been made available in ASAP; however, the restrictions outlined in Provision Number 15, National Environmental Policy Act (NEPA) Requirements; Provision Number 19, Subgrants and Loans; and Provision Number 20, Justification of Budget Costs in the Special Terms and Conditions, limit the amount that can be drawn down in ASAP. Funding drawdowns shall be made strictly in accordance with the Payment Procedures provision. Funds may NOT be drawn down to support activities or cost items that are conditioned without previously satisfying the requirements outlined in these provisions. DOE Award Administrator: Michelle Maher E-mail: michelle.maher@go.doe.gov Phone: 303-275-4826 DOE Project Officer: Todd Allen E-mail: todd.allen@go.doe.gov Phone: 720-356-1634 Recipient Business Officer: Erika Reyna E-mail: erika.reyna@hidalgocountyjudge.com Phone: 956-318-2600 Recipient Principal Investigator: Erika Reyna E-mail: erika.reyna@hidalgocountyjudge.com Phone: 956-318-2600 Electronic signature or signatures as used in this document means a method of signing an electronic message that-- Continued ... (A) Identifies and authenticates a particular				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0000912	3	3

NAME OF OFFEROR OR CONTRACTOR

HIDALGO, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents. ASAP: Yes Extent Competed: NOT AVAIL FOR COMP Davis-Bacon Act: YES Fund: 05796 Appr Year: 2009 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1005115 Project: 2004350 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331				

SPECIAL TERMS AND CONDITIONS

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29.	DAVIS-BACON ACT AND CONTRACT WORKHOURS AND SAFETY STANDARD ACT	24

1. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

2. AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Assistance Agreement, plus the following:

a. Special Terms and Conditions.
b. Attachments:

Attachment Number	Title
1.	Statement of Project Objectives
2.	Federal Assistance Reporting Checklist and Instructions
3.	Budget Pages (SF 424A)

c. DOE Assistance Regulations, 10 CFR Part 600 at http://ecfr.gpoaccess.gov.
d. Application/proposal as approved by DOE.
e. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm.

3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by the Department of Energy, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of the award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

4. PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.

b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disperse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.

d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

e. Agency approval of payments. Based on review of your current A-133 Audit Report results, DOE may require Agency pre-approval of payments. If the Agency approval requirement is in effect for your award, the ASAP system will indicate that Agency approval is required when you submit a request for advance payment. The DOE payment authorizing official may request additional information to justify the payment request, as deemed necessary.

5. CEILING ON ADMINISTRATIVE COSTS

a. Local government and Indian Tribe Recipients may not use more than 10 percent of amounts provided under this program, or $75,000, whichever is greater (EISA Sec 545 (b)(3)(A)), for administrative expenses, excluding the costs of meeting the reporting requirements under Title V, Subtitle E of EISA. These costs should be captured and summarized for each activity under the Projected Costs Within Budget: Administration.

b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored project, unless approved by the Contracting Officer.

6. LIMITATIONS ON USE OF FUNDS

a. By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, for gambling establishments, aquariums, zoos, golf courses or swimming pools.

b. Recipients may not use more than 50 percent of the amounts provided for the establishment of a loan loss reserve.

c. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or $250,000, whichever is greater (EISA Sec 545 (b)(3)(B)), for the establishment of revolving loan funds.

d. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or $250,000, whichever is greater (EISA Sec 545 (b)(3)(C)), for subgrants to nongovernmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government or Indian tribe.

7. INDIRECT COSTS AND FRINGE BENEFITS ARE NOT REIMBURSABLE

The budget for this award does not include indirect costs or fringe benefits. Therefore, these expenses shall not be charged to nor reimbursement requested for this project nor shall the indirect and fringe benefit costs from this project be allocated to any other federally sponsored project. In addition, indirect costs and fringe benefits shall not be counted as cost share unless approved by the Contracting Officer. This restriction does not apply to subawardees' indirect and fringe benefit costs.

8. USE OF PROGRAM INCOME

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and used to further eligible project objectives.

9. STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

10. SITE VISITS

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

11. REPORTING REQUIREMENTS

a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with

the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

b. Additional Recovery Act Reporting Requirements are found in the Provision below labeled: "REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT."

12. PUBLICATIONS

a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)]."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

13. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits, ensure the safety and structural integrity of any repair, replacement, construction and/or alteration, and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

14. LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of

Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

15. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project.

If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

You are prohibited from implementing energy efficiency improvements and renewable energy generation opportunities, including demolition, repair, replacement, installation, construction, disposal, or alteration activities until such time that you comply with the Waste Stream and Historic Preservation clauses.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

If you intend to make changes to the scope or objective of your project you are required to contact the DOE Project Officer identified in Block 15 of the Assistance Agreement before proceeding. You must receive notification of approval from the DOE Contracting Officer prior to commencing with work beyond that currently approved.

Activity 1 - DELETED (Sunset Park Efficient Light Project)

Activity 2 - Hidalgo County, Pct 2 Multipurpose Building Renewable Energy Component
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review.

Activity 3 - DELETED (Solar Power Retrofit of Multipurpose Facilities)

Activity 4 - Energy Efficiency and Conservation through the Installation of LED Lights
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review.

Activity 5 - Passenger Rail Study
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review. This categorical exclusion only applies to strategy development through studies, analyses, audits, fact or information gathering, and other similar report writing or administrative activities necessary to develop an energy efficiency and conservation strategy, and does not apply to any implementation activities.

Activity 6 - Hidalgo County Recycles
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review.

Activity 7 - Solar Powered Generators
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review.

Activity 8 - DELETED (Solar Power Retrofit of Administration Building)

Activity 9 - Hidalgo County Energy Efficiency and Conservation Strategy
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review. This categorical exclusion only applies to strategy development through studies, analyses, audits, fact or information gathering, and other similar report writing or administrative activities necessary to develop an energy efficiency and conservation strategy, and does not apply to any implementation activities.

Activity 10 – Solar Lights for the Colonias
This activity is bounded by the signed Statement of Work (SOW) for Expedited NEPA review. DOE has made a final NEPA determination for this activity, which is categorically excluded from further NEPA review.

Activity 11 – Park Efficient Light Project
This activity is bounded by the signed Statement of Work (SOW) for Expedited NEPA review. DOE has made a final NEPA determination for this activity, which is categorically excluded from further NEPA review.

16. HISTORIC PRESERVATION

Prior to the expenditure of Project funds to alter any historic structure or site, the Recipient or subrecipient shall ensure that it is compliant with Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. If applicable, the Recipient or subrecipient must contact the State Historic Preservation Officer (SHPO), and the Tribal Historic Preservation Officer (THPO) to coordinate the Section 106 review outlined in 36 CFR Part 800. In the event that a State, State SHPO and DOE enter into a Programmatic Agreement, the terms of that Programmatic Agreement shall apply to all recipient and subrecipient activities within that State. SHPO contact information is available at the following link: http://www.ncshpo.org/find/index.htm.THPO contact information is available at the following link: http://www.nathpo.org/map.html. Section 110(k) of the NHPA applies to DOE funded activities.

The Recipient or subrecipient certifies that it will retain sufficient documentation to demonstrate that the Recipient or subrecipient has received required approval(s) from the SHPO or THPO for the Project. Recipients or subrecipients shall avoid taking any action that

results in an adverse effect to historic properties pending compliance with Section 106. The Recipient or subrecipient shall deem compliance with Section 106 of the NHPA complete only after it has received this documentation. The Recipient or subrecipient shall make this documentation available to DOE on DOE's request (for example, during a post-award audit). Recipient will be required to report annually on September 1 the disposition of all historic preservation consultations by category.

17. WASTE STREAM

The Recipient assures that it will create or obtain a waste management plan addressing waste generated by a proposed Project prior to the Project generating waste. This waste management plan will describe the Recipient's or subrecipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project. The Recipient shall ensure that the Project is in compliance with all Federal, state and local regulations for waste disposal. The Recipient shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit).

18. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (ii) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

19. SUBGRANTS AND LOANS

a. The Recipient hereby warrants that it will ensure that all activities by sub-grantee(s) and loan recipients to accomplish the approved Project Description or Statement of Project Objectives are eligible activities under 42 U.S.C. 171534(1)-(13). State recipients hereby warrant that they will ensure that all activities by sub-grantee(s) and loan recipients pursuant to 42 U.S.C. 17155(c)(1)(A) to accomplish the approved Project Description or Statement of Project objects are eligible activities under 42 U.S.C. 171534(3)-(13).

b. Upon the Recipient's selection of the sub-grantee(s) and loan recipients, the Recipient shall notify (i.e. approval not required) the DOE Contracting Officer with the following information for each, regardless of dollar amount:
   - Name of Sub-Grantee
   - DUNS Number
   - Award Amount
   - Statement of work including applicable activities

State recipients shall notify the DOE Contracting Officer with the above information within 180 days of the award date in Block 27 of the Assistance Agreement Cover Page.

a. In addition to the information in paragraph b. above, for each sub-grant and loan that has an estimated cost greater than $10,000,000, the recipient must submit for approval by the Contracting Officer, a SF424A Budget Information – Nonconstruction Programs, and PMC 123.1 Cost Reasonableness Determination for Financial Assistance (available at http://www.eere-pmc.energy.gov/forms.aspx).

20. JUSTIFICATION OF BUDGET COSTS

a. In the original application, the recipient did not provide sufficient information to justify the approval or release of funds for the proposed activities. In order to receive reimbursement for the costs associated with the activities listed in the approved Statement of Project Objectives (SOPO), a justification for all proposed costs must be submitted to the DOE Contracting Officer.

b. The Recipient must provide justification for the following costs:

Contractual Costs:
1. The recipient shall provide the following information for each individual or company that will receive EECBG funding, regardless of dollar amount:

- Name
- DUNS Number
- Award Amount
- Statement of work including applicable activities
- NEPA documentation, as applicable

2. In addition to the information in paragraph 1 above, for each individual or company that has an estimated cost greater than $10,000,000, the Recipient must submit a separate SF424A Budget Information – Nonconstruction Programs, and Budget Justification. The DOE Contracting Officer may require additional information concerning these individuals or companies prior to providing written approval.

c. Upon written notification and/or approval by the Contracting Officer, the Recipient may then receive payment for the activities listed in the approved SOPO for allowable costs incurred in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement. These written notifications and/or approvals will be incorporated into the award by formal modification at a future date.

21. ADVANCE UNDERSTANDING CONCERNING PUBLICLY FINANCED ENERGY IMPROVEMENT PROGRAMS

The parties recognize that the Recipient may use funds under this award for Property-Assessed Clean Energy (PACE) loans, Sustainable Energy Municipal Financing, Clean Energy Assessment Districts, Energy Loan Tax Assessment Programs (ELTAPS), or any other form or derivation of Special Taxing District whereby taxing entities collect payments

through increased tax assessments for energy efficiency and renewable energy building improvements made by their constituents. The Department of Energy intends to publish "Best Practices" or other guidelines pertaining to the use of funds made available to the Recipient under this award pertaining to the programs identified herein. By accepting this award, the Recipient agrees to incorporate, to the maximum extent practicable, those Best Practices and other guidelines into any such program(s) within a reasonable time after notification by DOE that the Best Practices or guidelines have been made available. The Recipient also agrees, by its acceptance of this award, to require its sub-recipients to incorporate to the maximum extent practicable the best practices and other guideline into any such program used by the sub-recipient.

22. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data
The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not

be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor – For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that

includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

23. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

a. This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

b. The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.

c. Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (*http://www.ccr.gov*) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (*http://www.dnb.com*) is one of the requirements for registration in the Central Contractor Registration.

d. The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at *http://www.FederalReporting.gov* and ensure that any information that is pre-filled is corrected or updated as needed.

24. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

*Special Note: Definitization of the Provisions entitled, "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" and "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" will be done upon definition and review of final activities.

25. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Recipient determines at any time that any construction, alteration, or repair activity on a public building or public works will be performed during the course of the project, the Recipient shall notify the Contracting Officer prior to commencing such work and the following provisions shall apply.

(a) *Definitions.* As used in this award term and condition--

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been--

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111--5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows: None.

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that-

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including--

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
(B) Unit of measure;
(C) Quantity;
(D) Cost;
(E) Time of delivery or availability;
(F) Location of the project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of

the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
Item 2:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

26. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition--

Designated country --

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei (Taiwan), Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom; or

(4) An Agreement between Canada and the United States of America on Government Procurement country (Canada).

Designated country iron, steel, and/or manufactured goods –

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good –

(1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was

transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.*

(1) The award term and condition described in this section implements-

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. As of January 1, 2010, this obligation shall only apply to projects with an estimated value of $7,804,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows: None.

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that--

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including--

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
(B) Unit of measure;
(C) Quantity;
(D) Cost;
(E) Time of delivery or availability;
(F) Location of the project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the

construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

27. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

28. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A–102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at *http://www.whitehouse.gov/omb/circulars/a102/a102.html.*

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at *http://www.whitehouse.gov/omb/circulars/a133/a133.html.* This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

29. DAVIS-BACON ACT AND CONTRACT WORKHOURS AND SAFETY STANDARD ACT

Definitions: For purposes of this provision, "Davis Bacon Act and Contract Work Hours and Safety Standards Act," the following definitions are applicable:

(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and

wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."

(3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, *provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set

aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in

excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than

the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(c) Recipient Responsibilities for Davis Bacon Act

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

(i) Obtain, maintain, and monitor all Davis Bacon Act (DBA) certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;

(ii) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;

(iii) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (ii) above;

(iv) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;

(v) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;

(vi) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;

(vii) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and

(viii) Provide copies of all records upon request by DOE or DOL in a timely manner.

(d) Rates of Wages

The prevailing wage rates determined by the Secretary of Labor can be found at http://www.wdol.gov/.

EXHIBIT "B"

HIDALGO COUNTY PRECINCT #1 SOLAR LIGHTS PROJECT PHASE II
PROJECT SCOPE OF WORK: PLANS AND SPECIFICATIONS

SECTION 30050

SOLAR POWERED LIGHTS

1. SCOPE OF PROJECT

1.1 Design: All components of the solar lighting system shall be mounted on the pole and shall not be accessible from the ground without mechanical means.

1.2 Operation: Lights shall be stand-alone solar powered systems and shall not be connected to grid power. Overall, the system shall operate automatically without the use of a separate photo cell. The solar panel itself shall act as a photocell. It shall sense a low light level at dusk and shall turn the light on to run full from dusk to dawn, and shall adjust automatically as the days get longer. These functions shall be regulated by the controller. There shall be no day to day maintenance or adjustment required. All of the controller settings shall be done at the factory.

1.3 Warranty: Proposal submitted without written warranties will be considered non-responsive. Contractor shall meet or exceed the following list of warrantles.

* Solar panel: 25 Years
* Aluminum Arm: 20 Years
* Aluminum Pole: 20 Years
* Reflector: 10 Years
* Battery: 5 Years
* LED Lamps: 5 Years
* Aluminum Panel Backing: 20 Years
* Aluminum Bracket: 20 Years
* Battery Box: 20 Years
* Luminaire: 5 Years
* Controller: 5 Years

1.4 Submittals: Contractor shall submit copies of manufacturer's owner manual and maintenance manual.

1.5 Light Levels: Light level requirements must comply with the Illuminating Engineering Society of North America (IESNA) recommendations to determine appropriate lighting level requirements for application.

2. PERFORMANCE CRITERIA AND CONSIDERATIONS.

- Solar panels shall be protected on top by tempered glass.
- Each unit shall be free standing and self-contained.
- The system shall be powered by sunlight.
- LED light source shall consist of multi-junction strip type LED's.
- 100,000 hours rated lamp life.
- 2182 lumens total output with no lens losses from LED packaging.
- 5500 Kelvin – bright white color light.

- 10 days autonomy (battery reserve) for all weather conditions.
- Advanced Power Management LED driver to extend lamp operation and conserve battery power in times of extended inclement weather.
- The system shall be mounted high on the pole for vandal resistance and no wires shall run through the pole to the ground.
- System shall be sized In accordance with United States Department Of Energy specifications for this type of system.
- System shall automatically adjust light during periods of inclement weather to ensure that the lights are constantly on.

3. WRITTEN SPECIFICATIONS

3.1 Solar Power Unit

The solar module shall contain polycrystalline solar cells, protected on the upper surface by low iron tempered glass. The solar module shall have a rugged aluminum frame which connects to brackets for attachment to the mounting arm at a 45 degree tilt. All wiring connections shall be with weathered resistant plugs as to keep installation simple, eliminate incorrect wiring, and prevent exposure to corrosion. Stainless steel hardware shall be used throughout. Solar modules shall carry a 25 year manufacturer's warranty.

The solar module array shall exhibit the following characteristics:

Cells:	ploy-crystalline silicon cells
Total Watts:	300 watts
Tilt Angle:	45 degrees
Connections:	Weather resistant plug, 4 & 2 pin, color coded

3.2 Fixture

The overhead fixture shall be a die cast corrosion resistant aluminum style fixture with a glass swag lens. Fixture enclosure is to be water tight, sealed, dust and Insect free with electrostatic powder-coated finish. Fixture and light source will contain no mercury or lead and present no environmental disposal issues. The electrical connection shall be with weather resistant plugs to simplify installation, eliminate reverse wiring, and prevent exposure to corrosion.

The fixture shall exhibit the following characteristics:

Type:	Die cast corrosion resistant aluminum style fixture
Finish:	Electrostatic powder-coated finish
Fixture Enclosure:	Water tight, sealed, dust and Insect free
Lens:	Swag glass lens with Intrusion Protection

3.3 Light Source (LED Light Emitting Diode)

The light source shall be solid-state strip LED (light emitting diode) with digital driver. 100,000 hour rated lamp life, 25 watt LED, 90 lumens per watt out of fixture at rated power.

LED's should be multi-junction strip type LED's – 4 strips per quad, and 48 LED's per strip for a total of 192 LED's per quad. Each fixture shall have one quad for a total of 192 LED's. System shall have no lens losses from the LED packaging and reflector coated to prevent degradation of reflective surface with a 50G shock rating.

The light source (LED) shall exhibit the following characteristics:

Type:	Strip LED with digital driver
Rated lamp life:	100,000 hours
Lamp Lumens:	90 lumens per watt at rated power
LED:	LED 25 watt, 5500 Kelvin 50,000 hour guaranteed lamp life
Heat Removal:	LED's mounted directly to heat sinking plate
Reflector:	Reflector system captures light emitted from the LED and directs to the targeted area.
Shock Rating:	50G's
Environmental Issues:	No environmental issues. System contains no mercury or lead.
LED Drive:	Electronic driver
Capacitors:	No electrolytic capacitors shall be used.
Power Management:	Power Management shall conserve battery power in times of extended inclement weather.

3.4 Controller

The controller shall be a microprocessor based charge controller designed exclusively for the running of solar lighting applications. Controller shall feature automatic charge termination for batteries. Low voltage disconnect shall be set to extend battery life. Controller shall autosense system voltage and shall have weatherproof connectors. It shall be circuit protected with UL approved weather sealing and a charge current rating of 20 amps.

Controller shall be located inside the battery box. Controller shall be factory pre-set for full dusk to dawn operation (approximately 13.5 hours).

Charge/Load Controller shall exhibit the following characteristics:

Method of Charge:	Pulse width modulation charging algorithm

LVD Disconnect:	Set to extend battery life
Test routines:	Built in for checking installation of solar lighting system.
Connectors:	Weatherproof connectors
Location:	Controller located inside battery box
Run time:	Factory pre-set full dusk to dawn operation (approximately 13.5 hours).

3.5 Battery and Battery Enclosure

Battery shall be of sealed valve, regulated gel type, requiring no maintenance, air shippable, capable of 1300 minimum cycles to 30% depth of discharge, and rated for 99 amp hours at the 100 hour rate. 10 days autonomy (battery reserve) for all weather conditions. The wire harness shall include a weather resistant ATO fuse holder and plug to eliminate system failure due to corrosion, and accommodate quick/easy installation.

The Battery enclosure shall be aluminum, vented and shaded by solar array with access door loaded from front. Battery enclosure shall house battery and controller. Entire unit shall be shaded by the panels to avoid heat and mounted high on the pole to avoid vandalism.

The battery shall exhibit the following characteristics:

Type:	Sealed valve regulated gel
Voltage:	12 volts each
Location of Box:	High on pole, under panels, avoids heat and vandalism
Enclosure:	Aluminum vented
Access Door:	Loaded from front
Battery Reserve:	10 days
Power Management:	Protects battery life in periods of bad weather
Regular Maintenance:	None

3.6 Brackets and Arms

The support frame shall be constructed of tubular extruded aluminum. The fixture support arm shall be constructed of aluminum tube. All hardware shall be stainless steel. The overall Effective Projected Area of the entire system including luminaire shall not exceed 28 square feet.

Solar Array Support Frame:	Side of pole
Angle of Tile:	45 degrees
Fixture Support Arm:	10 feet aluminum
Material:	Aluminum
Hardware:	Stainless Steel

3.7 Pole

Standard wood pole to support proposed luminaire system shall be provided and installed by Contractor. Wood pole shall meet American National Standards Institute (ANSI) Standard Specifications for Wood Poles.

3.8 Wire Connections

All wire connections shall be with weather resistant plugs, keyed to make installation quick and easy and to eliminate failure due to corrosion and incorrect wiring.

3.9 Concrete Base

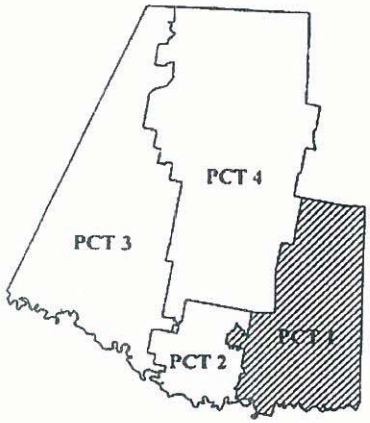
In the event that ground conditions require the use of a concrete base for the embeddedment of the poles, the Contractor shall provide a fixed cost to secure that the poles are anchored to support the luminaire system.

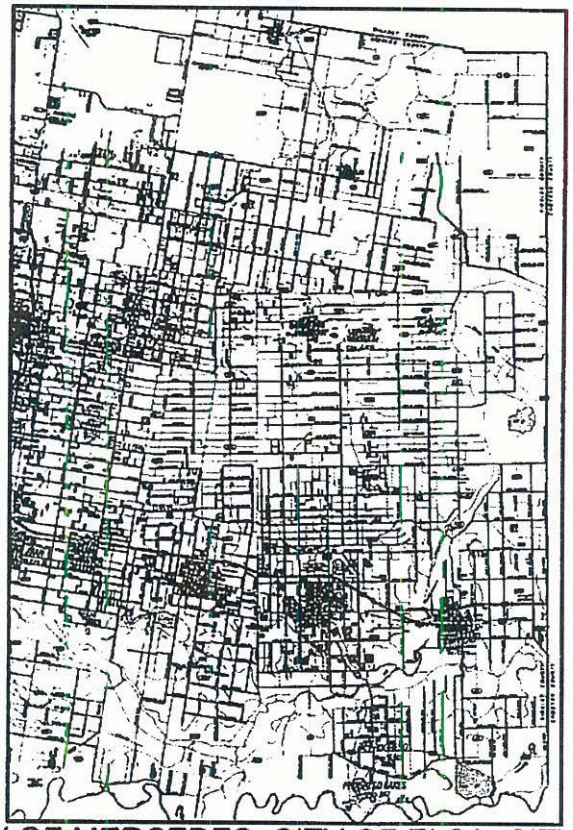
4.0 PAYMENT

Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required for the work in accordance with the plans and these specifications. Any incidental work incurred by contractor to accomplish said plans, specifications, and contract pay items, shall be deemed to be included in the project and therefore shall not be considered for additional compensation.

*** END OF SECTION ***

HIDALGO COUNTY PRECINCT No. 1 SOLAR LIGHTS PROJECT PH 2





CITY OF MERCEDES, CITY OF ELSA ,CITY OF EDCOUCH, AND CITY OF LA VILLA

RAMON GARCIA	*COUNTY JUDGE*
COMMISSIONER JOEL QUINTANILLA	*PRECINCT No. 1*
COMMISSIONER HECTOR " TITO " PALACIOS	*PRECINCT No. 2*
COMMISSIONER JOE M. FLORES	*PRECINCT No. 3*
COMMISSIONER JOSEPH PALACIOS	*PRECINCT No. 4*

THE COUNTY OF HIDALGO TEXAS

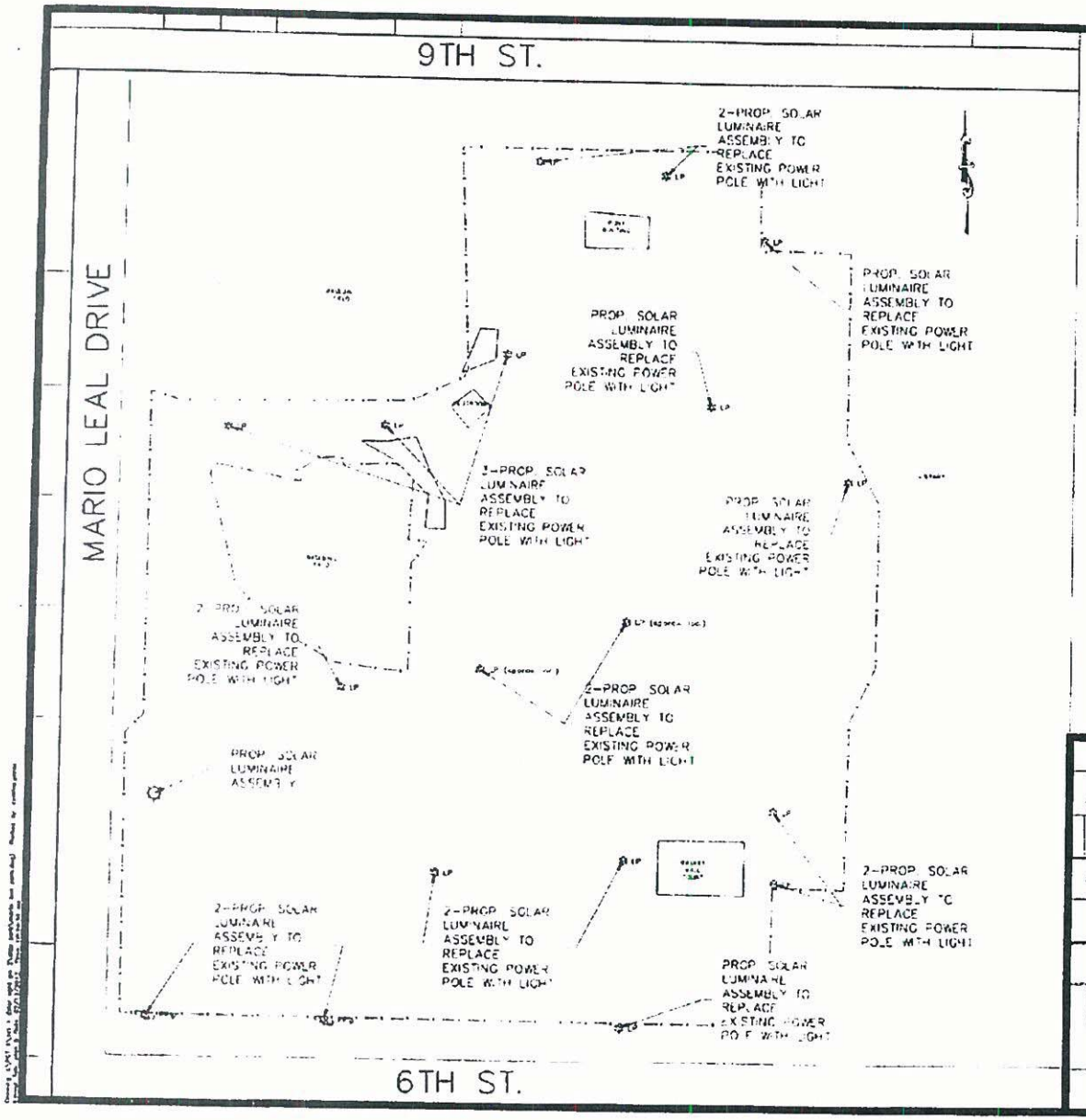
HIDALGO COUNTY
PLANNING DEPARTMENT

1304 S 25 TH STREET
EDINBURG TX 78539
TEL (956) 318-2640 ★ FAX (956) 318-2644
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. No 86374 on the above designated date.

REVISION:	DATE
HIDALGO COUNTY PCT 1 ADDED NEW SITES	1/20/12
HIDALGO COUNTY PCT 1 ADJUSTED SOLAR LIGHT LOCATIONS	1/20/12
HIDALGO COUNTY PCT 1 DELETED SITES AND ADJUSTED LOCATION OF SOLAR LIGHTS	2/03/12
HIDALGO COUNTY PCT 1 ADDED 11 MORE SOLAR LIGHTS	2/15/12



NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

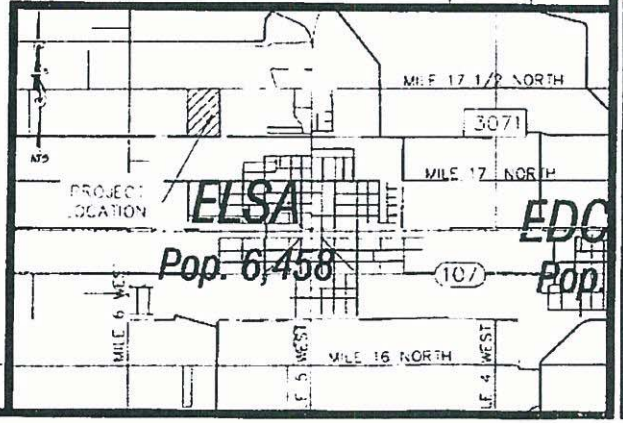
LUMINAIRE ARMS SHALL BE AIMED PERPENDICULAR TO THE CENTERLINE OF ROADWAY OR AS DIRECTED BY THE ENGINEER.

LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

LEGEND
- LIGHT POLE
- POWER POLE W/LIGHT
- POWER POLE

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	19



HIDALGO COUNTY PLANNING DEPARTMENT

HIDALGO COUNTY PRECINCT 1 PROJECT

MARIO LEAL PARK
CITY OF ELSA
PROPOSED LUMINAIRE ASSEMBLY

SCALE: NOT
DATE: 8-2-12
DESIGN: M. CONTRERAS
DRAWN: M. SOSA
CHECK: L. SOSA
SURVEY: M. LOZANO
PROJECT #:

SHEET
1 OF 1

EXHIBIT "C"

HIDALGO COUNTY PRECINCT #1 SOLAR LIGHTS PROJECT PHASE II
GRANT BUDGET

HIDALGO COUNTY PRECINCT #1 SOLAR LIGHTS PROJECT PHASE II
GRANT BUDGET

CITY	Amount Allocated	# of Installations
City of Mercedes	$73,548.72	9 Systems
City of Elsa	$147,097.44	18 Systems
City of Edcouch	$98,064.96	12 Systems
City of La Villa	$106,237.04	13 Systems
TOTAL:	**$424,948.16**	**52 Systems**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF LA VILLA, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

This Agreement is made and entered into this 28th day of February, 2012, by and between the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as "County") and the City of La Villa, Texas (hereinafter referred to as "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 was awarded a grant hereinafter referred to as "Recovery Act: County of Hidalgo, TX Energy Efficiency and Conservation Act" or the "Grant" identified as Award No. DE-EE0000912 and in the amount of THREE MILLION FIVE HUNDRED THRITY-NINE THOUSAND FIVE HUNDRED AND NO HUNDREDTHS DOLLARS ($3,539,500.00) from the U.S. Department of Energy ("DOE") through the Golden Field Office ("GFO"), of which certain funds are intended to be subcontracted to City for replacement of outdoor park lights (the "Project").

WHEREAS, the purpose of the Grant Project is to study the efficiency of the subject park lights and to determine the cost savings from the energy efficiency of said lights;

WHEREAS, the Grant allows County to use funds for certain activities while participating in this DOE approved project;

WHEREAS, the Grant requires County, as the grant recipient, to comply with certain terms and conditions more particularly described in **Exhibit "A"** attached hereto and titled "**Assistance Agreement and Special Terms and Conditions, Provision 2, Award Agreement Terms and Conditions**" dated March 31, 2010, and further requires any sub-recipient accepting funding from the Grant through a subcontract or agreement to also comply with certain provisions of the terms and conditions as stated in the attached **Exhibit "A"**;

WHEREAS, County and City desire to carry out DOE eligible activities as described in the Project Scope of Work: Plans and Specifications attached as **Exhibit "B"**;

WHEREAS, the County proposes to contract with City in order that the eligible activities described in **Exhibit "B"** can be carried out for the benefit of the residents of County and City;

WHEREAS, the property obtained with Grant funds (as described in the attached Exhibit "B") will be purchased by County of Hidalgo using the County's established and approved purchasing policies. The property will be subsequently distributed and installed for the participating City, which will be responsible for the security and maintenance of the property while in the possession of City;

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

SECTION I
RULES AND REGULATIONS

The City agrees to cooperate with the County in respect to the implementation of the Grant within its jurisdiction and as supported under Public Law 110-140, EISA 2007, Public Law 111-5, Department of Energy Recovery Act of 2009.

SECTION II
DEBARMENT/SUSPENSION CERTIFICATION

City certifies that City and its contractors/vendors associated with this Agreement 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 found at hhtp://www.epls.gov.

SECTION III
TERMS AND CONDITIONS AND STATEMENT OF WORK

City represents that it has read and understood the Assistance Agreement and accompanying terms and conditions between the County and the DOE attached hereto as **Exhibit "A"** and as a condition of participating in the Grant, City agrees to comply with all terms and conditions required of entities accepting funds through such agreement. County and City further agree to perform services as outlined in the attached **Exhibit "B"** for the replacement of certain light poles and ancillary lighting equipment as more specifically set forth in the attached **Exhibit "B"** and as delineated in the Grant Budget attached as **Exhibit "C".**

City agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from the replacement of light poles as set forth in **Exhibits "B" and "C".**

County shall not be liable for costs incurred or performances rendered by City before commencement of this Agreement or after termination of this Agreement.

SECTION IV
RECORDS AND REPORTS

City agrees to establish and maintain all necessary records and reports that may be necessary for reimbursement of Grant funds. County agrees to provide Grant reporting to the DOE and GFO as required under the Grant.

City understands that it is solely the City's responsibility to keep all records and reports pertaining to Grant activity within their municipality in a manner acceptable to County. Failure to maintain records and reports may result in forfeiture of the City's designated Grant funds.

SECTION V
MONITORING VISITS

City agrees to allow County to conduct on-site monitoring visits to assure compliance with applicable federal requirements, terms and conditions, and adequacy of timeliness of performance by City and those performance goals are being achieved, if applicable. City shall give DOE, GFO, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by City pertaining to this Agreement.

SECTION VI
AUDIT REQUIREMENTS

City and County agree to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

SECTION VII
SUSPENSION AND TERMINATION

City understands that this Agreement may be suspended or terminated if City materially fails to comply with the provisions of this Agreement or the provisions so listed in the attached Exhibits.

If City fails to fulfill in a timely and proper manner its obligations under this Agreement, or City violates any of the Agreements or stipulations of this Agreement, then the County shall provide City written notification such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. **Should any breach by the City of this Agreement relate to a violation of federal law or regulation that results in DOE or GFO demanding reimbursement from the County**

or the City or its successor, the County will terminate Agreement and seek reimbursement of all funds from City. City shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by City and County may withhold any payments to City for violations of state, local or federal regulations. Should the County become aware of any activity by City, which would jeopardize the County's position with DOE, GFO, or any other state or federal agency, or which would cause a payback of federal funds, than the County may take appropriate action including injunctive relief against City to prevent the transaction as aforesaid. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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 City.

SECTION VIII
ASSETS

City shall not purchase any asset unless so permitted by the County and such procurement shall be done in the form and manner so required by the County.

City shall not dispose of any asset improved or acquired in part or in whole with Grant funds during the Grant period or after expiration of the Grant period, without prior written approval of the County and County shall be reimbursed for the asset, if sold, in the full amount of the fair market value of the disposed asset. Upon such reimbursement to the County, the city shall become the owner of such asset purchased or acquired through the Grant funds and shall be responsible for the care, maintenance and repair of same. This reimbursement process shall also be applicable and in full force and effect for any asset which is no longer used for its intended Grant purpose by the City at any time during the Grant period or after expiration of the Grant period. Disposition of assets purchased with Grant funds shall comply with the requirements of 10 CFR 600.232.

City shall be responsible for the security and maintenance of any asset purchased with Grant funds while in the possession of City.

SECTION IX
LIABILITY FOR DISALLOWED COSTS

The City understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of City agreement funds. The City further understands and agrees that reimbursement to County of such disallowed costs shall be paid by the City from funds that were not provided or otherwise made available to City pursuant to this Agreement or any other federal contract.

SECTION X
INDEMNITY CLAUSE AND INSURANCE REQUIREMENT

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 programs, activities or events conducted pursuant to this Agreement.

City shall acquire, maintain and furnish to Count a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile 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.

SECTION XI
PROCUREMENT

The Parties agree to conform to their own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the Grant and/or this Agreement.

SECTION XII
CONFLICT OF INTEREST

City covenants that neither its elected officials, officers, employees, consultants, nor agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities funded by the Grant. City agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

City agrees that no person who is an elected official, officer, employee, consultant, or agent of the City's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in the attached Exhibit "A" during the Grant period or for a period of one (1) year thereafter.

City is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

SECTION XIII
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 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 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 are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction 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
P.O. Box 1356
Edinburg, TX 78539

If to City: City of La Villa
916 N. Mike Chapa Drive
La Villa, Texas 78562

Each notice, demand, request or communication which shall be delivered 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 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 County and City in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF LA VILLA, TEXAS

_____

Mayor

ATTEST

_____

City Secretary

THE COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

Office of Criminal District Attorney, Hidalgo County, Texas

_____
By: Josephine Ramirez Solis
Assistant District Attorney – County Affairs

EXHIBIT "A"

ASSISTANCE AGREEMENT AND SPECIAL TERMS AND CONDITIONS,
PROVISION 2, AWARD AGREEMENT TERMS AND CONDITIONS

ASSISTANCE AGREEMENT

1. Award No.	2. Modification No.	3. Effective Date	4. CFDA No.
DE-EE0000912		03/31/2010	81.128

5. Awarded To	6. Sponsoring Office	7. Period of Performance
HIDALGO, COUNTY OF Attn: VALDE GUERRA 100 E CANO ST 2ND FL EDINBURG TX 785394582	Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401	03/31/2010 through 03/30/2013

8. Type of Agreement	9. Authority	10. Purchase Request or Funding Document No.
[X] Grant [ ] Cooperative Agreement [ ] Other	PL 110-140, EISA 2007 PL 111-5, Recovery Act 2009	10EE001113

11. Remittance Address	12. Total Amount	13. Funds Obligated
HIDALGO, COUNTY OF Attn: VALDE GUERRA 100 E CANO ST 2ND FL EDINBURG TX 785394582	Govt. Share: $3,539,500.00 Cost Share : $0.00 Total : $3,539,500.00	This action: $3,539,500.00 Total : $3,539,500.00

14. Principal Investigator	15. Program Manager	16. Administrator
Erika Reyna Phone: 956-318-2600	Todd G. Allen Phone: 720-356-1634	Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393

17. Submit Payment Requests To	18. Paying Office	19. Submit Reports To
	OR for Golden U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4517 Oak Ridge TN 37831	See Attachment 2

20. Accounting and Appropriation Data

EECBG

21. Research Title and/or Description of Project

RECOVERY ACT: COUNTY OF HIDALGO, TX ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT

For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer Signature on File	
23. Name and Title	24. Date Signed	26. Name of Officer Sara J. Wilson	27. Date Signed 03/31/2010

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 103110834 In addition to this Assistance Agreement, this award consists of the items listed in the Special Terms and Conditions, Provision 2, Award Agreement Terms and Conditions. In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the project through the end of the current Budget Period, shown as 03/31/2010 through 03/30/2013. Please note that Blocks 12 and 13 of this Assistance Agreement indicate the Total Obligated Amount of this project, which is the Recipient's total allocation. The full allocation has been made available in ASAP; however, the restrictions outlined in Provision Number 15, National Environmental Policy Act (NEPA) Requirements; Provision Number 19, Subgrants and Loans; and Provision Number 20, Justification of Budget Costs in the Special Terms and Conditions, limit the amount that can be drawn down in ASAP. Funding drawdowns shall be made strictly in accordance with the Payment Procedures provision. Funds may NOT be drawn down to support activities or cost items that are conditioned without previously satisfying the requirements outlined in these provisions. DOE Award Administrator: Michelle Maher E-mail: michelle.maher@go.doe.gov Phone: 303-275-4826 DOE Project Officer: Todd Allen E-mail: todd.allen@go.doe.gov Phone: 720-356-1634 Recipient Business Officer: Erika Reyna E-mail: erika.reyna@hidalgocountyjudge.com Phone: 956-318-2600 Recipient Principal Investigator: Erika Reyna E-mail: erika.reyna@hidalgocountyjudge.com Phone: 956-318-2600 Electronic signature or signatures as used in this document means a method of signing an electronic message that-- Continued ... (A) Identifies and authenticates a particular				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0000912	3	3

NAME OF OFFEROR OR CONTRACTOR

HIDALGO, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents. ASAP: Yes Extent Competed: NOT AVAIL FOR COMP Davis-Bacon Act: YES Fund: 05796 Appr Year: 2009 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1005115 Project: 2004350 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331				

SPECIAL TERMS AND CONDITIONS

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1. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

2. AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Assistance Agreement, plus the following:

a. Special Terms and Conditions.
b. Attachments:

Attachment Number	Title
1.	Statement of Project Objectives
2.	Federal Assistance Reporting Checklist and Instructions
3.	Budget Pages (SF 424A)

c. DOE Assistance Regulations, 10 CFR Part 600 at http://ecfr.gpoaccess.gov.
d. Application/proposal as approved by DOE.
e. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm.

3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by the Department of Energy, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of the award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

4. PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.

b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disperse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.

d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

e. Agency approval of payments. Based on review of your current A-133 Audit Report results, DOE may require Agency pre-approval of payments. If the Agency approval requirement is in effect for your award, the ASAP system will indicate that Agency approval is required when you submit a request for advance payment. The DOE payment authorizing official may request additional information to justify the payment request, as deemed necessary.

5. CEILING ON ADMINISTRATIVE COSTS

a. Local government and Indian Tribe Recipients may not use more than 10 percent of amounts provided under this program, or $75,000, whichever is greater (EISA Sec 545 (b)(3)(A)), for administrative expenses, excluding the costs of meeting the reporting requirements under Title V, Subtitle E of EISA. These costs should be captured and summarized for each activity under the Projected Costs Within Budget: Administration.

b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored project, unless approved by the Contracting Officer.

6. LIMITATIONS ON USE OF FUNDS

a. By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, for gambling establishments, aquariums, zoos, golf courses or swimming pools.

b. Recipients may not use more than 50 percent of the amounts provided for the establishment of a loan loss reserve.

c. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or $250,000, whichever is greater (EISA Sec 545 (b)(3)(B)), for the establishment of revolving loan funds.

d. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or $250,000, whichever is greater (EISA Sec 545 (b)(3)(C)), for subgrants to nongovernmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government or Indian tribe.

7. INDIRECT COSTS AND FRINGE BENEFITS ARE NOT REIMBURSABLE

The budget for this award does not include indirect costs or fringe benefits. Therefore, these expenses shall not be charged to nor reimbursement requested for this project nor shall the indirect and fringe benefit costs from this project be allocated to any other federally sponsored project. In addition, indirect costs and fringe benefits shall not be counted as cost share unless approved by the Contracting Officer. This restriction does not apply to subawardees' indirect and fringe benefit costs.

8. USE OF PROGRAM INCOME

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and used to further eligible project objectives.

9. STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

10. SITE VISITS

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

11. REPORTING REQUIREMENTS

a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with

the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

b. Additional Recovery Act Reporting Requirements are found in the Provision below labeled: "REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT."

12. PUBLICATIONS

a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)]."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

13. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits, ensure the safety and structural integrity of any repair, replacement, construction and/or alteration, and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

14. LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of

Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

15. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project.

If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

You are prohibited from implementing energy efficiency improvements and renewable energy generation opportunities, including demolition, repair, replacement, installation, construction, disposal, or alteration activities until such time that you comply with the Waste Stream and Historic Preservation clauses.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

If you intend to make changes to the scope or objective of your project you are required to contact the DOE Project Officer identified in Block 15 of the Assistance Agreement before proceeding. You must receive notification of approval from the DOE Contracting Officer prior to commencing with work beyond that currently approved.

Activity 1 - DELETED (Sunset Park Efficient Light Project)

Activity 2 - Hidalgo County, Pct 2 Multipurpose Building Renewable Energy Component
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review.

Activity 3 - DELETED (Solar Power Retrofit of Multipurpose Facilities)

Activity 4 - Energy Efficiency and Conservation through the Installation of LED Lights
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review.

Activity 5 - Passenger Rail Study
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review. This categorical exclusion only applies to strategy development through studies, analyses, audits, fact or information gathering, and other similar report writing or administrative activities necessary to develop an energy efficiency and conservation strategy, and does not apply to any implementation activities.

Activity 6 - Hidalgo County Recycles
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review.

Activity 7 - Solar Powered Generators
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review.

Activity 8 - DELETED (Solar Power Retrofit of Administration Building)

Activity 9 - Hidalgo County Energy Efficiency and Conservation Strategy
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review. This categorical exclusion only applies to strategy development through studies, analyses, audits, fact or information gathering, and other similar report writing or administrative activities necessary to develop an energy efficiency and conservation strategy, and does not apply to any implementation activities.

Activity 10 – Solar Lights for the Colonias
This activity is bounded by the signed Statement of Work (SOW) for Expedited NEPA review. DOE has made a final NEPA determination for this activity, which is categorically excluded from further NEPA review.

Activity 11 – Park Efficient Light Project
This activity is bounded by the signed Statement of Work (SOW) for Expedited NEPA review. DOE has made a final NEPA determination for this activity, which is categorically excluded from further NEPA review.

16. HISTORIC PRESERVATION

Prior to the expenditure of Project funds to alter any historic structure or site, the Recipient or subrecipient shall ensure that it is compliant with Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. If applicable, the Recipient or subrecipient must contact the State Historic Preservation Officer (SHPO), and the Tribal Historic Preservation Officer (THPO) to coordinate the Section 106 review outlined in 36 CFR Part 800. In the event that a State, State SHPO and DOE enter into a Programmatic Agreement, the terms of that Programmatic Agreement shall apply to all recipient and subrecipient activities within that State. SHPO contact information is available at the following link: http://www.ncshpo.org/find/index.htm.THPO contact information is available at the following link: http://www.nathpo.org/map.html. Section 110(k) of the NHPA applies to DOE funded activities.

The Recipient or subrecipient certifies that it will retain sufficient documentation to demonstrate that the Recipient or subrecipient has received required approval(s) from the SHPO or THPO for the Project. Recipients or subrecipients shall avoid taking any action that

results in an adverse effect to historic properties pending compliance with Section 106. The Recipient or subrecipient shall deem compliance with Section 106 of the NHPA complete only after it has received this documentation. The Recipient or subrecipient shall make this documentation available to DOE on DOE's request (for example, during a post-award audit). Recipient will be required to report annually on September 1 the disposition of all historic preservation consultations by category.

17. WASTE STREAM

The Recipient assures that it will create or obtain a waste management plan addressing waste generated by a proposed Project prior to the Project generating waste. This waste management plan will describe the Recipient's or subrecipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project. The Recipient shall ensure that the Project is in compliance with all Federal, state and local regulations for waste disposal. The Recipient shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit).

18. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (ii) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

19. SUBGRANTS AND LOANS

a. The Recipient hereby warrants that it will ensure that all activities by sub-grantee(s) and loan recipients to accomplish the approved Project Description or Statement of Project Objectives are eligible activities under 42 U.S.C. 171534(1)-(13). State recipients hereby warrant that they will ensure that all activities by sub-grantee(s) and loan recipients pursuant to 42 U.S.C. 17155(c)(1)(A) to accomplish the approved Project Description or Statement of Project objects are eligible activities under 42 U.S.C. 171534(3)-(13).

b. Upon the Recipient's selection of the sub-grantee(s) and loan recipients, the Recipient shall notify (i.e. approval not required) the DOE Contracting Officer with the following information for each, regardless of dollar amount:
   - Name of Sub-Grantee
   - DUNS Number
   - Award Amount
   - Statement of work including applicable activities

   State recipients shall notify the DOE Contracting Officer with the above information within 180 days of the award date in Block 27 of the Assistance Agreement Cover Page.

a. In addition to the information in paragraph b. above, for each sub-grant and loan that has an estimated cost greater than $10,000,000, the recipient must submit for approval by the Contracting Officer, a SF424A Budget Information – Nonconstruction Programs, and PMC 123.1 Cost Reasonableness Determination for Financial Assistance (available at http://www.eere-pmc.energy.gov/forms.aspx).

20. JUSTIFICATION OF BUDGET COSTS

a. In the original application, the recipient did not provide sufficient information to justify the approval or release of funds for the proposed activities. In order to receive reimbursement for the costs associated with the activities listed in the approved Statement of Project Objectives (SOPO), a justification for all proposed costs must be submitted to the DOE Contracting Officer.

b. The Recipient must provide justification for the following costs:

Contractual Costs:
1. The recipient shall provide the following information for each individual or company that will receive EECBG funding, regardless of dollar amount:
- Name
- DUNS Number
- Award Amount
- Statement of work including applicable activities
- NEPA documentation, as applicable

2. In addition to the information in paragraph 1 above, for each individual or company that has an estimated cost greater than $10,000,000, the Recipient must submit a separate SF424A Budget Information – Nonconstruction Programs, and Budget Justification. The DOE Contracting Officer may require additional information concerning these individuals or companies prior to providing written approval.

c. Upon written notification and/or approval by the Contracting Officer, the Recipient may then receive payment for the activities listed in the approved SOPO for allowable costs incurred in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement. These written notifications and/or approvals will be incorporated into the award by formal modification at a future date.

21. ADVANCE UNDERSTANDING CONCERNING PUBLICLY FINANCED ENERGY IMPROVEMENT PROGRAMS

The parties recognize that the Recipient may use funds under this award for Property-Assessed Clean Energy (PACE) loans, Sustainable Energy Municipal Financing, Clean Energy Assessment Districts, Energy Loan Tax Assessment Programs (ELTAPS), or any other form or derivation of Special Taxing District whereby taxing entities collect payments

through increased tax assessments for energy efficiency and renewable energy building improvements made by their constituents. The Department of Energy intends to publish "Best Practices" or other guidelines pertaining to the use of funds made available to the Recipient under this award pertaining to the programs identified herein. By accepting this award, the Recipient agrees to incorporate, to the maximum extent practicable, those Best Practices and other guidelines into any such program(s) within a reasonable time after notification by DOE that the Best Practices or guidelines have been made available. The Recipient also agrees, by its acceptance of this award, to require its sub-recipients to incorporate to the maximum extent practicable the best practices and other guideline into any such program used by the sub-recipient.

22. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data
The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not

be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:
- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:
- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor – For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that

includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

23. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

a. This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

b. The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.

c. Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (*http://www.ccr.gov*) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (*http://www.dnb.com*) is one of the requirements for registration in the Central Contractor Registration.

d. The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at *http://www.FederalReporting.gov* and ensure that any information that is pre-filled is corrected or updated as needed.

24. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

*Special Note: Definitization of the Provisions entitled, "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" and "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" will be done upon definition and review of final activities.

25. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Recipient determines at any time that any construction, alteration, or repair activity on a public building or public works will be performed during the course of the project, the Recipient shall notify the Contracting Officer prior to commencing such work and the following provisions shall apply.

(a) *Definitions.* As used in this award term and condition--

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been--

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111--5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows: None.

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that-

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including--

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
(B) Unit of measure;
(C) Quantity;
(D) Cost;
(E) Time of delivery or availability;
(F) Location of the project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of

the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
Item 2:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

26. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition--

Designated country --

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei (Taiwan), Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom; or

(4) An Agreement between Canada and the United States of America on Government Procurement country (Canada).

Designated country iron, steel, and/or manufactured goods –

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good –

(1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was

transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.*

(1) The award term and condition described in this section implements-

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. As of January 1, 2010, this obligation shall only apply to projects with an estimated value of $7,804,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows: None.

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that--

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including--

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
(B) Unit of measure;
(C) Quantity;
(D) Cost;
(E) Time of delivery or availability;
(F) Location of the project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the

construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

27. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

28. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A–102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at *http://www.whitehouse.gov/omb/circulars/a102/a102.html.*

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at *http://www.whitehouse.gov/omb/circulars/a133/a133.html.* This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

29. DAVIS-BACON ACT AND CONTRACT WORKHOURS AND SAFETY STANDARD ACT

Definitions: For purposes of this provision, "Davis Bacon Act and Contract Work Hours and Safety Standards Act," the following definitions are applicable:

(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and

wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."

(3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, *provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set

aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in

excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than

the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(c) Recipient Responsibilities for Davis Bacon Act

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

(i) Obtain, maintain, and monitor all Davis Bacon Act (DBA) certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;

(ii) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;

(iii) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (ii) above;

(iv) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;

(v) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;

(vi) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;

(vii) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and

(viii) Provide copies of all records upon request by DOE or DOL in a timely manner.

(d) Rates of Wages

The prevailing wage rates determined by the Secretary of Labor can be found at http://www.wdol.gov/.

EXHIBIT "B"

HIDALGO COUNTY PRECINCT #1 SOLAR LIGHTS PROJECT PHASE II
PROJECT SCOPE OF WORK: PLANS AND SPECIFICATIONS

SECTION 30050

SOLAR POWERED LIGHTS

1. SCOPE OF PROJECT

1.1 Design: All components of the solar lighting system shall be mounted on the pole and shall not be accessible from the ground without mechanical means.

1.2 Operation: Lights shall be stand-alone solar powered systems and shall not be connected to grid power. Overall, the system shall operate automatically without the use of a separate photo cell. The solar panel itself shall act as a photocell. It shall sense a low light level at dusk and shall turn the light on to run full from dusk to dawn, and shall adjust automatically as the days get longer. These functions shall be regulated by the controller. There shall be no day to day maintenance or adjustment required. All of the controller settings shall be done at the factory.

1.3 Warranty: Proposal submitted without written warranties will be considered non-responsive. Contractor shall meet or exceed the following list of warrantles.

* Solar panel: 25 Years
* Aluminum Arm: 20 Years
* Aluminum Pole: 20 Years
* Reflector: 10 Years
* Battery: 5 Years
* LED Lamps: 5 Years
* Aluminum Panel Backing: 20 Years
* Aluminum Bracket: 20 Years
* Battery Box: 20 Years
* Luminaire: 5 Years
* Controller: 5 Years

1.4 Submittals: Contractor shall submit copies of manufacturer's owner manual and maintenance manual.

1.5 Light Levels: Light level requirements must comply with the Illuminating Engineering Society of North America (IESNA) recommendations to determine appropriate lighting level requirements for application.

2. PERFORMANCE CRITERIA AND CONSIDERATIONS.

- Solar panels shall be protected on top by tempered glass.
- Each unit shall be free standing and self-contained.
- The system shall be powered by sunlight.
- LED light source shall consist of multi-junction strip type LED's.
- 100,000 hours rated lamp life.
- 2182 lumens total output with no lens losses from LED packaging.
- 5500 Kelvin – bright white color light.

- 10 days autonomy (battery reserve) for all weather conditions.
- Advanced Power Management LED driver to extend lamp operation and conserve battery power in times of extended inclement weather.
- The system shall be mounted high on the pole for vandal resistance and no wires shall run through the pole to the ground.
- System shall be sized in accordance with United States Department Of Energy specifications for this type of system.
- System shall automatically adjust light during periods of inclement weather to ensure that the lights are constantly on.

3. WRITTEN SPECIFICATIONS

3.1 Solar Power Unit

The solar module shall contain polycrystalline solar cells, protected on the upper surface by low iron tempered glass. The solar module shall have a rugged aluminum frame which connects to brackets for attachment to the mounting arm at a 45 degree tilt. All wiring connections shall be with weathered resistant plugs as to keep installation simple, eliminate incorrect wiring, and prevent exposure to corrosion. Stainless steel hardware shall be used throughout. Solar modules shall carry a 25 year manufacturer's warranty.

The solar module array shall exhibit the following characteristics:

Cells:	ploy-crystalline silicon cells
Total Watts:	300 watts
Tilt Angle:	45 degrees
Connections:	Weather resistant plug, 4 & 2 pin, color coded

3.2 Fixture

The overhead fixture shall be a die cast corrosion resistant aluminum style fixture with a glass swag lens. Fixture enclosure is to be water tight, sealed, dust and insect free with electrostatic powder-coated finish. Fixture and light source will contain no mercury or lead and present no environmental disposal issues. The electrical connection shall be with weather resistant plugs to simplify installation, eliminate reverse wiring, and prevent exposure to corrosion.

The fixture shall exhibit the following characteristics:

Type:	Die cast corrosion resistant aluminum style fixture
Finish:	Electrostatic powder-coated finish
Fixture Enclosure:	Water tight, sealed, dust and insect free
Lens:	Swag glass lens with Intrusion Protection

3.3 Light Source (LED Light Emitting Diode)

The light source shall be solid-state strip LED (light emitting diode) with digital driver. 100,000 hour rated lamp life, 25 watt LED, 90 lumens per watt out of fixture at rated power.

LED's should be multi-junction strip type LED's – 4 strips per quad, and 48 LED's per strip for a total of 192 LED's per quad. Each fixture shall have one quad for a total of 192 LED's. System shall have no lens losses from the LED packaging and reflector coated to prevent degradation of reflective surface with a 50G shock rating.

The light source (LED) shall exhibit the following characteristics:

Type:	Strip LED with digital driver
Rated lamp life:	100,000 hours
Lamp Lumens:	90 lumens per watt at rated power
LED:	LED 25 watt, 5500 Kelvin 50,000 hour guaranteed lamp life
Heat Removal:	LED's mounted directly to heat sinking plate
Reflector:	Reflector system captures light emitted from the LED and directs to the targeted area.
Shock Rating:	50G's
Environmental Issues:	No environmental issues. System contains no mercury or lead.
LED Drive:	Electronic driver
Capacitors:	No electrolytic capacitors shall be used.
Power Management:	Power Management shall conserve battery power in times of extended inclement weather.

3.4 Controller

The controller shall be a microprocessor based charge controller designed exclusively for the running of solar lighting applications. Controller shall feature automatic charge termination for batteries. Low voltage disconnect shall be set to extend battery life. Controller shall autosense system voltage and shall have weatherproof connectors. It shall be circuit protected with UL approved weather sealing and a charge current rating of 20 amps.

Controller shall be located inside the battery box. Controller shall be factory pre-set for full dusk to dawn operation (approximately 13.5 hours).

Charge/Load Controller shall exhibit the following characteristics:

Method of Charge:	Pulse width modulation charging algorithm

LVD Disconnect:	Set to extend battery life
Test routines:	Built in for checking installation of solar lighting system.
Connectors:	Weatherproof connectors
Location:	Controller located inside battery box
Run time:	Factory pre-set full dusk to dawn operation (approximately 13.5 hours).

3.5 Battery and Battery Enclosure

Battery shall be of sealed valve, regulated gel type, requiring no maintenance, air shippable, capable of 1300 minimum cycles to 30% depth of discharge, and rated for 99 amp hours at the 100 hour rate. 10 days autonomy (battery reserve) for all weather conditions. The wire harness shall include a weather resistant ATO fuse holder and plug to eliminate system failure due to corrosion, and accommodate quick/easy installation.

The Battery enclosure shall be aluminum, vented and shaded by solar array with access door loaded from front. Battery enclosure shall house battery and controller. Entire unit shall be shaded by the panels to avoid heat and mounted high on the pole to avoid vandalism.

The battery shall exhibit the following characteristics:

Type:	Sealed valve regulated gel
Voltage:	12 volts each
Location of Box:	High on pole, under panels, avoids heat and vandalism
Enclosure:	Aluminum vented
Access Door:	Loaded from front
Battery Reserve:	10 days
Power Management:	Protects battery life in periods of bad weather
Regular Maintenance:	None

3.6 Brackets and Arms

The support frame shall be constructed of tubular extruded aluminum. The fixture support arm shall be constructed of aluminum tube. All hardware shall be stainless steel. The overall Effective Projected Area of the entire system including luminaire shall not exceed 28 square feet.

Solar Array Support Frame:	Side of pole
Angle of Tile:	45 degrees
Fixture Support Arm:	10 feet aluminum
Material:	Aluminum
Hardware:	Stainless Steel

3.7 Pole

Standard wood pole to support proposed luminaire system shall be provided and installed by Contractor. Wood pole shall meet American National Standards Institute (ANSI) Standard Specifications for Wood Poles.

3.8 Wire Connections

All wire connections shall be with weather resistant plugs, keyed to make installation quick and easy and to eliminate failure due to corrosion and incorrect wiring.

3.9 Concrete Base

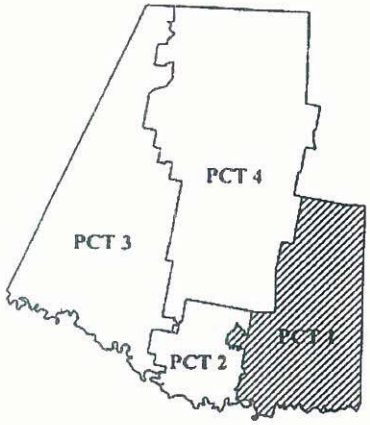
In the event that ground conditions require the use of a concrete base for the embeddedment of the poles, the Contractor shall provide a fixed cost to secure that the poles are anchored to support the luminaire system.

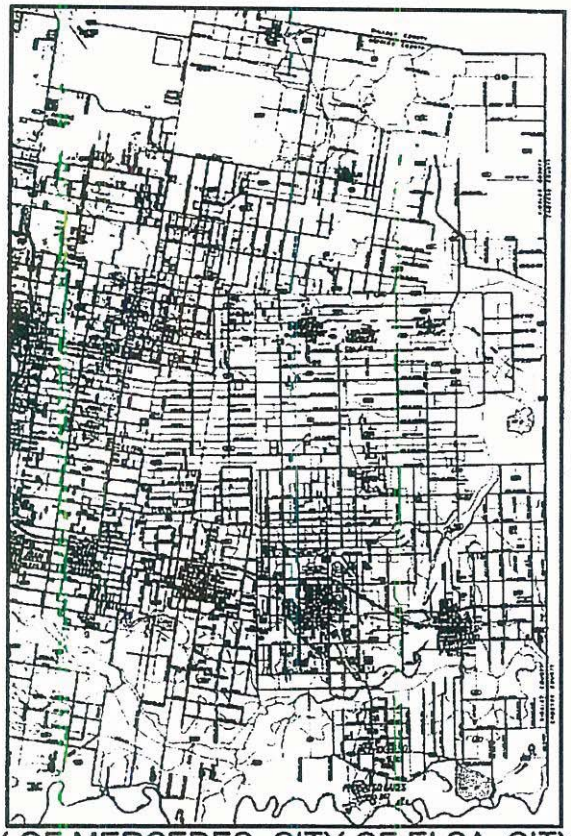
4.0 PAYMENT

Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required for the work in accordance with the plans and these specifications. Any incidental work incurred by contractor to accomplish said plans, specifications, and contract pay items, shall be deemed to be included in the project and therefore shall not be considered for additional compensation.

*** * * END OF SECTION * * ***

HIDALGO COUNTY PRECINCT No. 1 SOLAR LIGHTS PROJECT PH 2





CITY OF MERCEDES, CITY OF ELSA ,CITY OF EDCOUCH, AND CITY OF LA VILLA

RAMON GARCIA	*COUNTY JUDGE*
COMMISSIONER JOEL QUINTANILLA	*PRECINCT No. 1*
COMMISSIONER HECTOR " TITO " PALACIOS	*PRECINCT No. 2*
COMMISSIONER JOE M. FLORES	*PRECINCT No. 3*
COMMISSIONER JOSEPH PALACIOS	*PRECINCT No. 4*

THE COUNTY OF HIDALGO TEXAS

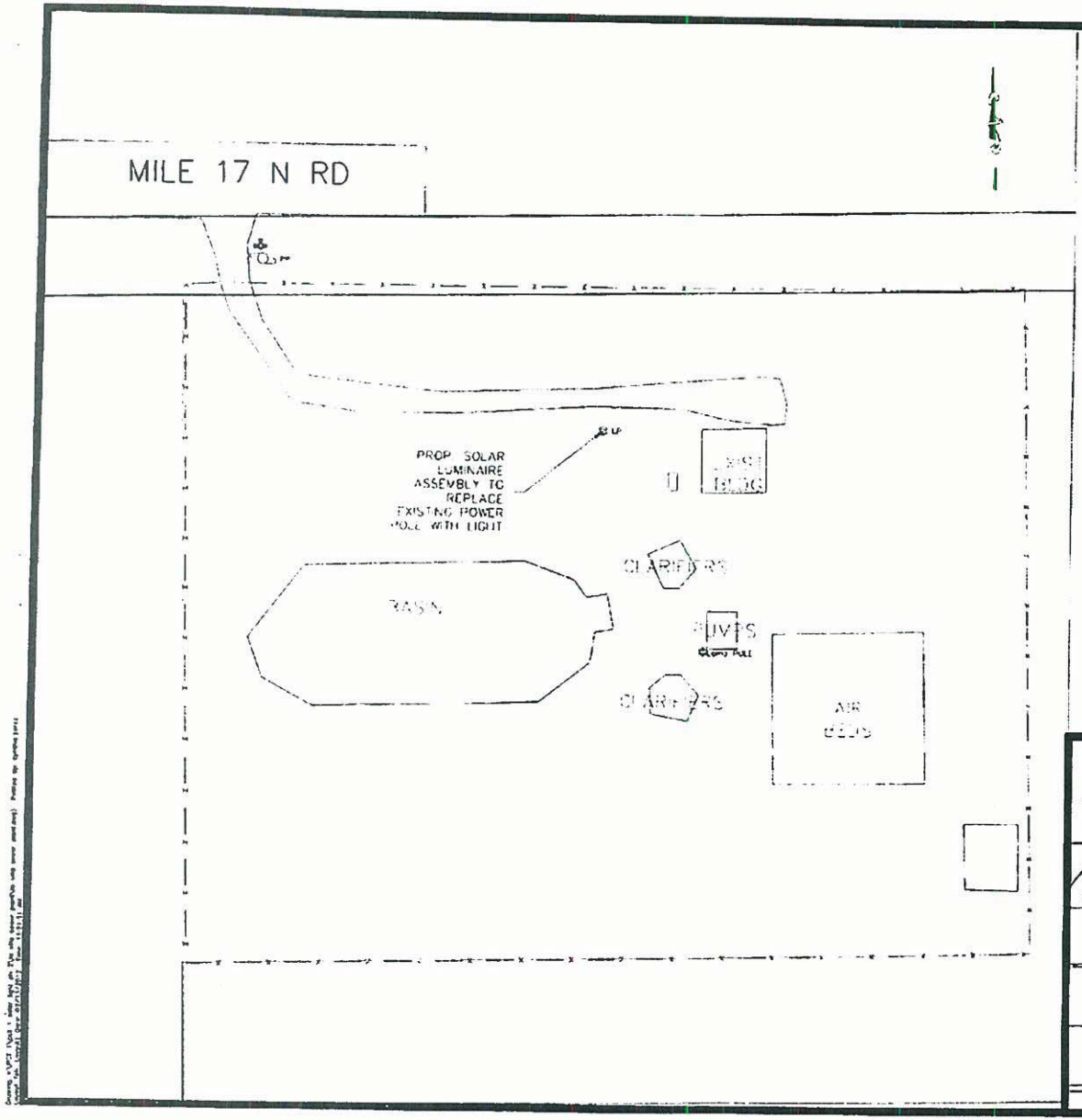
HIDALGO COUNTY
PLANNING DEPARTMENT

1304 S 25 TH STREET
EDINBURG TX 78539
TEL (956) 318-2640 FAX (956) 318-2644
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

REVISION:	DATE
HIDALGO COUNTY PCT 1 ADDED NEW SITES	11/20/11
HIDALGO COUNTY PCT 1 ADJUSTED SOLAR LIGHT LOCATIONS	1/20/11
HIDALGO COUNTY PCT 1 DELETED SITES AND ADJUSTED LOCATION OF SOLAR LIGHTS	2/03/12
HIDALGO COUNTY PCT 1 ADDED 11 MORE SOLAR LIGHTS	2/15/12



NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

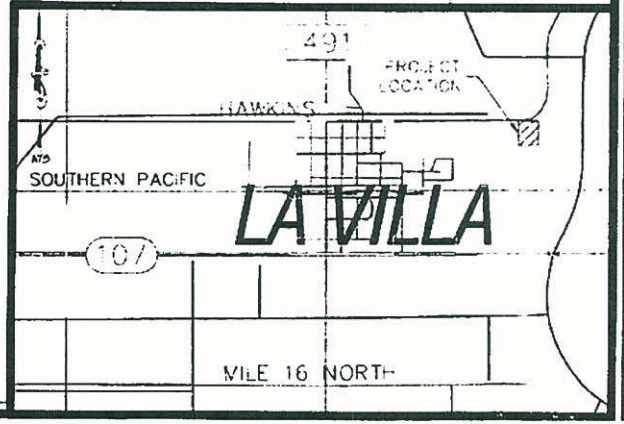
LUMINAIRE ARMS SHALL BE AIMED PERPENDICULAR TO THE CENTERLINE OF ROADWAY OR AS DIRECTED BY THE ENGINEER.

LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

LEGEND
- POLE
- LIGHT POLE
- POWER POLE W/LIGHT
- POWER POLE

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	1



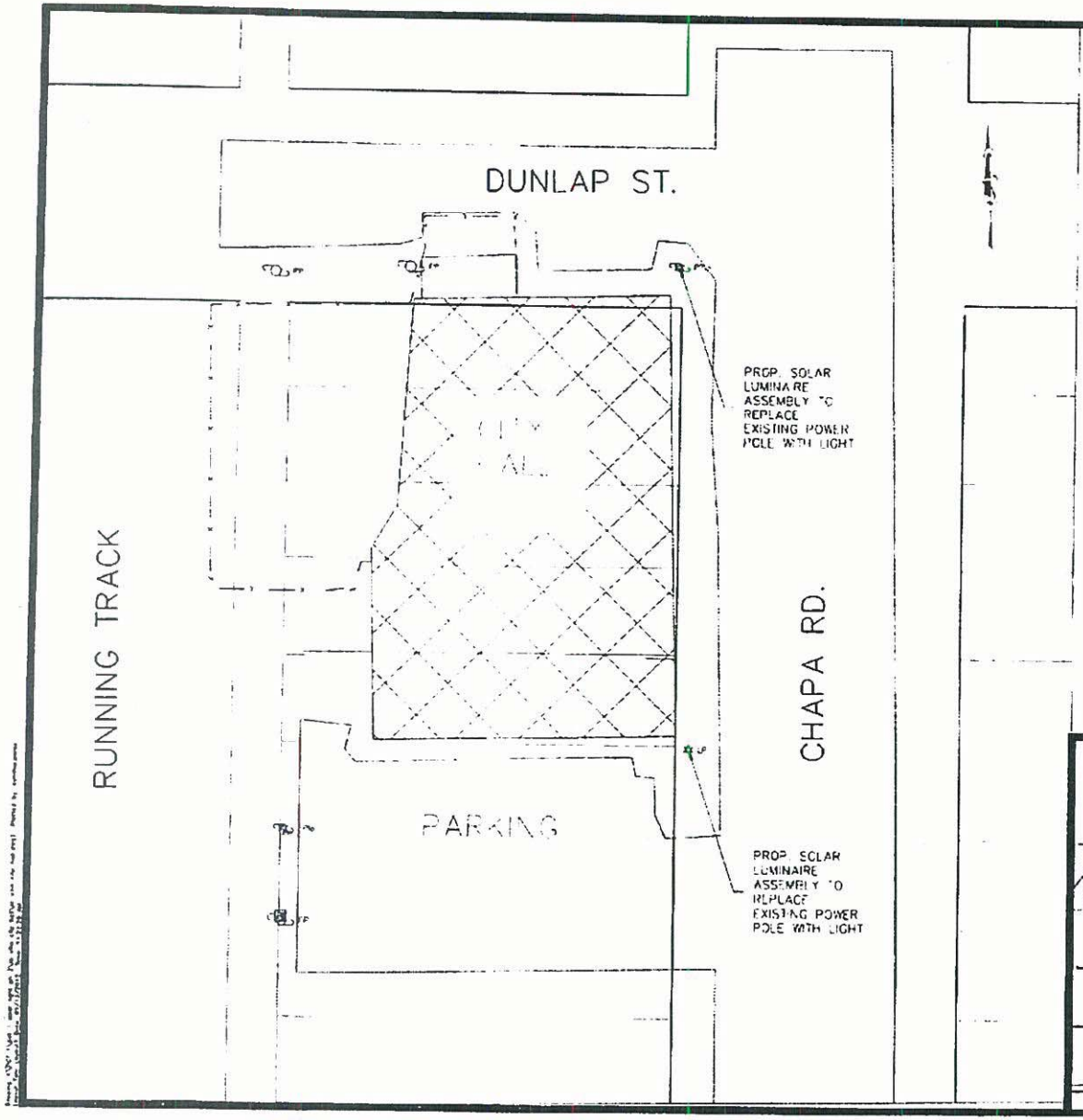
HIDALGO COUNTY PLANNING DEPARTMENT

HIDALGO COUNTY PRECINCT 1 PROJECT

CITY OF LA VILLA
WASTE WATER
TREATMENT PLANT
PROPOSED LUMINAIRE ASSEMBLY

SCALE: 1"=20'
DATE: 8-2-11
DRAWN BY: CHRISTOPHER
DESIGNED BY: R.SOSA
REVISED BY: R.SOSA
SURVEYED BY: E.DIAZ
PROJECT #:

SHEET
1 OF 1



NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

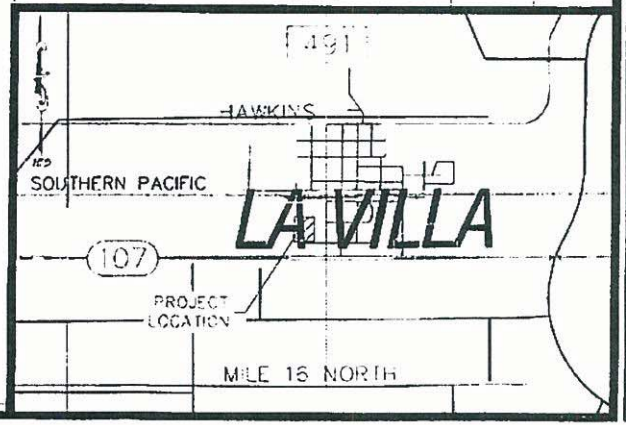
LUMINAIRE ARMS SHALL BE AIMED PERPENDICULAR TO THE CENTERLINE OF ROADWAY OR AS DIRECTED BY THE ENGINEER.

LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

LEGEND
- POLE
- LIGHT POLE
- POWER POLE W/LIGHT
- POWER POLE

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	2



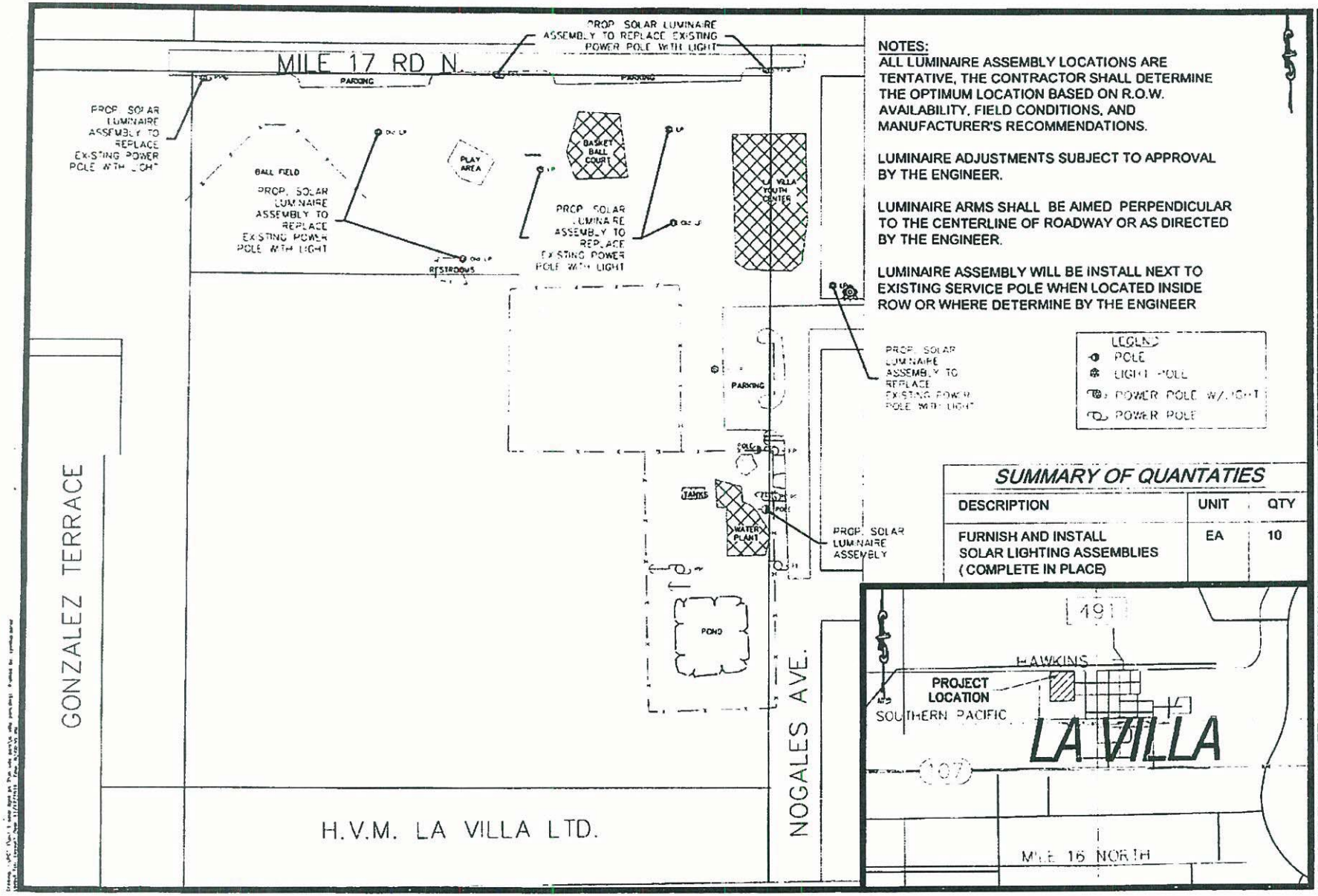
HIDALGO COUNTY PLANNING DEPARTMENT

HIDALGO COUNTY PRECINCT 1 PROJECT

CITY OF LA VILLA
CITY HALL
PROPOSED LUMINAIRE ASSEMBLY

SCALE: 1"=20'
DATE: 6-8-12
DRAWN BY: CASTILLEJO
DESIGNED BY: R.SOSA
REVISED BY: R.SOSA
SURVEYED BY: E.DORO
PROJECT FILE:

SHEET
1 OF 1



HIDALGO COUNTY PLANNING DEPARTMENT

HIDALGO COUNTY PRECINCT 1 PROJECT

CITY OF LA VILLA
YOUTH CENTER, PARK AND WATER PLANT
PROPOSED LUMINAIRE ASSEMBLY

SHEET 1OF1

EXHIBIT "C"

HIDALGO COUNTY PRECINCT #1 SOLAR LIGHTS PROJECT PHASE II
GRANT BUDGET

HIDALGO COUNTY PRECINCT #1 SOLAR LIGHTS PROJECT PHASE II
GRANT BUDGET

CITY	Amount Allocated	# of Installations
City of Mercedes	$73,548.72	9 Systems
City of Elsa	$147,097.44	18 Systems
City of Edcouch	$98,064.96	12 Systems
City of La Villa	$106,237.04	13 Systems
TOTAL:	**$424,948.16**	**52 Systems**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

This Agreement is made and entered into this 28th day of February, 2012, by and between the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as "County") and the City of Mercedes, Texas (hereinafter referred to as "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 was awarded a grant hereinafter referred to as "Recovery Act: County of Hidalgo, TX Energy Efficiency and Conservation Act" or the "Grant" identified as Award No. DE-EE0000912 and in the amount of THREE MILLION FIVE HUNDRED THRITY-NINE THOUSAND FIVE HUNDRED AND NO HUNDREDTHS DOLLARS ($3,539,500.00) from the U.S. Department of Energy ("DOE") through the Golden Field Office ("GFO"), of which certain funds are intended to be subcontracted to City for replacement of outdoor park lights (the "Project").

WHEREAS, the purpose of the Grant Project is to study the efficiency of the subject park lights and to determine the cost savings from the energy efficiency of said lights;

WHEREAS, the Grant allows County to use funds for certain activities while participating in this DOE approved project;

WHEREAS, the Grant requires County, as the grant recipient, to comply with certain terms and conditions more particularly described in **Exhibit "A"** attached hereto and titled "**Assistance Agreement and Special Terms and Conditions, Provision 2, Award Agreement Terms and Conditions**" dated March 31, 2010, and further requires any sub-recipient accepting funding from the Grant through a subcontract or agreement to also comply with certain provisions of the terms and conditions as stated in the attached **Exhibit "A"**;

WHEREAS, County and City desire to carry out DOE eligible activities as described in the Project Scope of Work: Plans and Specifications attached as **Exhibit "B"**;

WHEREAS, the County proposes to contract with City in order that the eligible activities described in **Exhibit "B"** can be carried out for the benefit of the residents of County and City;

WHEREAS, the property obtained with Grant funds (as described in the attached Exhibit "B") will be purchased by County of Hidalgo using the County's established and approved purchasing policies. The property will be subsequently distributed and installed for the participating City, which will be responsible for the security and maintenance of the property while in the possession of City;

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

SECTION I
RULES AND REGULATIONS

The City agrees to cooperate with the County in respect to the implementation of the Grant within its jurisdiction and as supported under Public Law 110-140, EISA 2007, Public Law 111-5, Department of Energy Recovery Act of 2009.

SECTION II
DEBARMENT/SUSPENSION CERTIFICATION

City certifies that City and its contractors/vendors associated with this Agreement 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 found at hhtp://www.epls.gov.

SECTION III
TERMS AND CONDITIONS AND STATEMENT OF WORK

City represents that it has read and understood the Assistance Agreement and accompanying terms and conditions between the County and the DOE attached hereto as **Exhibit "A"** and as a condition of participating in the Grant, City agrees to comply with all terms and conditions required of entities accepting funds through such agreement. County and City further agree to perform services as outlined in the attached **Exhibit "B"** for the replacement of certain light poles and ancillary lighting equipment as more specifically set forth in the attached **Exhibit "B"** and as delineated in the Grant Budget attached as **Exhibit "C".**

City agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from the replacement of light poles as set forth in **Exhibits "B" and "C".**

County shall not be liable for costs incurred or performances rendered by City before commencement of this Agreement or after termination of this Agreement.

SECTION IV
RECORDS AND REPORTS

City agrees to establish and maintain all necessary records and reports that may be necessary for reimbursement of Grant funds. County agrees to provide Grant reporting to the DOE and GFO as required under the Grant.

City understands that it is solely the City's responsibility to keep all records and reports pertaining to Grant activity within their municipality in a manner acceptable to County. Failure to maintain records and reports may result in forfeiture of the City's designated Grant funds.

SECTION V
MONITORING VISITS

City agrees to allow County to conduct on-site monitoring visits to assure compliance with applicable federal requirements, terms and conditions, and adequacy of timeliness of performance by City and those performance goals are being achieved, if applicable. City shall give DOE, GFO, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by City pertaining to this Agreement.

SECTION VI
AUDIT REQUIREMENTS

City and County agree to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

SECTION VII
SUSPENSION AND TERMINATION

City understands that this Agreement may be suspended or terminated if City materially fails to comply with the provisions of this Agreement or the provisions so listed in the attached Exhibits.

If City fails to fulfill in a timely and proper manner its obligations under this Agreement, or City violates any of the Agreements or stipulations of this Agreement, then the County shall provide City written notification such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. **Should any breach by the City of this Agreement relate to a violation of federal law or regulation that results in DOE or GFO demanding reimbursement from the County**

or the City or its successor, the County will terminate Agreement and seek reimbursement of all funds from City. City shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by City and County may withhold any payments to City for violations of state, local or federal regulations. Should the County become aware of any activity by City, which would jeopardize the County's position with DOE, GFO, or any other state or federal agency, or which would cause a payback of federal funds, than the County may take appropriate action including injunctive relief against City to prevent the transaction as aforesaid. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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 City.

SECTION VIII
ASSETS

City shall not purchase any asset unless so permitted by the County and such procurement shall be done in the form and manner so required by the County.

City shall not dispose of any asset improved or acquired in part or in whole with Grant funds during the Grant period or after expiration of the Grant period, without prior written approval of the County and County shall be reimbursed for the asset, if sold, in the full amount of the fair market value of the disposed asset. Upon such reimbursement to the County, the city shall become the owner of such asset purchased or acquired through the Grant funds and shall be responsible for the care, maintenance and repair of same. This reimbursement process shall also be applicable and in full force and effect for any asset which is no longer used for its intended Grant purpose by the City at any time during the Grant period or after expiration of the Grant period. Disposition of assets purchased with Grant funds shall comply with the requirements of 10 CFR 600.232.

City shall be responsible for the security and maintenance of any asset purchased with Grant funds while in the possession of City.

SECTION IX
LIABILITY FOR DISALLOWED COSTS

The City understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of City agreement funds. The City further understands and agrees that reimbursement to County of such disallowed costs shall be paid by the City from funds that were not provided or otherwise made available to City pursuant to this Agreement or any other federal contract.

SECTION X
INDEMNITY CLAUSE AND INSURANCE REQUIREMENT

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 programs, activities or events conducted pursuant to this Agreement.

City shall acquire, maintain and furnish to Count a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile 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.

SECTION XI
PROCUREMENT

The Parties agree to conform to their own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the Grant and/or this Agreement.

SECTION XII
CONFLICT OF INTEREST

City covenants that neither its elected officials, officers, employees, consultants, nor agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities funded by the Grant. City agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

City agrees that no person who is an elected official, officer, employee, consultant, or agent of the City's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in the attached Exhibit "A" during the Grant period or for a period of one (1) year thereafter.

City is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

SECTION XIII
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 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 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 are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction 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
P.O. Box 1356
Edinburg, TX 78539

If to City: City of Mercedes
P.O. Drawer 837
Mercedes, Texas 78570

Each notice, demand, request or communication which shall be delivered 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 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 County and City in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF MERCEDES, TEXAS

_____

Mayor

ATTEST

_____

City Secretary

THE COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

Office of Criminal District Attorney, Hidalgo County, Texas

_____
By: Josephine Ramirez Solis
Assistant District Attorney – County Affairs

EXHIBIT "A"

ASSISTANCE AGREEMENT AND SPECIAL TERMS AND CONDITIONS, PROVISION 2, AWARD AGREEMENT TERMS AND CONDITIONS

ASSISTANCE AGREEMENT

1. Award No.	2. Modification No.	3. Effective Date	4. CFDA No.
DE-EE0000912		03/31/2010	81.128

5. Awarded To	6. Sponsoring Office	7. Period of Performa
HIDALGO, COUNTY OF Attn: VALDE GUERRA 100 E CANO ST 2ND FL EDINBURG TX 785394582	Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401	03/31/2010 through 03/30/2013

8. Type of Agreement	9. Authority	10. Purchase Request or Funding Document No.
[X] Grant [ ] Cooperative Agreement [ ] Other	PL 110-140, EISA 2007 PL 111-5, Recovery Act 2009	10EE001113

11. Remittance Address	12. Total Amount	13. Funds Obligated
HIDALGO, COUNTY OF Attn: VALDE GUERRA 100 E CANO ST 2ND FL EDINBURG TX 785394582	Govt. Share: $3,539,500.00 Cost Share : $0.00 Total : $3,539,500.00	This action: $3,539,500.0(Total : $3,539,500.0(

14. Principal Investigator	15. Program Manager	16. Administrator
Erika Reyna Phone: 956-318-2600	Todd G. Allen Phone: 720-356-1634	Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393

17. Submit Payment Requests To	18. Paying Office	19. Submit Reports To
	OR for Golden U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4517 Oak Ridge TN 37831	See Attachment 2

20. Accounting and Appropriation Data

EECBG

21. Research Title and/or Description of Project

RECOVERY ACT: COUNTY OF HIDALGO, TX ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT

For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer Signature on File	
23. Name and Title	24. Date Signed	26. Name of Officer Sara J. Wilson	27. Date Signed 03/31/2010

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 103110834 In addition to this Assistance Agreement, this award consists of the items listed in the Special Terms and Conditions, Provision 2, Award Agreement Terms and Conditions. In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the project through the end of the current Budget Period, shown as 03/31/2010 through 03/30/2013. Please note that Blocks 12 and 13 of this Assistance Agreement indicate the Total Obligated Amount of this project, which is the Recipient's total allocation. The full allocation has been made available in ASAP; however, the restrictions outlined in Provision Number 15, National Environmental Policy Act (NEPA) Requirements; Provision Number 19, Subgrants and Loans; and Provision Number 20, Justification of Budget Costs in the Special Terms and Conditions, limit the amount that can be drawn down in ASAP. Funding drawdowns shall be made strictly in accordance with the Payment Procedures provision. Funds may NOT be drawn down to support activities or cost items that are conditioned without previously satisfying the requirements outlined in these provisions. DOE Award Administrator: Michelle Maher E-mail: michelle.maher@go.doe.gov Phone: 303-275-4826 DOE Project Officer: Todd Allen E-mail: todd.allen@go.doe.gov Phone: 720-356-1634 Recipient Business Officer: Erika Reyna E-mail: erika.reyna@hidalgocountyjudge.com Phone: 956-318-2600 Recipient Principal Investigator: Erika Reyna E-mail: erika.reyna@hidalgocountyjudge.com Phone: 956-318-2600 Electronic signature or signatures as used in this document means a method of signing an electronic message that-- Continued ... (A) Identifies and authenticates a particular				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0000912	3	3

NAME OF OFFEROR OR CONTRACTOR

HIDALGO, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents. ASAP: Yes Extent Competed: NOT AVAIL FOR COMP Davis-Bacon Act: YES Fund: 05796 Appr Year: 2009 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1005115 Project: 2004350 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331				

SPECIAL TERMS AND CONDITIONS

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1. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

2. AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Assistance Agreement, plus the following:

a. Special Terms and Conditions.
b. Attachments:

Attachment Number	Title
1.	Statement of Project Objectives
2.	Federal Assistance Reporting Checklist and Instructions
3.	Budget Pages (SF 424A)

c. DOE Assistance Regulations, 10 CFR Part 600 at http://ecfr.gpoaccess.gov.
d. Application/proposal as approved by DOE.
e. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm.

3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by the Department of Energy, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of the award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

4. PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.

b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disperse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.

d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

e. Agency approval of payments. Based on review of your current A-133 Audit Report results, DOE may require Agency pre-approval of payments. If the Agency approval requirement is in effect for your award, the ASAP system will indicate that Agency approval is required when you submit a request for advance payment. The DOE payment authorizing official may request additional information to justify the payment request, as deemed necessary.

5. CEILING ON ADMINISTRATIVE COSTS

a. Local government and Indian Tribe Recipients may not use more than 10 percent of amounts provided under this program, or $75,000, whichever is greater (EISA Sec 545 (b)(3)(A)), for administrative expenses, excluding the costs of meeting the reporting requirements under Title V, Subtitle E of EISA. These costs should be captured and summarized for each activity under the Projected Costs Within Budget: Administration.

b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored project, unless approved by the Contracting Officer.

6. LIMITATIONS ON USE OF FUNDS

a. By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, for gambling establishments, aquariums, zoos, golf courses or swimming pools.

b. Recipients may not use more than 50 percent of the amounts provided for the establishment of a loan loss reserve.

c. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or $250,000, whichever is greater (EISA Sec 545 (b)(3)(B)), for the establishment of revolving loan funds.

d. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or $250,000, whichever is greater (EISA Sec 545 (b)(3)(C)), for subgrants to nongovernmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government or Indian tribe.

7. INDIRECT COSTS AND FRINGE BENEFITS ARE NOT REIMBURSABLE

The budget for this award does not include indirect costs or fringe benefits. Therefore, these expenses shall not be charged to nor reimbursement requested for this project nor shall the indirect and fringe benefit costs from this project be allocated to any other federally sponsored project. In addition, indirect costs and fringe benefits shall not be counted as cost share unless approved by the Contracting Officer. This restriction does not apply to subawardees' indirect and fringe benefit costs.

8. USE OF PROGRAM INCOME

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and used to further eligible project objectives.

9. STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

10. SITE VISITS

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

11. REPORTING REQUIREMENTS

a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with

the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

b. Additional Recovery Act Reporting Requirements are found in the Provision below labeled: "REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT."

12. PUBLICATIONS

a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)]."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

13. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits, ensure the safety and structural integrity of any repair, replacement, construction and/or alteration, and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

14. LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of

Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

15. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project.

If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

You are prohibited from implementing energy efficiency improvements and renewable energy generation opportunities, including demolition, repair, replacement, installation, construction, disposal, or alteration activities until such time that you comply with the Waste Stream and Historic Preservation clauses.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

If you intend to make changes to the scope or objective of your project you are required to contact the DOE Project Officer identified in Block 15 of the Assistance Agreement before proceeding. You must receive notification of approval from the DOE Contracting Officer prior to commencing with work beyond that currently approved.

Activity 1 - DELETED (Sunset Park Efficient Light Project)

Activity 2 - Hidalgo County, Pct 2 Multipurpose Building Renewable Energy Component
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review.

Activity 3 - DELETED (Solar Power Retrofit of Multipurpose Facilities)

Activity 4 - Energy Efficiency and Conservation through the Installation of LED Lights
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review.

Activity 5 - Passenger Rail Study
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review. This categorical exclusion only applies to strategy development through studies, analyses, audits, fact or information gathering, and other similar report writing or administrative activities necessary to develop an energy efficiency and conservation strategy, and does not apply to any implementation activities.

Activity 6 - Hidalgo County Recycles
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review.

Activity 7 - Solar Powered Generators
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review.

Activity 8 - DELETED (Solar Power Retrofit of Administration Building)

Activity 9 - Hidalgo County Energy Efficiency and Conservation Strategy
DOE has made a final NEPA Determination for this activity, which is categorically excluded from further NEPA review. This categorical exclusion only applies to strategy development through studies, analyses, audits, fact or information gathering, and other similar report writing or administrative activities necessary to develop an energy efficiency and conservation strategy, and does not apply to any implementation activities.

Activity 10 – Solar Lights for the Colonias
This activity is bounded by the signed Statement of Work (SOW) for Expedited NEPA review. DOE has made a final NEPA determination for this activity, which is categorically excluded from further NEPA review.

Activity 11 – Park Efficient Light Project
This activity is bounded by the signed Statement of Work (SOW) for Expedited NEPA review. DOE has made a final NEPA determination for this activity, which is categorically excluded from further NEPA review.

16. HISTORIC PRESERVATION

Prior to the expenditure of Project funds to alter any historic structure or site, the Recipient or subrecipient shall ensure that it is compliant with Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. If applicable, the Recipient or subrecipient must contact the State Historic Preservation Officer (SHPO), and the Tribal Historic Preservation Officer (THPO) to coordinate the Section 106 review outlined in 36 CFR Part 800. In the event that a State, State SHPO and DOE enter into a Programmatic Agreement, the terms of that Programmatic Agreement shall apply to all recipient and subrecipient activities within that State. SHPO contact information is available at the following link: http://www.ncshpo.org/find/index.htm.THPO contact information is available at the following link: http://www.nathpo.org/map.html. Section 110(k) of the NHPA applies to DOE funded activities.

The Recipient or subrecipient certifies that it will retain sufficient documentation to demonstrate that the Recipient or subrecipient has received required approval(s) from the SHPO or THPO for the Project. Recipients or subrecipients shall avoid taking any action that

results in an adverse effect to historic properties pending compliance with Section 106. The Recipient or subrecipient shall deem compliance with Section 106 of the NHPA complete only after it has received this documentation. The Recipient or subrecipient shall make this documentation available to DOE on DOE's request (for example, during a post-award audit). Recipient will be required to report annually on September 1 the disposition of all historic preservation consultations by category.

17. WASTE STREAM

The Recipient assures that it will create or obtain a waste management plan addressing waste generated by a proposed Project prior to the Project generating waste. This waste management plan will describe the Recipient's or subrecipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project. The Recipient shall ensure that the Project is in compliance with all Federal, state and local regulations for waste disposal. The Recipient shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit).

18. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (ii) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

19. SUBGRANTS AND LOANS

a. The Recipient hereby warrants that it will ensure that all activities by sub-grantee(s) and loan recipients to accomplish the approved Project Description or Statement of Project Objectives are eligible activities under 42 U.S.C. 171534(1)-(13). State recipients hereby warrant that they will ensure that all activities by sub-grantee(s) and loan recipients pursuant to 42 U.S.C. 17155(c)(1)(A) to accomplish the approved Project Description or Statement of Project objects are eligible activities under 42 U.S.C. 171534(3)-(13).

b. Upon the Recipient's selection of the sub-grantee(s) and loan recipients, the Recipient shall notify (i.e. approval not required) the DOE Contracting Officer with the following information for each, regardless of dollar amount:
   - Name of Sub-Grantee
   - DUNS Number
   - Award Amount
   - Statement of work including applicable activities

State recipients shall notify the DOE Contracting Officer with the above information within 180 days of the award date in Block 27 of the Assistance Agreement Cover Page.

a. In addition to the information in paragraph b. above, for each sub-grant and loan that has an estimated cost greater than $10,000,000, the recipient must submit for approval by the Contracting Officer, a SF424A Budget Information – Nonconstruction Programs, and PMC 123.1 Cost Reasonableness Determination for Financial Assistance (available at http://www.eere-pmc.energy.gov/forms.aspx).

20. JUSTIFICATION OF BUDGET COSTS

a. In the original application, the recipient did not provide sufficient information to justify the approval or release of funds for the proposed activities. In order to receive reimbursement for the costs associated with the activities listed in the approved Statement of Project Objectives (SOPO), a justification for all proposed costs must be submitted to the DOE Contracting Officer.

b. The Recipient must provide justification for the following costs:

Contractual Costs:
1. The recipient shall provide the following information for each individual or company that will receive EECBG funding, regardless of dollar amount:

- Name
- DUNS Number
- Award Amount
- Statement of work including applicable activities
- NEPA documentation, as applicable

2. In addition to the information in paragraph 1 above, for each individual or company that has an estimated cost greater than $10,000,000, the Recipient must submit a separate SF424A Budget Information – Nonconstruction Programs, and Budget Justification. The DOE Contracting Officer may require additional information concerning these individuals or companies prior to providing written approval.

c. Upon written notification and/or approval by the Contracting Officer, the Recipient may then receive payment for the activities listed in the approved SOPO for allowable costs incurred in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement. These written notifications and/or approvals will be incorporated into the award by formal modification at a future date.

21. ADVANCE UNDERSTANDING CONCERNING PUBLICLY FINANCED ENERGY IMPROVEMENT PROGRAMS

The parties recognize that the Recipient may use funds under this award for Property-Assessed Clean Energy (PACE) loans, Sustainable Energy Municipal Financing, Clean Energy Assessment Districts, Energy Loan Tax Assessment Programs (ELTAPS), or any other form or derivation of Special Taxing District whereby taxing entities collect payments

through increased tax assessments for energy efficiency and renewable energy building improvements made by their constituents. The Department of Energy intends to publish "Best Practices" or other guidelines pertaining to the use of funds made available to the Recipient under this award pertaining to the programs identified herein. By accepting this award, the Recipient agrees to incorporate, to the maximum extent practicable, those Best Practices and other guidelines into any such program(s) within a reasonable time after notification by DOE that the Best Practices or guidelines have been made available. The Recipient also agrees, by its acceptance of this award, to require its sub-recipients to incorporate to the maximum extent practicable the best practices and other guideline into any such program used by the sub-recipient.

22. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data
The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not

be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor – For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that

includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

23. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

a. This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

b. The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.

c. Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (*http://www.ccr.gov*) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (*http://www.dnb.com*) is one of the requirements for registration in the Central Contractor Registration.

d. The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at *http://www.FederalReporting.gov* and ensure that any information that is pre-filled is corrected or updated as needed.

24. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

*Special Note: Definitization of the Provisions entitled, "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" and "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" will be done upon definition and review of final activities.

25. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Recipient determines at any time that any construction, alteration, or repair activity on a public building or public works will be performed during the course of the project, the Recipient shall notify the Contracting Officer prior to commencing such work and the following provisions shall apply.

(a) *Definitions.* As used in this award term and condition--

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been--

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111--5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows: None.

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that-

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including--

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
(B) Unit of measure;
(C) Quantity;
(D) Cost;
(E) Time of delivery or availability;
(F) Location of the project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of

the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
Item 2:			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

26. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition--

Designated country --

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei (Taiwan), Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom; or

(4) An Agreement between Canada and the United States of America on Government Procurement country (Canada).

Designated country iron, steel, and/or manufactured goods –

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good –

(1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was

transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.*

(1) The award term and condition described in this section implements-

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. As of January 1, 2010, this obligation shall only apply to projects with an estimated value of $7,804,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows: None.

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that--

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including--

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
(B) Unit of measure;
(C) Quantity;
(D) Cost;
(E) Time of delivery or availability;
(F) Location of the project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the

construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

27. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

28. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A–102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at *http://www.whitehouse.gov/omb/circulars/a102/a102.html.*

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at *http://www.whitehouse.gov/omb/circulars/a133/a133.html.* This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

29. DAVIS-BACON ACT AND CONTRACT WORKHOURS AND SAFETY STANDARD ACT

Definitions: For purposes of this provision, "Davis Bacon Act and Contract Work Hours and Safety Standards Act," the following definitions are applicable:

(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and

wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."

(3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, *provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set

aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in

excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than

the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(c) Recipient Responsibilities for Davis Bacon Act

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

(i) Obtain, maintain, and monitor all Davis Bacon Act (DBA) certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;

(ii) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;

(iii) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (ii) above;

(iv) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;

(v) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;

(vi) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;

(vii) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and

(viii) Provide copies of all records upon request by DOE or DOL in a timely manner.

(d) Rates of Wages

The prevailing wage rates determined by the Secretary of Labor can be found at http://www.wdol.gov/.

EXHIBIT "B"

HIDALGO COUNTY PRECINCT #1 SOLAR LIGHTS PROJECT PHASE II
PROJECT SCOPE OF WORK: PLANS AND SPECIFICATIONS

SECTION 30050

SOLAR POWERED LIGHTS

1. SCOPE OF PROJECT

1.1 Design: All components of the solar lighting system shall be mounted on the pole and shall not be accessible from the ground without mechanical means.

1.2 Operation: Lights shall be stand-alone solar powered systems and shall not be connected to grid power. Overall, the system shall operate automatically without the use of a separate photo cell. The solar panel itself shall act as a photocell. It shall sense a low light level at dusk and shall turn the light on to run full from dusk to dawn, and shall adjust automatically as the days get longer. These functions shall be regulated by the controller. There shall be no day to day maintenance or adjustment required. All of the controller settings shall be done at the factory.

1.3 Warranty: Proposal submitted without written warranties will be considered non-responsive. Contractor shall meet or exceed the following list of warranties.

* Solar panel: 25 Years
* Aluminum Arm: 20 Years
* Aluminum Pole: 20 Years
* Reflector: 10 Years
* Battery: 5 Years
* LED Lamps: 5 Years
* Aluminum Panel Backing: 20 Years
* Aluminum Bracket: 20 Years
* Battery Box: 20 Years
* Luminaire: 5 Years
* Controller: 5 Years

1.4 Submittals: Contractor shall submit copies of manufacturer's owner manual and maintenance manual.

1.5 Light Levels: Light level requirements must comply with the Illuminating Engineering Society of North America (IESNA) recommendations to determine appropriate lighting level requirements for application.

2. PERFORMANCE CRITERIA AND CONSIDERATIONS.

- Solar panels shall be protected on top by tempered glass.
- Each unit shall be free standing and self-contained.
- The system shall be powered by sunlight.
- LED light source shall consist of multi-junction strip type LED's.
- 100,000 hours rated lamp life.
- 2182 lumens total output with no lens losses from LED packaging.
- 5500 Kelvin – bright white color light.

- 10 days autonomy (battery reserve) for all weather conditions.
- Advanced Power Management LED driver to extend lamp operation and conserve battery power in times of extended inclement weather.
- The system shall be mounted high on the pole for vandal resistance and no wires shall run through the pole to the ground.
- System shall be sized In accordance with United States Department Of Energy specifications for this type of system.
- System shall automatically adjust light during periods of inclement weather to ensure that the lights are constantly on.

3. WRITTEN SPECIFICATIONS

3.1 Solar Power Unit

The solar module shall contain polycrystalline solar cells, protected on the upper surface by low iron tempered glass. The solar module shall have a rugged aluminum frame which connects to brackets for attachment to the mounting arm at a 45 degree tilt. All wiring connections shall be with weathered resistant plugs as to keep installation simple, eliminate incorrect wiring, and prevent exposure to corrosion. Stainless steel hardware shall be used throughout. Solar modules shall carry a 25 year manufacturer's warranty.

The solar module array shall exhibit the following characteristics:

Cells:	ploy-crystalline silicon cells
Total Watts:	300 watts
Tilt Angle:	45 degrees
Connections:	Weather resistant plug, 4 & 2 pin, color coded

3.2 Fixture

The overhead fixture shall be a die cast corrosion resistant aluminum style fixture with a glass swag lens. Fixture enclosure is to be water tight, sealed, dust and Insect free with electrostatic powder-coated finish. Fixture and light source will contain no mercury or lead and present no environmental disposal issues. The electrical connection shall be with weather resistant plugs to simplify installation, eliminate reverse wiring, and prevent exposure to corrosion.

The fixture shall exhibit the following characteristics:

Type:	Die cast corrosion resistant aluminum style fixture
Finish:	Electrostatic powder-coated finish
Fixture Enclosure:	Water tight, sealed, dust and Insect free
Lens:	Swag glass lens with Intrusion Protection

3.3 Light Source (LED Light Emitting Diode)

The light source shall be solid-state strip LED (light emitting diode) with digital driver. 100,000 hour rated lamp life, 25 watt LED, 90 lumens per watt out of fixture at rated power.

LED's should be multi-junction strip type LED's – 4 strips per quad, and 48 LED's per strip for a total of 192 LED's per quad. Each fixture shall have one quad for a total of 192 LED's. System shall have no lens losses from the LED packaging and reflector coated to prevent degradation of reflective surface with a 50G shock rating.

The light source (LED) shall exhibit the following characteristics:

Type:	Strip LED with digital driver
Rated lamp life:	100,000 hours
Lamp Lumens:	90 lumens per watt at rated power
LED:	LED 25 watt, 5500 Kelvin 50,000 hour guaranteed lamp life
Heat Removal:	LED's mounted directly to heat sinking plate
Reflector:	Reflector system captures light emitted from the LED and directs to the targeted area.
Shock Rating:	50G's
Environmental Issues:	No environmental issues. System contains no mercury or lead.
LED Drive:	Electronic driver
Capacitors:	No electrolytic capacitors shall be used.
Power Management:	Power Management shall conserve battery power in times of extended inclement weather.

3.4 Controller

The controller shall be a microprocessor based charge controller designed exclusively for the running of solar lighting applications. Controller shall feature automatic charge termination for batteries. Low voltage disconnect shall be set to extend battery life. Controller shall autosense system voltage and shall have weatherproof connectors. It shall be circuit protected with UL approved weather sealing and a charge current rating of 20 amps.

Controller shall be located inside the battery box. Controller shall be factory pre-set for full dusk to dawn operation (approximately 13.5 hours).

Charge/Load Controller shall exhibit the following characteristics:

Method of Charge:	Pulse width modulation charging algorithm

LVD Disconnect:	Set to extend battery life
Test routines:	Built in for checking installation of solar lighting system.
Connectors:	Weatherproof connectors
Location:	Controller located inside battery box
Run time:	Factory pre-set full dusk to dawn operation (approximately 13.5 hours).

3.5 Battery and Battery Enclosure

Battery shall be of sealed valve, regulated gel type, requiring no maintenance, air shippable, capable of 1300 minimum cycles to 30% depth of discharge, and rated for 99 amp hours at the 100 hour rate. 10 days autonomy (battery reserve) for all weather conditions. The wire harness shall include a weather resistant ATO fuse holder and plug to eliminate system failure due to corrosion, and accommodate quick/easy installation.

The Battery enclosure shall be aluminum, vented and shaded by solar array with access door loaded from front. Battery enclosure shall house battery and controller. Entire unit shall be shaded by the panels to avoid heat and mounted high on the pole to avoid vandalism.

The battery shall exhibit the following characteristics:

Type:	Sealed valve regulated gel
Voltage:	12 volts each
Location of Box:	High on pole, under panels, avoids heat and vandalism
Enclosure:	Aluminum vented
Access Door:	Loaded from front
Battery Reserve:	10 days
Power Management:	Protects battery life in periods of bad weather
Regular Maintenance:	None

3.6 Brackets and Arms

The support frame shall be constructed of tubular extruded aluminum. The fixture support arm shall be constructed of aluminum tube. All hardware shall be stainless steel. The overall Effective Projected Area of the entire system including luminaire shall not exceed 28 square feet.

Solar Array Support Frame:	Side of pole
Angle of Tile:	45 degrees
Fixture Support Arm:	10 feet aluminum
Material:	Aluminum
Hardware:	Stainless Steel

3.7 Pole

Standard wood pole to support proposed luminaire system shall be provided and installed by Contractor. Wood pole shall meet American National Standards Institute (ANSI) Standard Specifications for Wood Poles.

3.8 Wire Connections

All wire connections shall be with weather resistant plugs, keyed to make installation quick and easy and to eliminate failure due to corrosion and incorrect wiring.

3.9 Concrete Base

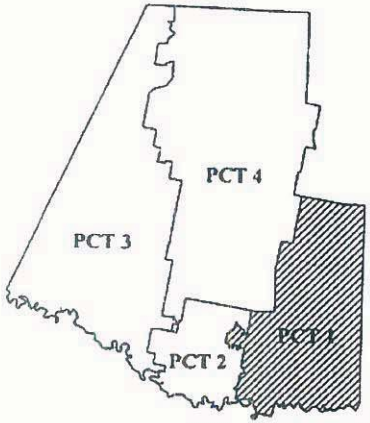
In the event that ground conditions require the use of a concrete base for the embeddedment of the poles, the Contractor shall provide a fixed cost to secure that the poles are anchored to support the luminaire system.

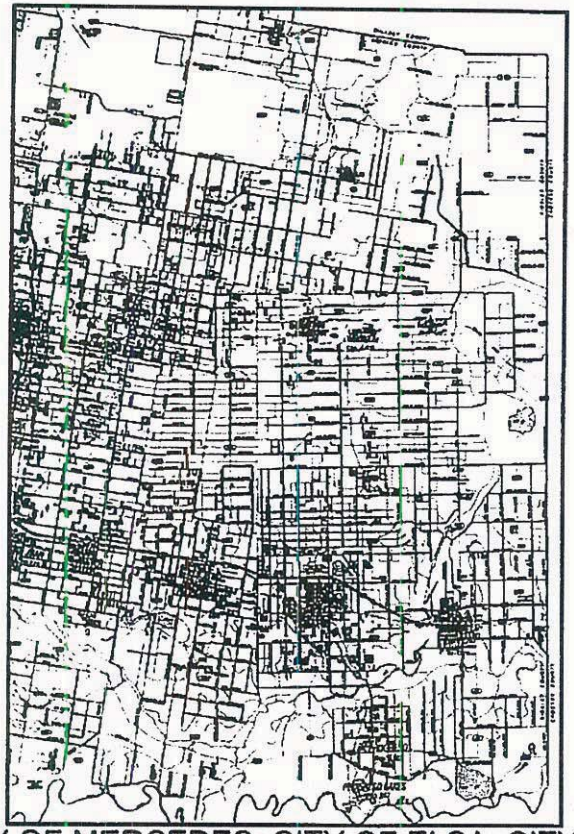
4.0 PAYMENT

Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required for the work in accordance with the plans and these specifications. Any incidental work incurred by contractor to accomplish said plans, specifications, and contract pay items, shall be deemed to be included in the project and therefore shall not be considered for additional compensation.

*** END OF SECTION ***

HIDALGO COUNTY PRECINCT No. 1 SOLAR LIGHTS PROJECT PH 2





CITY OF MERCEDES, CITY OF ELSA ,CITY OF EDCOUCH, AND CITY OF LA VILLA

RAMON GARCIA	*COUNTY JUDGE*
COMMISSIONER JOEL QUINTANILLA	*PRECINCT No. 1*
COMMISSIONER HECTOR " TITO " PALACIOS	*PRECINCT No. 2*
COMMISSIONER JOE M. FLORES	*PRECINCT No. 3*
COMMISSIONER JOSEPH PALACIOS	*PRECINCT No. 4*

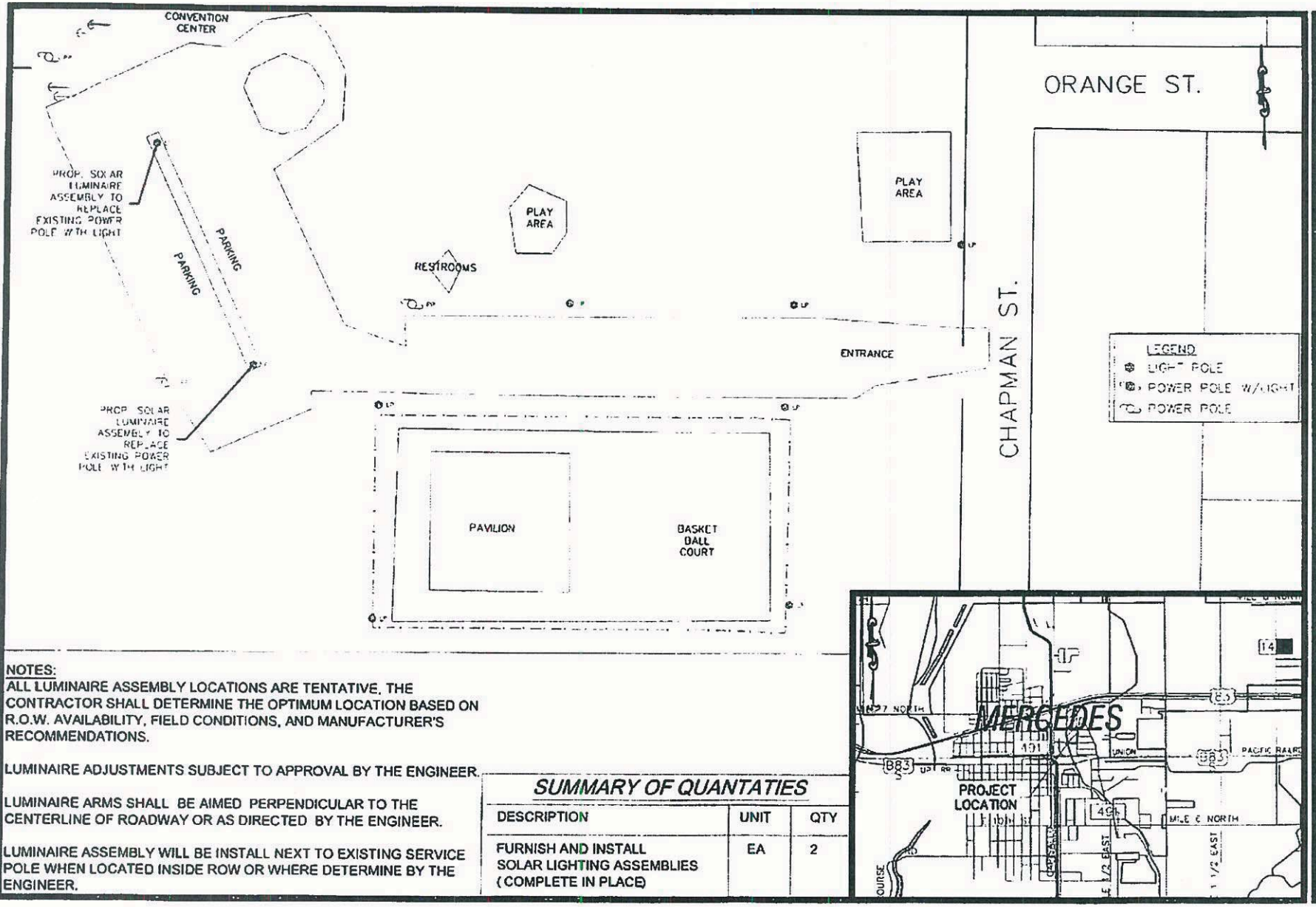
THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S 25 TH STREET
EDINBURG TX 78539
TEL (956) 318-2640 ★ FAX (956) 318-2644
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

STATE OF TEXAS
RAUL E. SESIN
65374
REGISTERED
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. No 65374 on the above designated date.

REVISION:	DATE
HIDALGO COUNTY PCT 1 ADDED NEW SITES	1/20/11
HIDALGO COUNTY PCT 1 ADJUSTED SOLAR LIGHT LOCATIONS	1/20/11
HIDALGO COUNTY PCT 1 DELETED SITES AND ADJUSTED LOCATION OF SOLAR LIGHTS	2/28/12
HIDALGO COUNTY PCT 1 ADDED 11 MORE SOLAR LIGHTS	2/28/12



NOTES:
ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE. THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

LUMINAIRE ARMS SHALL BE AIMED PERPENDICULAR TO THE CENTERLINE OF ROADWAY OR AS DIRECTED BY THE ENGINEER.

LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	2

HIDALGO COUNTY PLANNING DEPARTMENT

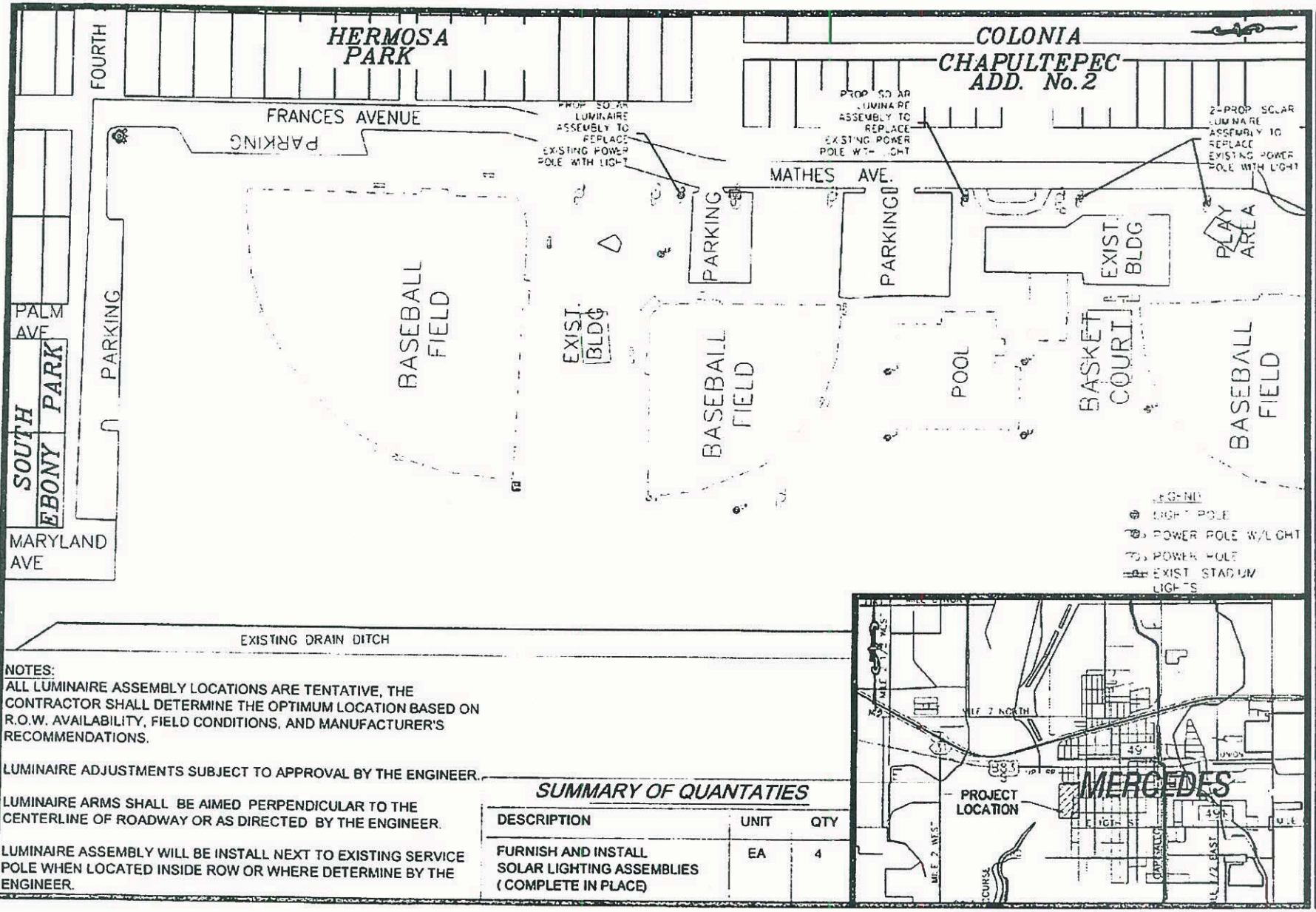
HIDALGO COUNTY PRECINCT 1 PROJECT

MERCEDES CITY PARK

PROPOSED LUMINAIRE ASSEMBLY

SCALE: 1"=20'
DATE: 8-14-9
DRAWN BY: CRYSTAL PEREZ
DESIGNED BY: E. SOSA
CHECKED BY: E. SOSA
SURVEYED BY: E. SOSA
PROJECT FILE:

SHEET
1 OF 1



NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

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LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	4

HIDALGO COUNTY PLANNING DEPARTMENT

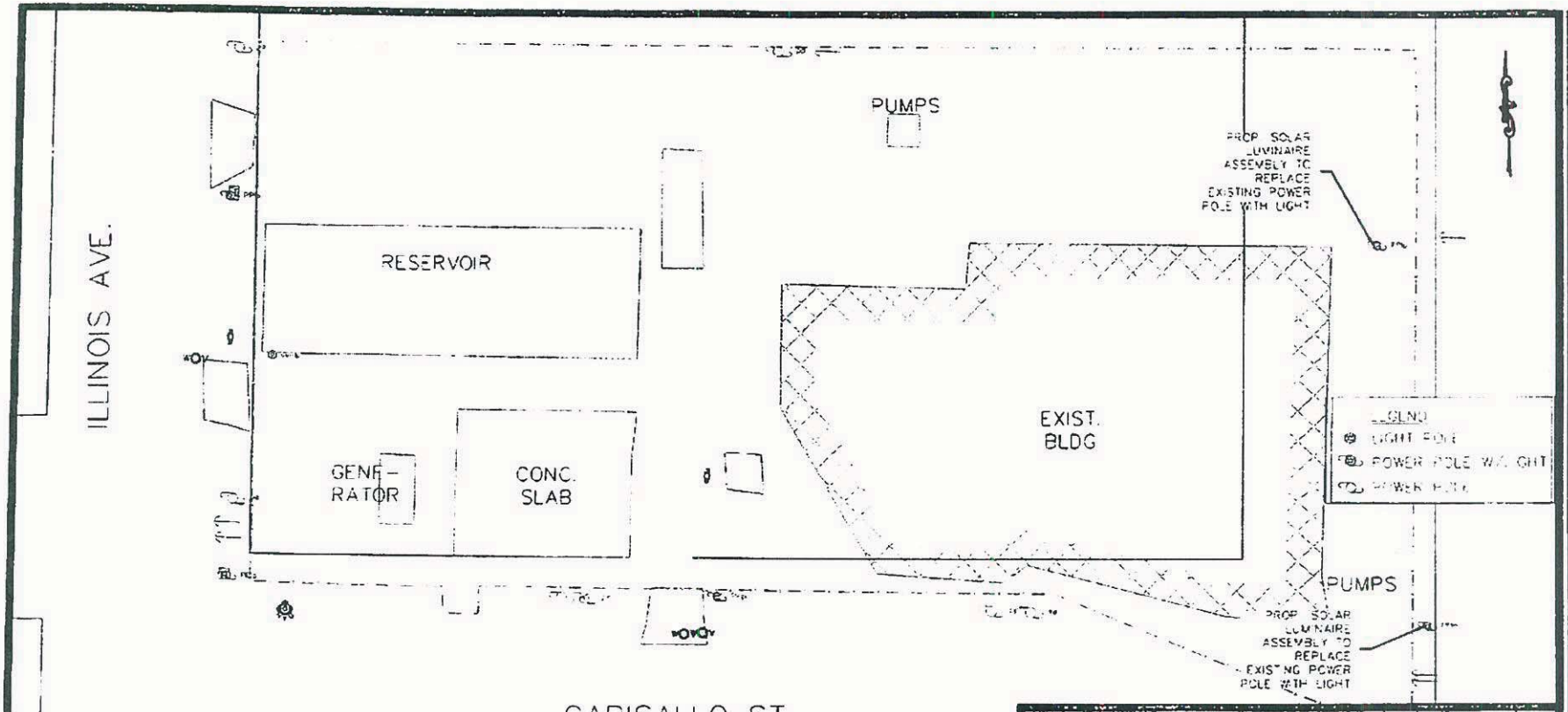
HIDALGO COUNTY PRECINCT 1 PROJECT

MERCEDES COLLIER COMPLEX PARK

PROPOSED LUMINAIRE ASSEMBLY

SCALE: P-NT
DATE: MAR
DRAWN: CHRISTOPHER
DESIGNED: E.SOSA
CHECKED: E.SOSA
APPROVED: E.SOSA
PROJECT#:

SHEET: 1OF1



NOTES:
ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

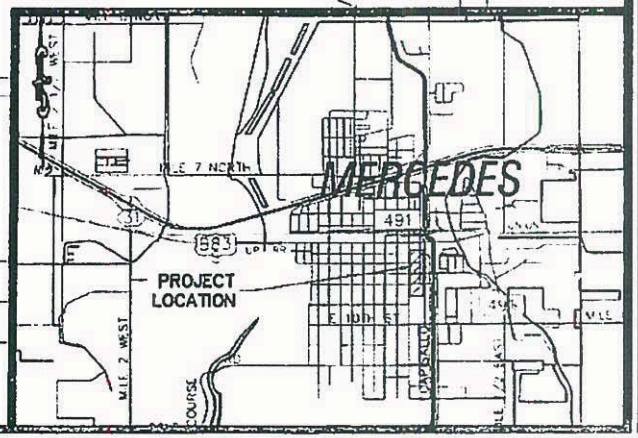
LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

LUMINAIRE ARMS SHALL BE AIMED PERPENDICULAR TO THE CENTERLINE OF ROADWAY OR AS DIRECTED BY THE ENGINEER.

LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	2



HIDALGO COUNTY
PLANNING DEPARTMENT

HIDALGO COUNTY
PRECINCT 1 PROJECT

MERCEDES
WATER PLANT

PROPOSED LUMINAIRE ASSEMBLY

DRAWN BY:
DES. BY:
CHECKED BY: CONSULTANT
RECOMMENDED BY ADMIN
APPROVED BY ADMIN
SUBMITTED BY ADMIN
PROJECT FILE:

SHEET
1 OF 1

HIGH LAND
SUBDIVISION

MILE 9 N ROAD

MERCEDES
LIFT STATION

PROP. SOLAR
LUMINAIRE
ASSEMBLY TO
REPLACE
EXISTING POWER
POLE WITH LIGHT

OWNER: RENE & ESMERALDA
ARGUELLES

LEGEND
- POLE
- POWER POLE W/T LIGHT
- POWER POLE

NOTES.

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

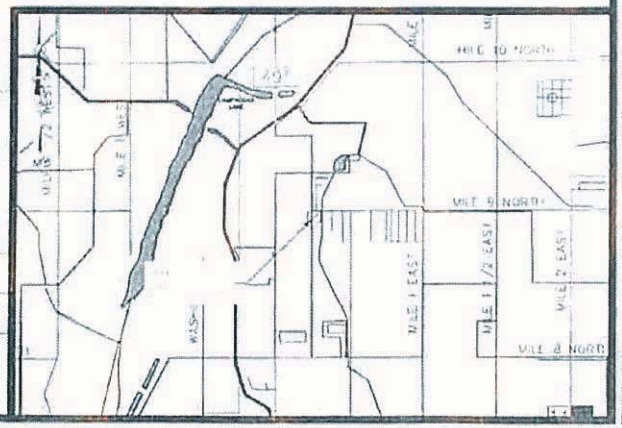
LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

LUMINAIRE ARMS SHALL BE AIMED PERPENDICULAR TO THE CENTERLINE OF ROADWAY OR AS DIRECTED BY THE ENGINEER.

LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	1



HIDALGO COUNTY
PLANNING DEPARTMENT

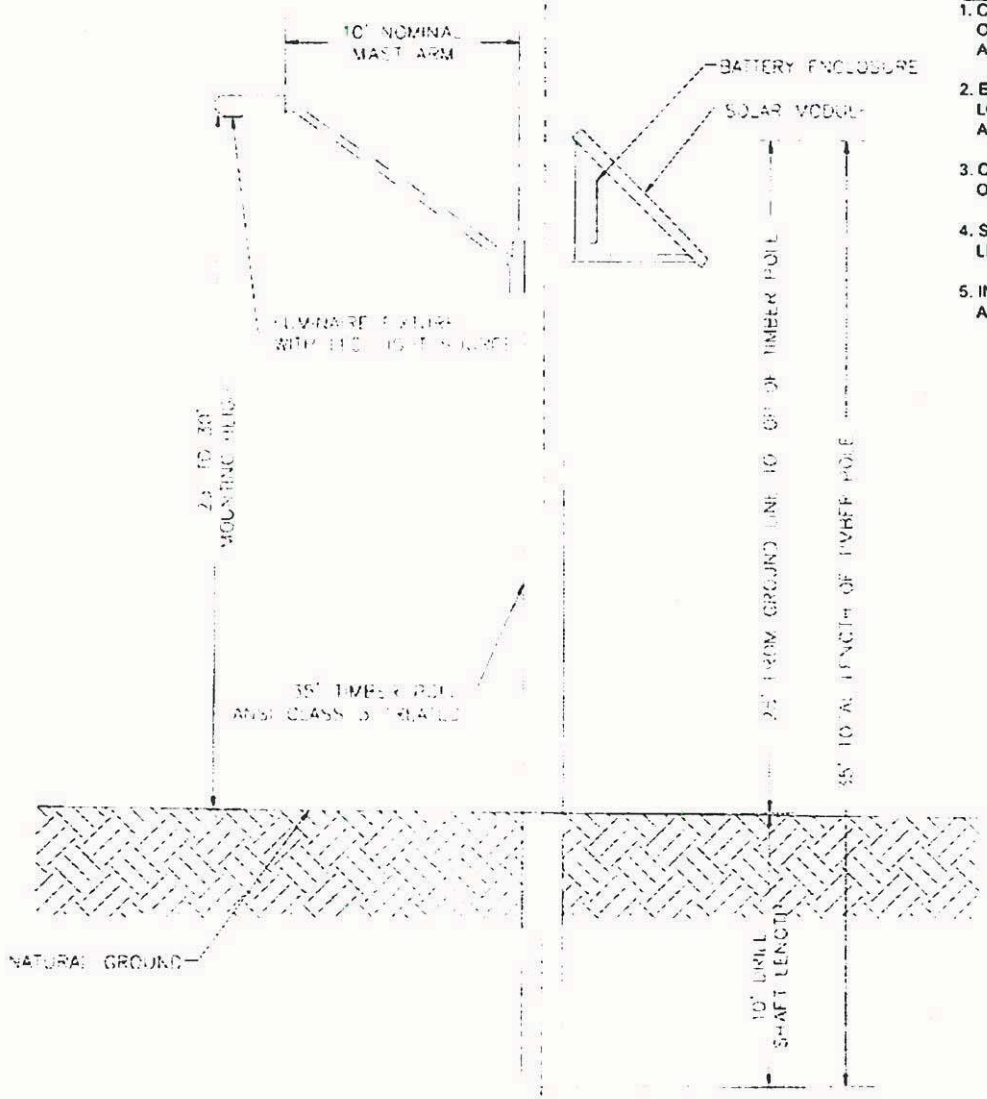
HIDALGO COUNTY
PRECINCT 1 PROJECT

CITY OF MERCEDES
LIFT STATION
PROPOSED LUMINAIRE ASSEMBLY

SHEET:
1 OF 1

GENERAL NOTES:

1. THE CONTRACTOR SHALL INSTALL A FULLY OPERATIONAL SOLAR POWERED LUMINAIRE ASSEMBLY AT PROPOSED LOCATIONS.
2. CONTRACTOR SHALL VERIFY ALL SOLAR MODULES ARE FREE OF ANY OBSTRUCTIONS AND ORIENTATE SOLAR PANELS FOR MAXIMUM SUN EXPOSURE
3. CONTRACTOR SHALL BE RESPONSIBLE TO CALL DIG TESS 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR UTILITY SPOTTING @ (1-800-DIG-TESS) AND CONTACT THE HIDALGO COUNTY IRRIGATION DISTRICT AND WATER SUPPLIERS FOR THE PROJECT AREA
4. CONTRACTOR SHALL STAKE R.O.W AND OR PROPERTY LINE BY LOCATING PROPERTY PINS ON LOTS ADJACENT TO PROPOSED LUMINAIRE LOCATION
5. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY PRECINCT NO. 1
6. ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE
7. CONTRACTOR TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHT OF WAY OF THE CITY COUNTY, OR STATE
8. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY SURFACE IRREGULARITIES, AS DIRECTED BY THE ENGINEER, CAUSED BY THE CONTRACTOR'S WORKING OPERATIONS
9. THE CONTRACTOR SHALL CLEANUP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO INSTALLATION OF ALL ITEMS TO BE CONSTRUCTED
10. THE PREPARATION OF THESE PLANS REFLECTS INFORMATION PROVIDED BY OTHERS, ON THE APPROXIMATE LOCATION AND EXISTENCE OF EXISTING PUBLIC AND PRIVATE UTILITY LINES AND ADJACENT PHYSICAL FEATURES. HOWEVER, THEY DO NOT IMPLY OR AFFIRM THAT ALL UTILITIES OR PHYSICAL FEATURES ARE SHOWN. GENERALLY, UTILITY SERVICE CONNECTIONS ARE NOT INDICATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS OF THE OWNER IMMEDIATELY UPON ENCOUNTERING UNFORESEEN CONFLICTS
11. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING PUBLIC AND PRIVATE UTILITIES ARE SHOWN. CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR TO BE FULLY RESPONSIBLE FOR DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE EXISTING UTILITIES



SEQUENCE OF CONSTRUCTION

1. CONTRACTOR TO DETERMINE OPTIMUM LOCATION OF LUMINAIRE ASSEMBLIES.
2. ENGINEER TO REVIEW OPTIMUM LOCATION OF LUMINAIRE ASSEMBLIES AND DIRECTION OF LUMINAIRE ARMS.
3. CONTRACTOR TO CALL FOR SPOTTING OF UTILITIES.
4. STAKING OF R.O.W AND OR PROPERTY LINES.
5. INSTALLATION OF LUMINAIRE ASSEMBLIES.

HIDALGO COUNTY PLANNING DEPARTMENT

HIDALGO COUNTY
PRECINCT 1 PROJECT

HIDALGO COUNTY PCT 1
SOLAR LIGHTS PORJECT
TYPICAL SOLAR LUMINAIRE ASSEMBLY DETAIL AND GENERAL NOTES

SCALE: NTS
DATE: 6-01
DRAWN BY: CONSULTANT
DESIGNED BY: E.GOOD
EDITED BY: E.GOOD
SURVEYED BY: E.GOOD
PROJECT FILE

SHEET
10F1

EXHIBIT "C"

HIDALGO COUNTY PRECINCT #1 SOLAR LIGHTS PROJECT PHASE II
GRANT BUDGET

HIDALGO COUNTY PRECINCT #1 SOLAR LIGHTS PROJECT PHASE II
GRANT BUDGET

CITY	Amount Allocated	# of Installations
City of Mercedes	$73,548.72	9 Systems
City of Elsa	$147,097.44	18 Systems
City of Edcouch	$98,064.96	12 Systems
City of La Villa	$106,237.04	13 Systems
TOTAL:	**$424,948.16**	**52 Systems**

RFP NO:2012-065-MSS	Buyer: Moises Salazar	Tel. No: 318-2626 ext. 4863

REQUEST FOR PROPOSALS

Hidalgo County Precinct No. 1

Solar Powered Lights -Phase II

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address 2802 So. Bus. Hwy. 281
Postal Mailing Address: 2812 So. Bus. Hwy. 281
(Same Building) Corner of Canton & Bus. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 2012-065-MSS**

1. Proposals will be received for **"Hidalgo County Precinct No. 1- EECBG Grant –Solar Powered Lights -Phase II"** in accordance with the requirements attached hereto as Exhibit "A." Proposals 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 proposal.

2. One (1) original and three (3) copies of all proposals are required, with the proposers 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, **"RFP NO.: 2012-065-MSS "Hidalgo County Precinct No. 1- EECBG –Solar Powered Lights -Phase II"** and in County's Purchasing Department, Physical Address 2802 So. Bus. Hwy. 281/Postal Mailing Address 2812 So. Bus. Hwy 281 (Same Building) Corner of Canton and Business 281, Administration Building, Edinburg, Texas, on **or before, February 13, 2012. NO LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO PROPOSAL.** Hidalgo County reserves the right to refuse and reject any/all proposals 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 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 proposer, or to reject all proposals and re-bid project.

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 proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.**

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 proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

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

9. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

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

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 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.

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

15. 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 Precinct No. 1- EECBG - Solar Powered Lights - Phase II" -2012-065-MSS**
  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 Precinct No. 1
Martha Mena, Executive Assistant
1902 Joe Stephens Ave.
Weslaco, TX 78596
Ph: (956) 968-8733

16. Schedule of Events

Proposal Due Date,	**February 13 , 2012**
Award of Contract	, 2012
Commence Work or Deliver Products	, 2012

17. Proposer 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 proposer bond in the amount of five percent of the total contract price. A proposer 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 debarment or suspension 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 material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars **($25,000.00)**, as required by Tex. Govt. Code Ch. 2253.

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

18. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department

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

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

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

19. **Disclosure of Conflict of Interest**

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

20. If, during the life of any contract or 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.

21. Proposals, and all goods and services provided there under, 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 proposal, represents to County that it meets the following requirements:

- Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coasintr.html . If the bidder is not incorporated in Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas

- Possess or is able to obtain adequate financial resources as required to perform under the 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.

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 proposers 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 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 proposers 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 Proposals 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 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.

31. 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.

Proposal
for

Hidalgo County Precinct No. 1-
Solar Powered Lights -Phase II (EECBG)
RFP NO: 2012-065-MSS
February 13, 2012

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Bus. Hwy 281
Postal Mailing Address: 2812 So. Bus. 281
(Same Building) Corner of Canton & Bus. 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 bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer 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.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: Facility Solutions Group

Address: 585 S. Padre Island Drive, Corpus Christi, TX 78405

By: [signature]

Printed Name: David Thoms

Title: Division Manager

HIDALGO COUNTY PURCHASING DEPARTMENT

EXHIBIT "A"
Hidalgo County Precinct No. 1
Solar Powered Lights Phase II (EECBG)
2012-065-MSS

PROJECT PLANS AND SPECIFICATIONS

HIDALGO COUNTY PURCHASING DEPARTMENT

EXHIBIT "A"

Hidalgo County Precinct No. 1

Solar Powered Lights- Phase II (EECBG)

2012-065-MSS

PLANS, SPECIFICATIONS TERMS AND CONDITIONS

SCOPE OF WORK: Scope of Work will be as provided by project engineer, Raul Sesin, P.E., Hidalgo County Planning Department on attached plans and specifications.

Dear Participants, currently the Hidalgo County Precinct No. 1 is requesting a proposal through your Buy Board Contract.

Pursuant to the scope of work attached hereto, Hidalgo County Precinct No. 1 is seeking proposals through your Buy Board awarded contract pricing.

General Requirements:

1. PREVAILING WAGE RATES/DAVIS BACON ACT COMPLIANCE:
   The Contractor and each Subcontractor who performs work under the Contract must pay, at a minimum, the prevailing wage rates to a worker employed by it in the performance of the Work.

2. Proposal must comply with the Buy American Provisions of the American Recovery and Reinvestment Act.

SECTION 30050

SOLAR POWERED LIGHTS

1. SCOPE OF PROJECT

1.1 Design: All components of the solar lighting system shall be mounted on the pole and shall not be accessible from the ground without mechanical means.

1.2 Operation: Lights shall be stand-alone solar powered systems and shall not be connected to grid power. Overall, the system shall operate automatically without the use of a separate photo cell. The solar panel itself shall act as a photocell. It shall sense a low light level at dusk and shall turn the light on to run full from dusk to dawn, and shall adjust automatically as the days get longer. These functions shall be regulated by the controller. There shall be no day to day maintenance or adjustment required. All of the controller settings shall be done at the factory.

1.3 Warranty: Proposal submitted without written warranties will be considered non-responsive. Contractor shall meet or exceed the following list of warranties.

* Solar panel: 25 Years
* Aluminum Arm: 20 Years
* Aluminum Pole: 20 Years
* Reflector: 10 Years
* Battery: 5 Years
* LED Lamps: 5 Years
* Aluminum Panel Backing: 20 Years
* Aluminum Bracket: 20 Years
* Battery Box: 20 Years
* Luminaire: 5 Years
* Controller: 5 Years

1.4 Submittals: Contractor shall submit copies of manufacturer's owner manual and maintenance manual.

1.5 Light Levels: Light level requirements must comply with the Illuminating Engineering Society of North America (IESNA) recommendations to determine appropriate lighting level requirements for application.

2. PERFORMANCE CRITERIA AND CONSIDERATIONS.

- Solar panels shall be protected on top by tempered glass.
- Each unit shall be free standing and self-contained.
- The system shall be powered by sunlight.
- LED light source shall consist of multi-junction strip type LED's.
- 100,000 hours rated lamp life.
- 2182 lumens total output with no lens losses from LED packaging.
- 5500 Kelvin – bright white color light.

- 10 days autonomy (battery reserve) for all weather conditions.
- Advanced Power Management LED driver to extend lamp operation and conserve battery power in times of extended inclement weather.
- The system shall be mounted high on the pole for vandal resistance and no wires shall run through the pole to the ground.
- System shall be sized in accordance with United States Department Of Energy specifications for this type of system.
- System shall automatically adjust light during periods of inclement weather to ensure that the lights are constantly on.

3. WRITTEN SPECIFICATIONS

3.1 Solar Power Unit

The solar module shall contain polycrystalline solar cells, protected on the upper surface by low iron tempered glass. The solar module shall have a rugged aluminum frame which connects to brackets for attachment to the mounting arm at a 45 degree tilt. All wiring connections shall be with weathered resistant plugs as to keep installation simple, eliminate incorrect wiring, and prevent exposure to corrosion. Stainless steel hardware shall be used throughout. Solar modules shall carry a 25 year manufacturer's warranty.

The solar module array shall exhibit the following characteristics:

Cells:	ploy-crystalline silicon cells
Total Watts:	300 watts
Tilt Angle:	45 degrees
Connections:	Weather resistant plug, 4 & 2 pin, color coded

3.2 Fixture

The overhead fixture shall be a die cast corrosion resistant aluminum style fixture with a glass swag lens. Fixture enclosure is to be water tight, sealed, dust and insect free with electrostatic powder-coated finish. Fixture and light source will contain no mercury or lead and present no environmental disposal issues. The electrical connection shall be with weather resistant plugs to simplify installation, eliminate reverse wiring, and prevent exposure to corrosion.

The fixture shall exhibit the following characteristics:

Type:	Die cast corrosion resistant aluminum style fixture
Finish:	Electrostatic powder-coated finish
Fixture Enclosure:	Water tight, sealed, dust and insect free
Lens:	Swag glass lens with Intrusion Protection

3.3 Light Source (LED Light Emitting Diode)

The light source shall be solid-state strip LED (light emitting diode) with digital driver. 100,000 hour rated lamp life, 25 watt LED, 90 lumens per watt out of fixture at rated power.

LED's should be multi-junction strip type LED's – 4 strips per quad, and 48 LED's per strip for a total of 192 LED's per quad. Each fixture shall have one quad for a total of 192 LED's. System shall have no lens losses from the LED packaging and reflector coated to prevent degradation of reflective surface with a 50G shock rating.

The light source (LED) shall exhibit the following characteristics:

Type:	Strip LED with digital driver
Rated lamp life:	100,000 hours
Lamp Lumens:	90 lumens per watt at rated power
LED:	LED 25 watt, 5500 Kelvin 50,000 hour guaranteed lamp life
Heat Removal:	LED's mounted directly to heat sinking plate
Reflector:	Reflector system captures light emitted from the LED and directs to the targeted area.
Shock Rating:	50G's
Environmental Issues:	No environmental issues. System contains no mercury or lead.
LED Drive:	Electronic driver
Capacitors:	No electrolytic capacitors shall be used.
Power Management:	Power Management shall conserve battery power in times of extended inclement weather.

3.4 Controller

The controller shall be a microprocessor based charge controller designed exclusively for the running of solar lighting applications. Controller shall feature automatic charge termination for batteries. Low voltage disconnect shall be set to extend battery life. Controller shall autosense system voltage and shall have weatherproof connectors. It shall be circuit protected with UL approved weather sealing and a charge current rating of 20 amps.

Controller shall be located inside the battery box. Controller shall be factory pre-set for full dusk to dawn operation (approximately 13.5 hours).

Charge/Load Controller shall exhibit the following characteristics:

Method of Charge:	Pulse width modulation charging algorithm

LVD Disconnect:	Set to extend battery life
Test routines:	Built in for checking installation of solar lighting system.
Connectors:	Weatherproof connectors
Location:	Controller located inside battery box
Run time:	Factory pre-set full dusk to dawn operation (approximately 13.5 hours).

3.5 Battery and Battery Enclosure

Battery shall be of sealed valve, regulated gel type, requiring no maintenance, air shippable, capable of 1300 minimum cycles to 30% depth of discharge, and rated for 99 amp hours at the 100 hour rate. 10 days autonomy (battery reserve) for all weather conditions. The wire harness shall include a weather resistant ATO fuse holder and plug to eliminate system failure due to corrosion, and accommodate quick/easy installation.

The Battery enclosure shall be aluminum, vented and shaded by solar array with access door loaded from front. Battery enclosure shall house battery and controller. Entire unit shall be shaded by the panels to avoid heat and mounted high on the pole to avoid vandalism.

The battery shall exhibit the following characteristics:

Type:	Sealed valve regulated gel
Voltage:	12 volts each
Location of Box:	High on pole, under panels, avoids heat and vandalism
Enclosure:	Aluminum vented
Access Door:	Loaded from front
Battery Reserve:	10 days
Power Management:	Protects battery life in periods of bad weather
Regular Maintenance:	None

3.6 Brackets and Arms

The support frame shall be constructed of tubular extruded aluminum. The fixture support arm shall be constructed of aluminum tube. All hardware shall be stainless steel. The overall Effective Projected Area of the entire system including luminaire shall not exceed 28 square feet.

Solar Array Support Frame:	Side of pole
Angle of Tile:	45 degrees
Fixture Support Arm:	10 feet aluminum
Material:	Aluminum
Hardware:	Stainless Steel

3.7 Pole

Standard wood pole to support proposed luminaire system shall be provided and installed by Contractor. Wood pole shall meet American National Standards Institute (ANSI) Standard Specifications for Wood Poles.

3.8 Wire Connections

All wire connections shall be with weather resistant plugs, keyed to make installation quick and easy and to eliminate failure due to corrosion and incorrect wiring.

3.9 Concrete Base

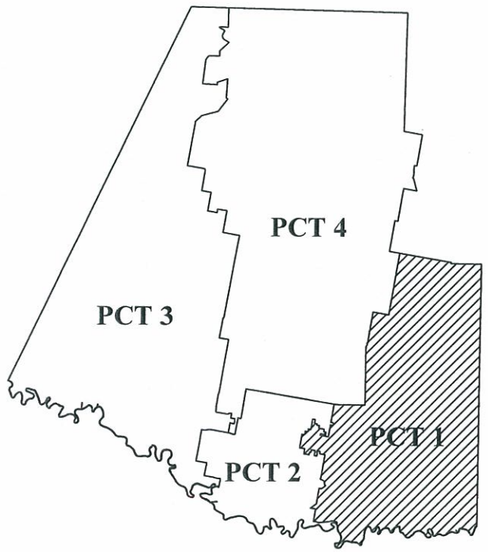
In the event that ground conditions require the use of a concrete base for the embeddedment of the poles, the Contractor shall provide a fixed cost to secure that the poles are anchored to support the luminaire system.

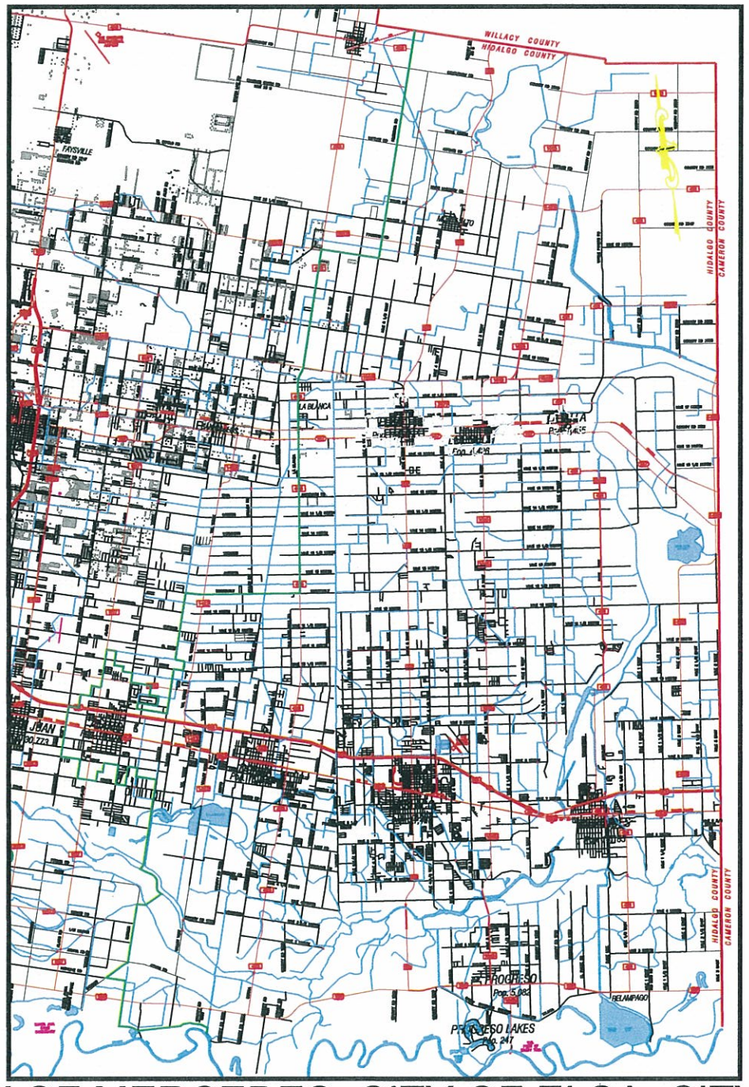
4.0 PAYMENT

Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required for the work in accordance with the plans and these specifications. Any incidental work incurred by contractor to accomplish said plans, specifications, and contract pay items, shall be deemed to be included in the project and therefore shall not be considered for additional compensation.

*** * * END OF SECTION * * ***

HIDALGO COUNTY PRECINCT No. 1 SOLAR LIGHTS PROJECT PH 2





CITY OF MERCEDES, CITY OF ELSA ,CITY OF EDCOUCH, AND CITY OF LA VILLA

RAMON GARCIA	*COUNTY JUDGE*
COMMISSIONER JOEL QUINTANILLA	*PRECINCT No. 1*
COMMISSIONER HECTOR " TITO " PALACIOS	*PRECINCT No. 2*
COMMISSIONER JOE M. FLORES	*PRECINCT No. 3*
COMMISSIONER JOSEPH PALACIOS	*PRECINCT No. 4*

REVISION:	DATE:
HIDALGO COUNTY PCT 1 ADDED NEW SITES.	11/20/11
HIDALGO COUNTY PCT 1 ADJUSTED SOLAR LIGHT LOCATIONS	1/20/11
HIDALGO COUNTY PCT 1 DELETED SITES AND ADJUSTED LOCATION OF SOLAR LIGHTS.	2/06/12
HIDALGO COUNTY PCT 1 ADDED 10 MORE SOLAR LIGHTS.	2/15/12

THE COUNTY OF HIDALGO
TEXAS

HIDALGO COUNTY
PLANNING DEPARTMENT

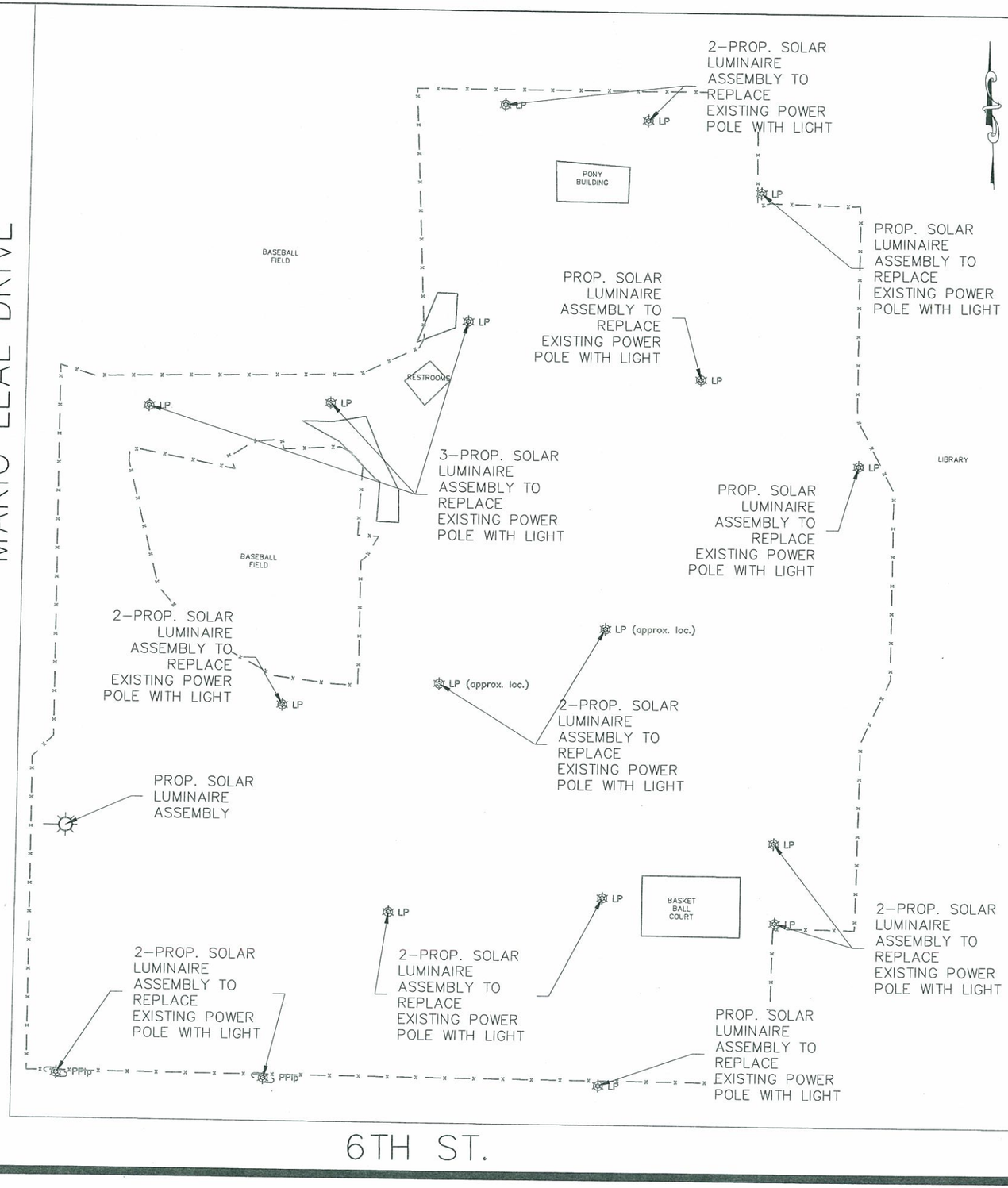
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER
02/15/12

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

RAUL E. SESIN P.E. No. 86374

Drawing: I:\PCT 1\pct 1 solar light ph 2\COVER SHEET PCT 1.dwg) Plotted by: cynthia.perez
Layout: Tab: COVER SHEET Date: 02/16/2012 Time: 08:43:16 AM



NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

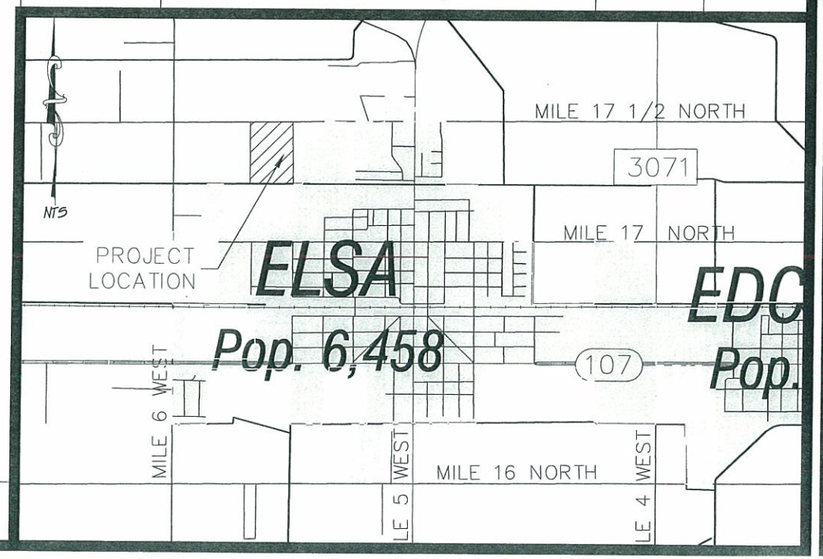
LUMINAIRE ARMS SHALL BE AIMED PERPENDICULAR TO THE CENTERLINE OF ROADWAY OR AS DIRECTED BY THE ENGINEER.

LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

LEGEND
- LIGHT POLE
- POWER POLE W/LIGHT
- POWER POLE

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	19



HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL. (956) 318-2840 ★ FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY
PRECINCT 1 PROJECT

MARIO LEAL PARK
CITY OF ELSA
PROPOSED LUMINAIRE ASSEMBLY

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

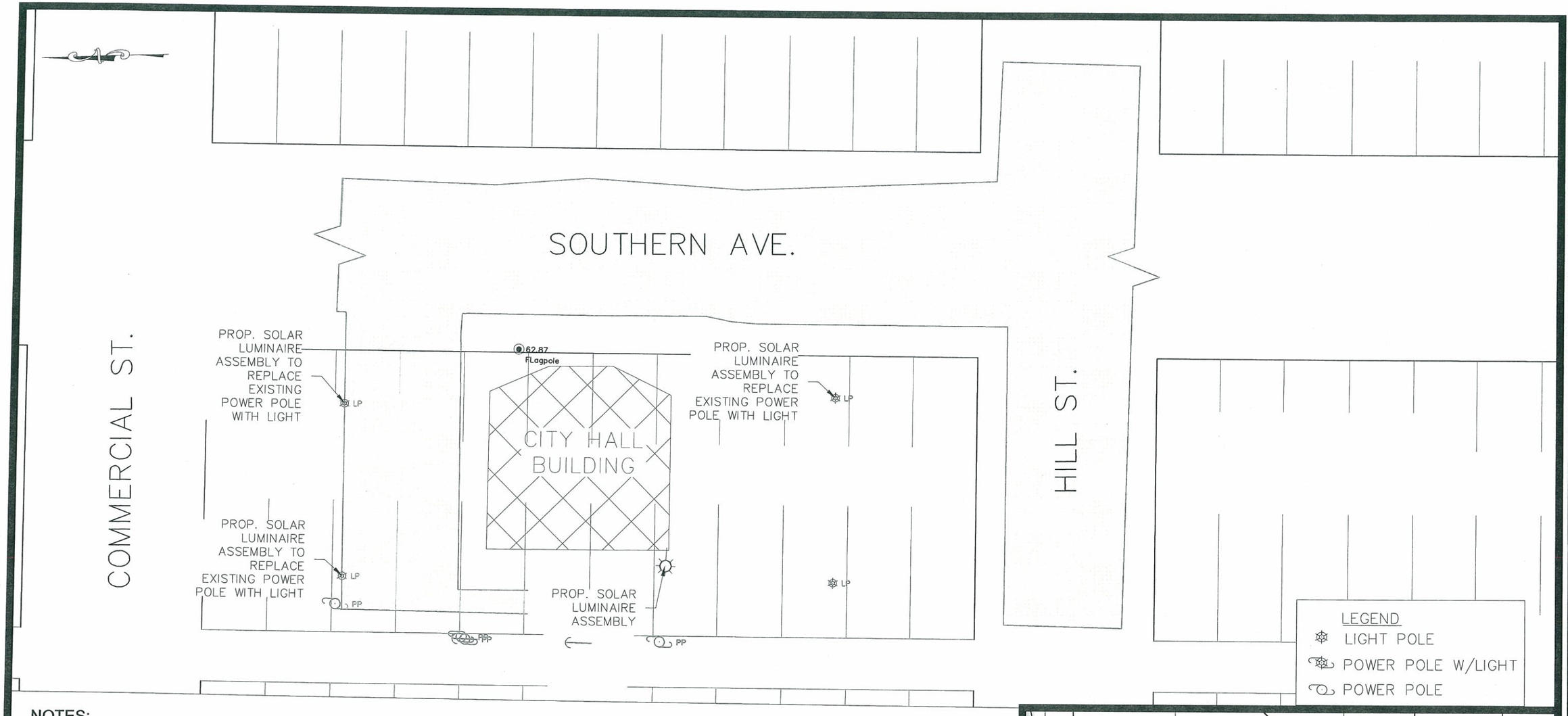
This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

RAUL E. SESIN, P.E. No. 86374

SCALE: 1"=100'
DATE: 11-13-11
DRAWN BY: CYNTHIAPEREZ
DESIGNED BY: R.SESIN
REVISED BY: R.SESIN
SURVEYED BY: E.ISIDRO
PROJECT FILE:

SHEET:
10F1

Drawing: L:\PCT 1\pct 1 solar light ph 2\elsa park\mario leal park.dwg) Plotted by: cynthia.perez
Layout Tab: plan b Date: 07/13/2012 Time: 08:24:36 AM



NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

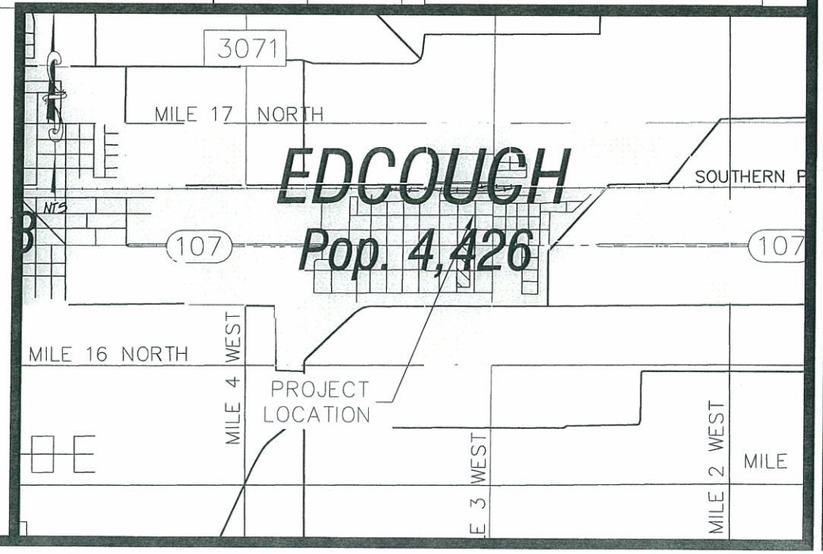
LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

LUMINAIRE ARMS SHALL BE AIMED PERPENDICULAR TO THE CENTERLINE OF ROADWAY OR AS DIRECTED BY THE ENGINEER.

LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	4



HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2844 ✱ FAX: (956) 318-2844
www.hidalgocounty.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY PRECINCT 1 PROJECT

CITY OF EDCOUCH CITY HALL

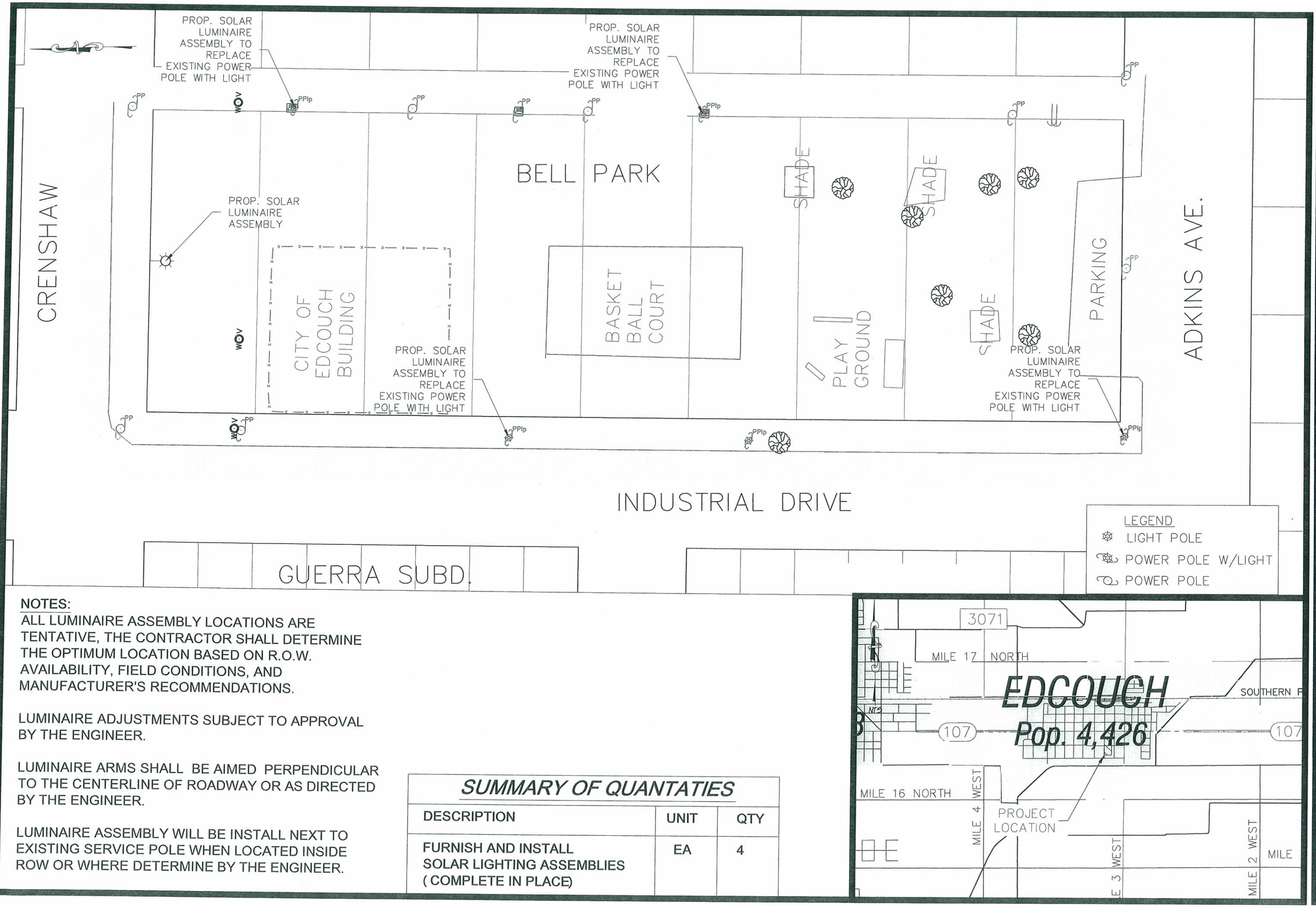
PROPOSED LUMINAIRE ASSEMBLY

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED PROFESSIONAL ENGINEER
This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.
12/13/12
RAUL E. SESIN P.E. No. 86374

SCALE: 1"=30'
DATE: 11-15-11
DRAWN BY: CYNTHIA PEREZ
DESIGNED BY: R. SESIN
REVISED BY: R. SESIN
SURVEYED BY: E. ISIDRO
PROJECT FILE:

SHEET:
10F1

Drawing: L:\PCT 1\pct 1 solar light ph 2\edcouch city hall\edcouch city hall.dwg) Plotted by: cynthia.perez
Layout Tab: Layout1 Date: 02/13/2012 Time: 10:49:43 AM



NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

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LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	4

HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2460 FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY
PRECINCT 1 PROJECT

CITY OF EDCOUCH
BELL PARK
PROPOSED LUMINAIRE ASSEMBLY

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED PROFESSIONAL ENGINEER
02/15/12

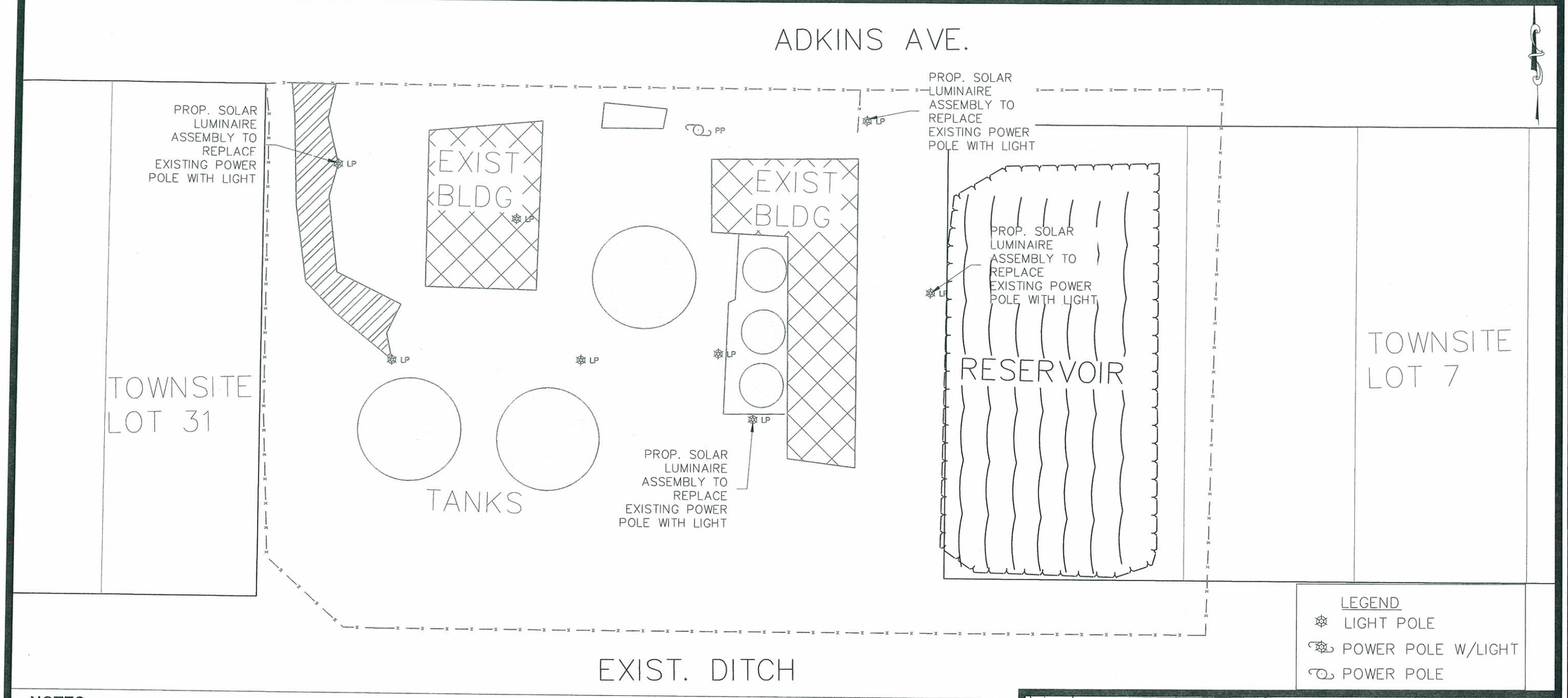
This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

RAUL E. SESIN-P.E. No. 86374

SCALE: 1"=30'
DATE: 11-15-11
DRAWN BY: CYNTHIA PEREZ
DESIGNED BY: R. SESIN
REVISED BY: R. SESIN
SURVEYED BY: E. ISIDRO
PROJECT FILE:

SHEET:
10F1

Drawing: I:\PCT 1\pct 1 solar light pn 2\edcouch-bell park\edcouch -bell park.dwg Plotted by: cynthia.perez
Layout Tab: Layout1 Date: 02/13/2012 Time: 11:24:13 AM



NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

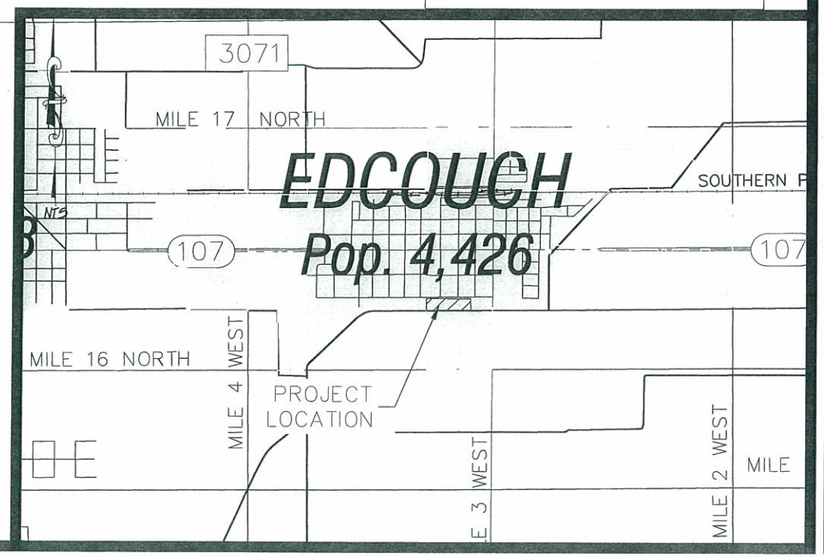
LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

LUMINAIRE ARMS SHALL BE AIMED PERPENDICULAR TO THE CENTERLINE OF ROADWAY OR AS DIRECTED BY THE ENGINEER.

LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	4



HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2460 FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY
PRECINCT 1 PROJECT

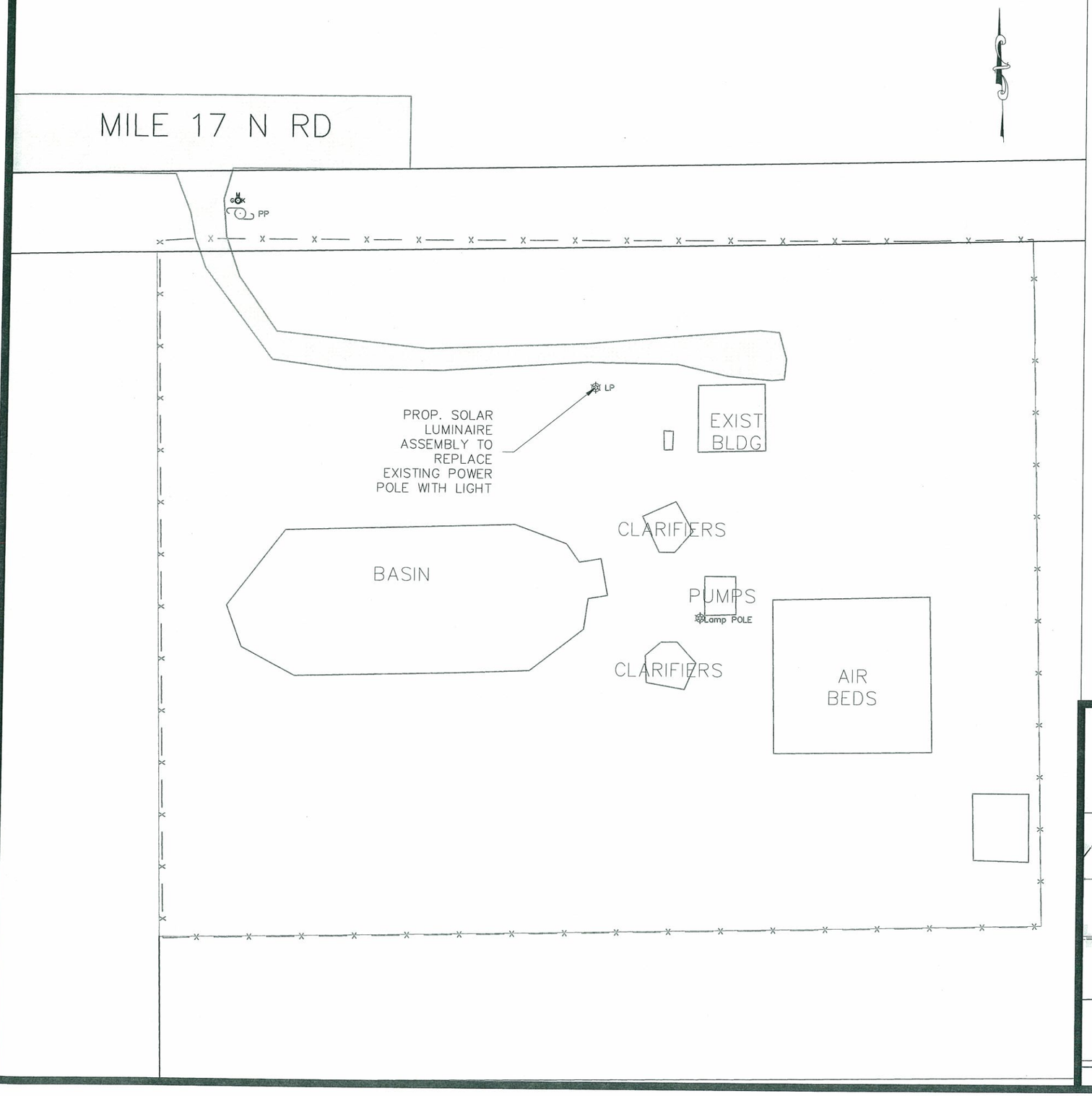
CITY OF EDCOUCH
WATER TREATMENT PLANT
PROPOSED LUMINAIRE ASSEMBLY

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER
This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.
11/13/12
RAUL E. SESIN P.E. No. 86374

SCALE: 1"=50'
DATE: 11-13-11
DRAWN BY: CYNTHIA PEREZ
DESIGNED BY: R. SESIN
REVISED BY: R. SESIN
SURVEYED BY: E. ISIDRO
PROJECT FILE:

SHEET:
10F1

Drawing: I:\PCT 1\pct 1 solar light ph 2\edcouch water plant\edcouch water plant.dwg) Plotted by: cynthia.perez
Layout Tab: Layout1 Date: 02/13/2012 Time: 11:27:03 AM



NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

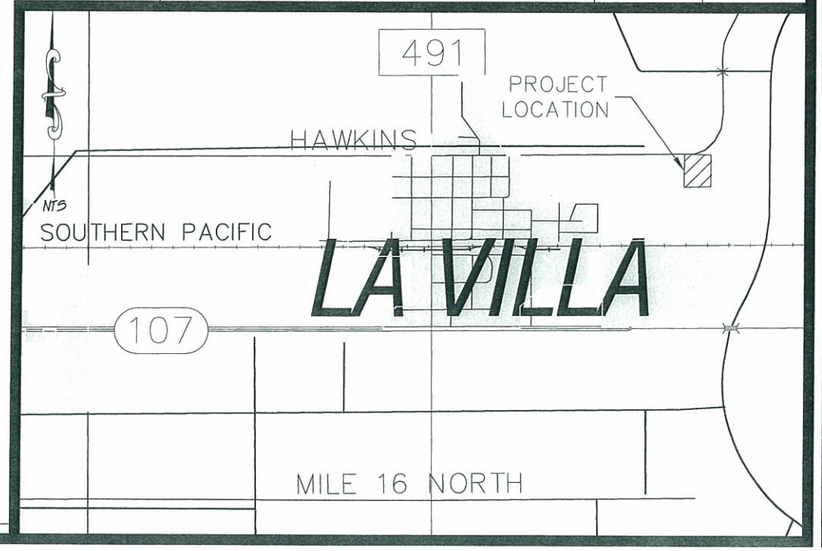
LUMINAIRE ARMS SHALL BE AIMED PERPENDICULAR TO THE CENTERLINE OF ROADWAY OR AS DIRECTED BY THE ENGINEER.

LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

LEGEND
- POLE
- LIGHT POLE
- POWER POLE W/LIGHT
- POWER POLE

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	1



HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG, TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY
PRECINCT 1 PROJECT

CITY OF LA VILLA WASTE WATER TREATMENT PLANT
PROPOSED LUMINAIRE ASSEMBLY

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED PROFESSIONAL ENGINEER
02/13/12

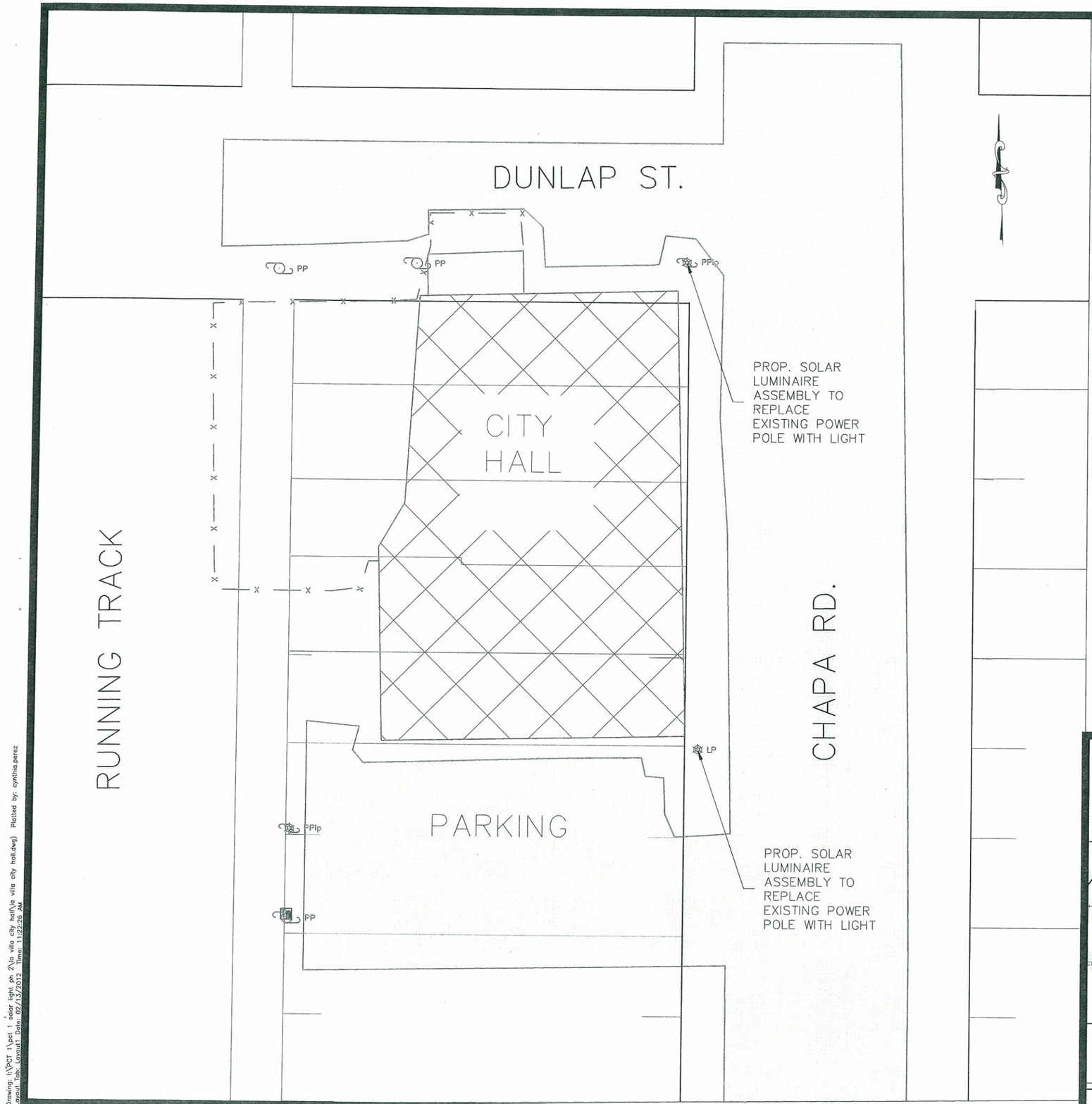
This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

RAUL E. SESIN, P.E. No. 86374

SCALE: 1"=50'
DATE: 11-15-11
DRAWN BY: CYNTHIA PEREZ
DESIGNED BY: R. SESIN
REVISED BY: R. SESIN
SURVEYED BY: E. ISIDRO
PROJECT FILE:

SHEET:
1 OF 1

Drawing: I:\PCT 1\pct 1 solar light ph 2\la villa sewer plant\la villa sewer plant.dwg Plotted by: cynthia.perez
Layout Tab: Layout1 Date: 02/13/2012 Time: 11:21:31 AM



NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

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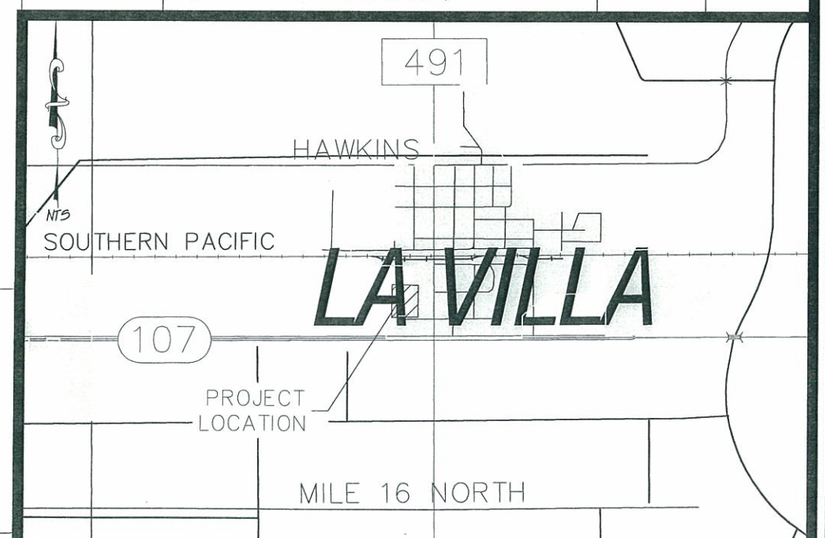
LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

LEGEND

- POLE
- LIGHT POLE
- POWER POLE W/LIGHT
- POWER POLE

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	2



HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG, TEXAS 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY
PRECINCT 1 PROJECT

CITY OF LA VILLA
CITY HALL
PROPOSED LUMINAIRE ASSEMBLY

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER
02/15/12

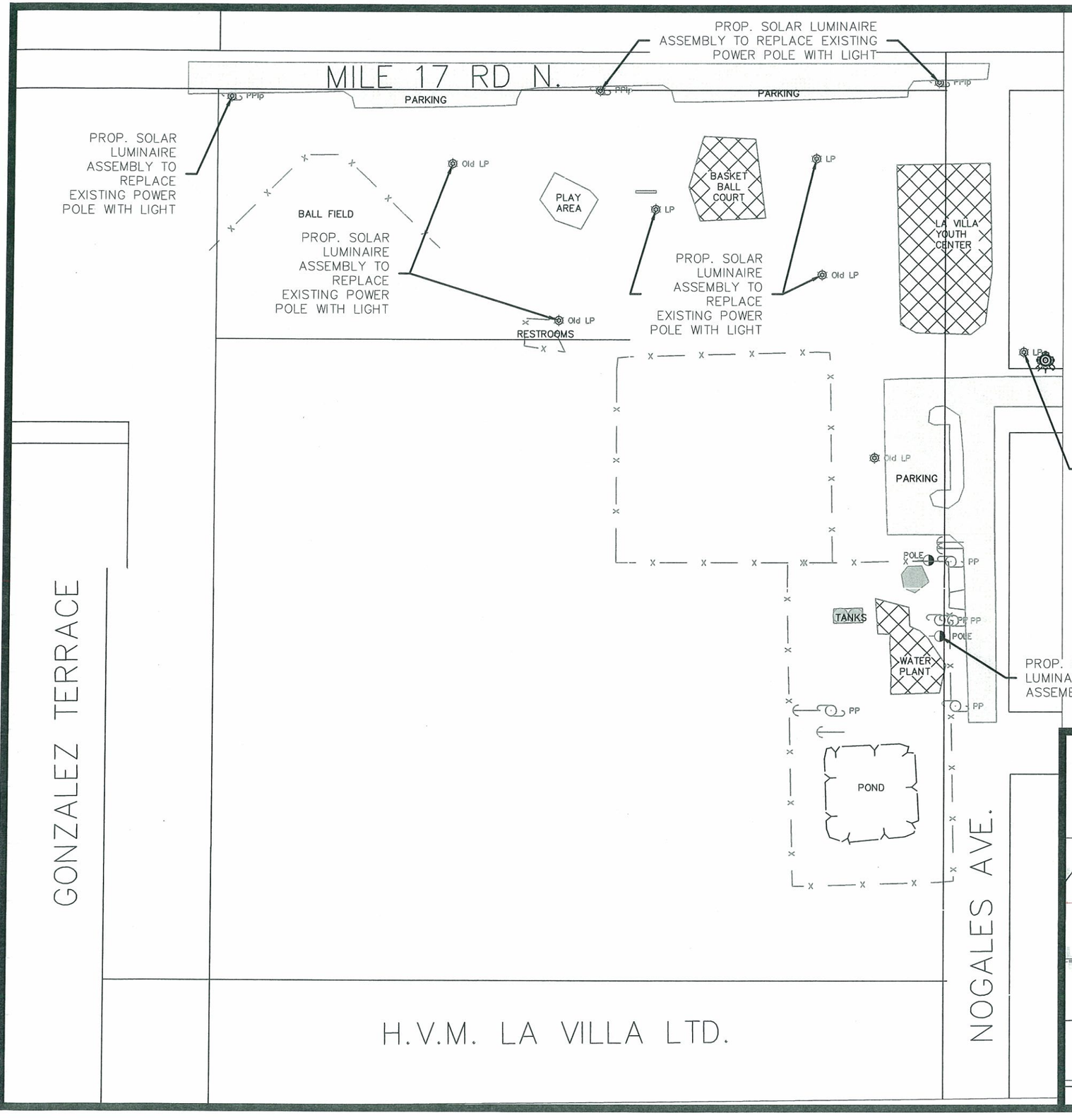
This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

RAUL E. SESIN P.E. No. 86374

SCALE: 1"=30'
DATE: 11-15-11
DRAWN BY: CYNTHIA PEREZ
DESIGNED BY: R. SESIN
REVISED BY: R. SESIN
SURVEYED BY: E. ISIDRO
PROJECT FILE:

SHEET:
10F1

Drawing: I:\PCT 1\pct 1 solar light ph 2\la villa city hall\la villa city hall.dwg) Plotted by: cynthia.perez
Layout Tab: Layout1 Date: 02/13/2012 Time: 11:22:26 AM



NOTES:

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LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

LUMINAIRE ARMS SHALL BE AIMED PERPENDICULAR TO THE CENTERLINE OF ROADWAY OR AS DIRECTED BY THE ENGINEER.

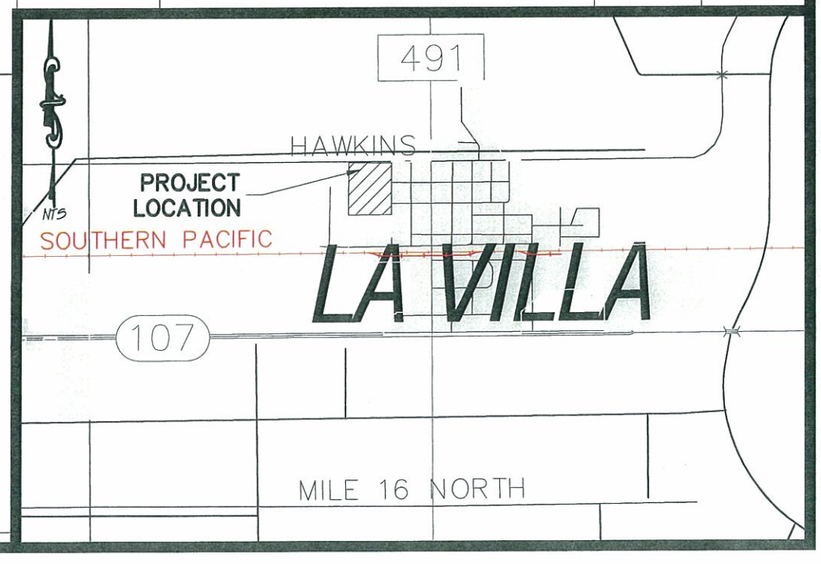
LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

PROP. SOLAR LUMINAIRE ASSEMBLY TO REPLACE EXISTING POWER POLE WITH LIGHT

LEGEND
- POLE
- LIGHT POLE
- POWER POLE W/LIGHT
- POWER POLE

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	10



HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY PRECINCT 1 PROJECT

CITY OF LA VILLA YOUTH CENTER, PARK AND WATER PLANT

PROPOSED LUMINAIRE ASSEMBLY

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

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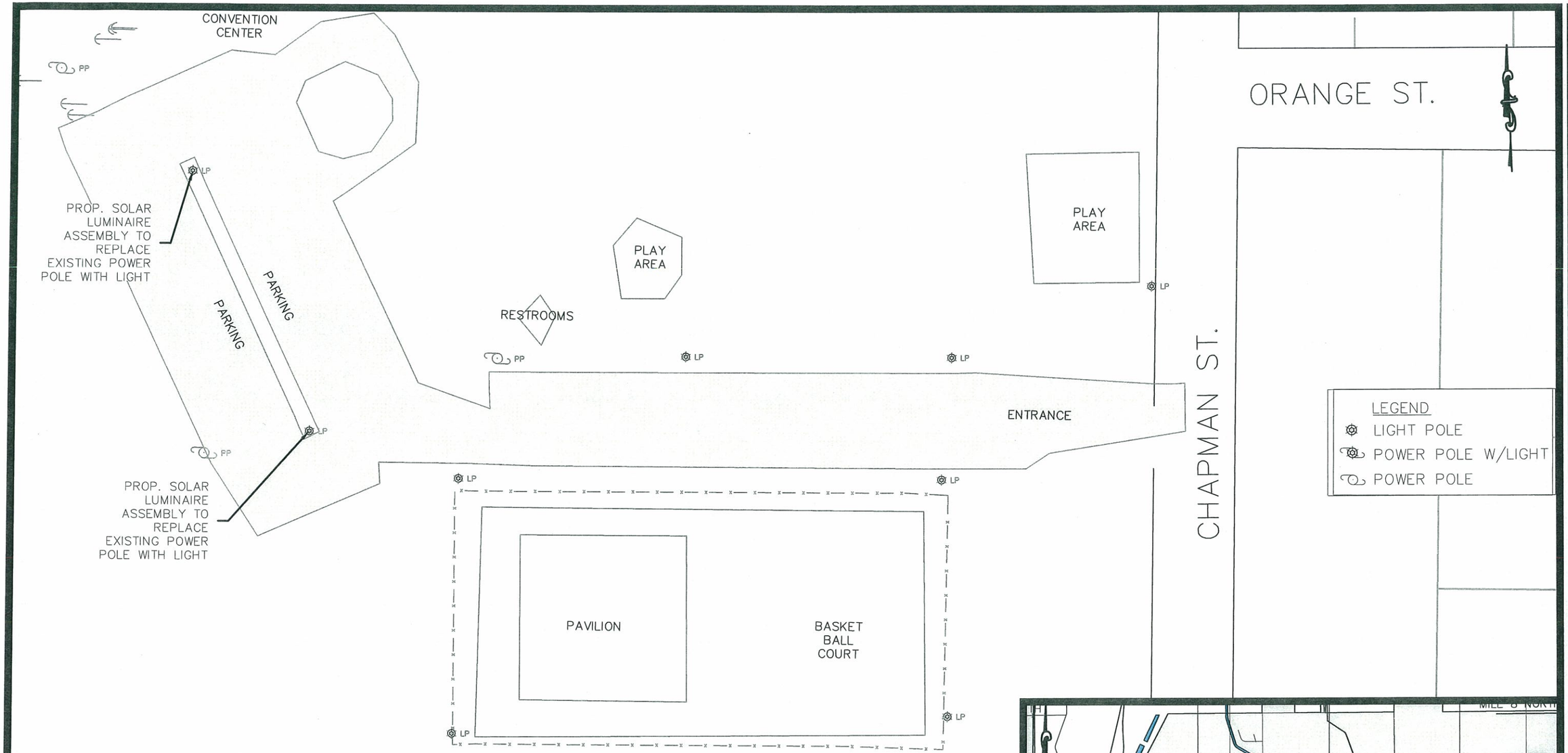
11/21/11

RAUL E. SESIN, P.E. No. 86374

SCALE: 1"=100'
DATE: 11-15-11
DRAWN BY: CYNTHIA PEREZ
DESIGNED BY: R SESIN
REVISED BY: R SESIN
SURVEYED BY: F ISIDRO
PROJECT FILE:

SHEET:
10F1

Drawing: I:\PCT 1\pct 1 solar light ph 2\la villa park\la villa park.dwg) Plotted by: cynthia.perez
Layout: Tab: Layout1 Date: 11/17/2011 Time: 03:00:59 PM



NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

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LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	2

HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY
PRECINCT 1 PROJECT

MERCEDES CITY PARK
PROPOSED LUMINAIRE ASSEMBLY

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED PROFESSIONAL ENGINEER

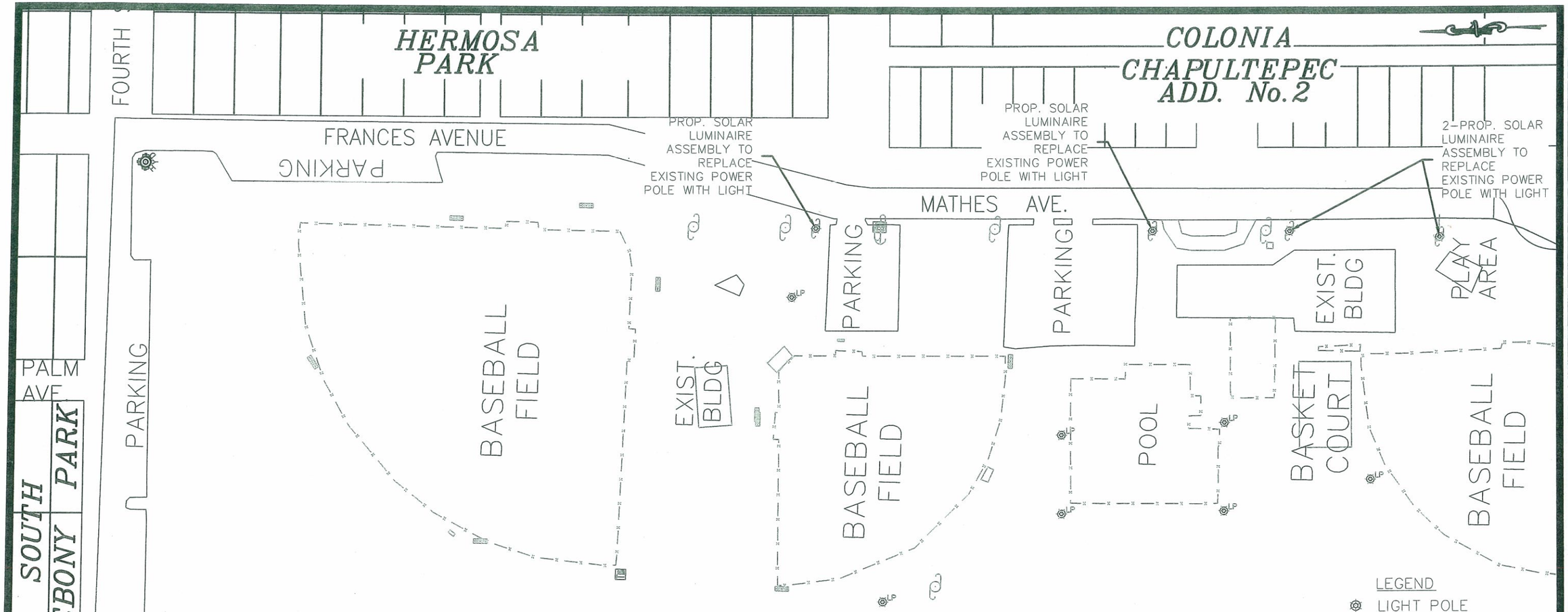
This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

RAUL E. SESIN-P.E. No. 86374

SCALE: 1"=50'
DATE: 11-14-11
DRAWN BY: CYNTHIA PEREZ
DESIGNED BY: R. SESIN
REVISED BY: R. SESIN
SURVEYED BY: E. ISIDRO
PROJECT FILE:

SHEET:
1 OF 1

Drawing: I:\PCT 1\pct 1 solar light ph 2\MERCEDES CITY PARK\mercedes CITY PARK1.dwg) Plotted by: cynthia.perez
Layout Tab: Layout1 Date: 11/17/2011 Time: 03:05:06 PM



EXISTING DRAIN DITCH

NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

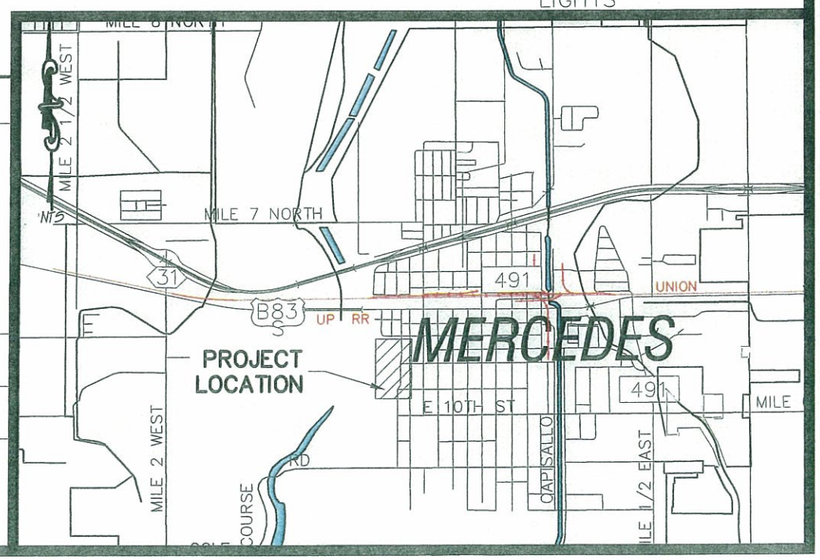
LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

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LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	4



HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY
PRECINCT 1 PROJECT

MERCEDES COLLIER COMPLEX PARK

PROPOSED LUMINAIRE ASSEMBLY

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

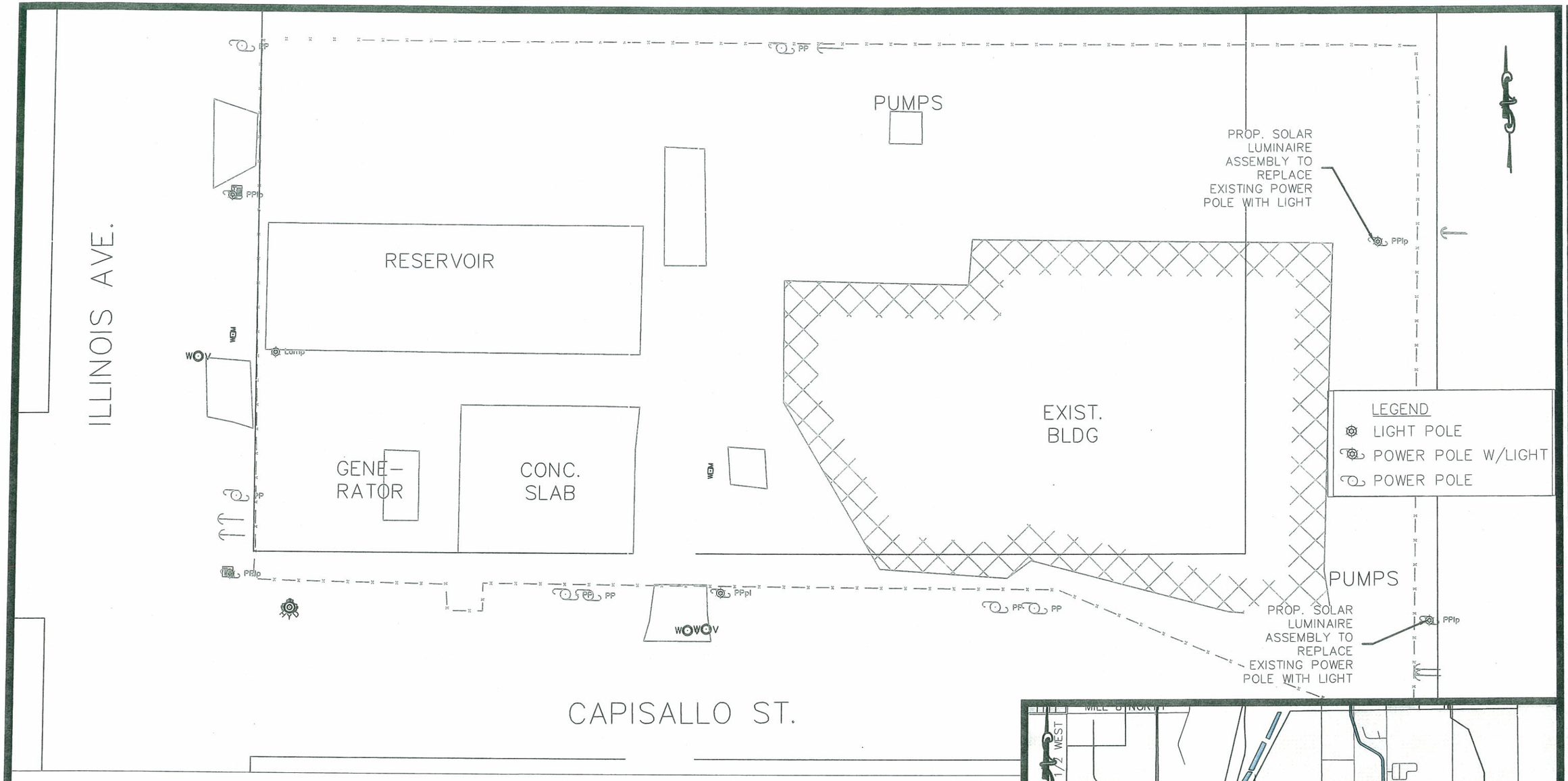
11/2/11

RAUL E. SESIN P.E. No. 86374

SCALE: 1"=100'
DATE: 11-8-11
DRAWN BY: CYNTHIA PEREZ
DESIGNED BY: R.SESIN
REVISED BY: R.SESIN
SURVEYED BY: E.ISIDRO
PROJECT FILE:

SHEET:
10F1

Drawing: L:\PCT 1\pct 1 solar light; ph 2\MERCEDES CITY PARK\mercedes park on francis rd.dwg) Plotted by: cynthia.perez
Layout Tab: Layout1 Date: 11/10/2011 Time: 12:57:43 PM



NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

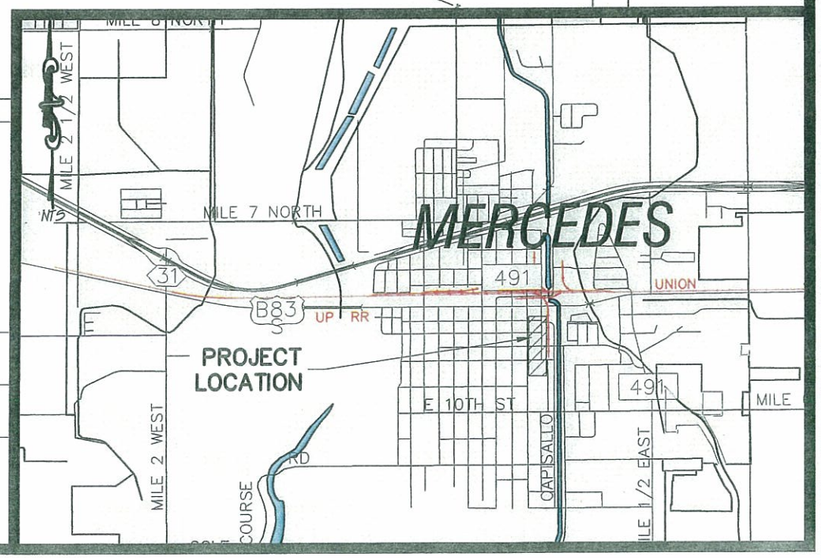
LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

LUMINAIRE ARMS SHALL BE AIMED PERPENDICULAR TO THE CENTERLINE OF ROADWAY OR AS DIRECTED BY THE ENGINEER.

LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	2



HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY PRECINCT 1 PROJECT

MERCEDES WATER PLANT

PROPOSED LUMINAIRE ASSEMBLY

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER
11/2/11

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

RAUL E. SESIN P.E. No. 86374

SCALE: 1"=30'
DATE: 11-10-11
DRAWN BY: CYNTHIA PEREZ
DESIGNED BY: R.SESIN
REVISED BY: R.SESIN
SURVEYED BY: E.ISIDRO
PROJECT FILE:

SHEET:
1 OF 1

Drawing: I:\PCT 1\pct 1 solar light ph 2\MERCEDES WATER PLANT\mercedes water plant.dwg Plotted by: cynthia.perez
Layout Tab: Layout1 Date: 11/14/2011 Time: 01:58:34 PM

HIGH LAND
SUBDIVISION

MILE 9 N ROAD

PP

PP

PP

MERCEDES
LIFT STATION

PP

PROP. SOLAR
LUMINAIRE
ASSEMBLY TO
REPLACE
EXISTING POWER
POLE WITH LIGHT

LAMP POST

LEGEND
- POLE
- POWER POLE W/LIGHT
- POWER POLE

OWNER: RENE & ESMERALDA
ARGUELLES

NOTES:

ALL LUMINAIRE ASSEMBLY LOCATIONS ARE TENTATIVE, THE CONTRACTOR SHALL DETERMINE THE OPTIMUM LOCATION BASED ON R.O.W. AVAILABILITY, FIELD CONDITIONS, AND MANUFACTURER'S RECOMMENDATIONS.

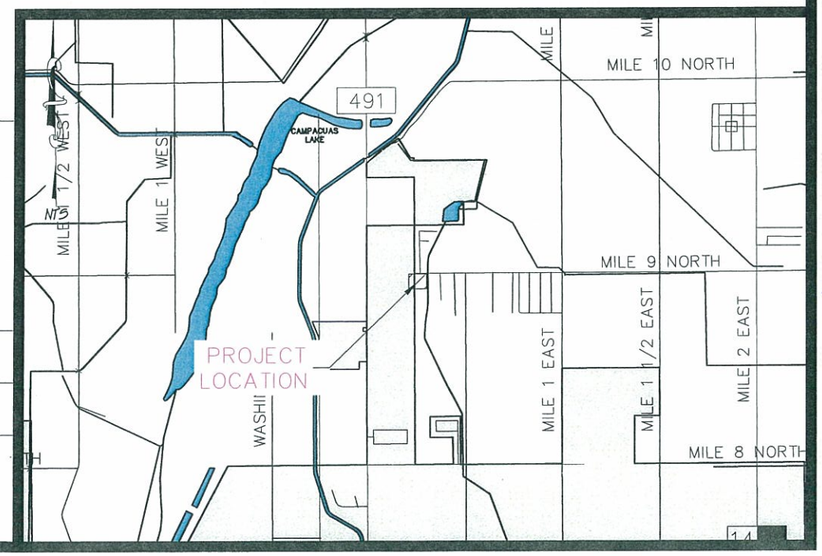
LUMINAIRE ADJUSTMENTS SUBJECT TO APPROVAL BY THE ENGINEER.

LUMINAIRE ARMS SHALL BE AIMED PERPENDICULAR TO THE CENTERLINE OF ROADWAY OR AS DIRECTED BY THE ENGINEER.

LUMINAIRE ASSEMBLY WILL BE INSTALL NEXT TO EXISTING SERVICE POLE WHEN LOCATED INSIDE ROW OR WHERE DETERMINE BY THE ENGINEER.

SUMMARY OF QUANTATIES

DESCRIPTION	UNIT	QTY
FURNISH AND INSTALL SOLAR LIGHTING ASSEMBLIES (COMPLETE IN PLACE)	EA	1



HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY
PRECINCT 1 PROJECT

CITY OF MERCEDES LIFT STATION

PROPOSED LUMINAIRE ASSEMBLY

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

RAUL E. SESIN-P.E. No. 86374

SCALE: 1"=20'
DATE: 1-9-12
DRAWN BY: CYNTHIA PEREZ
DESIGNED BY: R.SESIN
REVISED BY: R.SESIN
SURVEYED BY: E.ISIDRO
PROJECT FILE:

SHEET:
1 OF 1

Drawing: I:\PCT 1\pct 1 solar light ph 2\mercedes lift station\mercedes liftstation plans.dwg Plotted by: cynthia.perez
Layout Tab: Layout1 Date: 01/09/2012 Time: 10:52:14 AM

GENERAL NOTES:

1. THE CONTRACTOR SHALL INSTALL A FULLY OPERATIONAL SOLAR POWERED LUMINAIRE ASSEMBLY AT PROPOSED LOCATIONS.

2. CONTRACTOR SHALL VERIFY ALL SOLAR MODULES ARE FREE OF ANY OBSTRUCTIONS AND ORIENTATE SOLAR PANELS FOR MAXIMUM SUN EXPOSURE.

3. CONTRACTOR SHALL BE RESPONSIBLE TO CALL DIG TESS 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR UTILITY SPOTTING @ (1-800-DIG-TESS) AND CONTACT THE HIDALGO COUNTY IRRIGATION DISTRICT AND WATER SUPPLIERS FOR THE PROJECT AREA.

4. CONTRACTOR SHALL STAKE R.O.W. AND OR PROPERTY LINE BY LOCATING PROPERTY PINS ON LOTS ADJACENT TO PROPOSED LUMINAIRE LOCATION.

5. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY PRECINCT NO. 1

6. ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

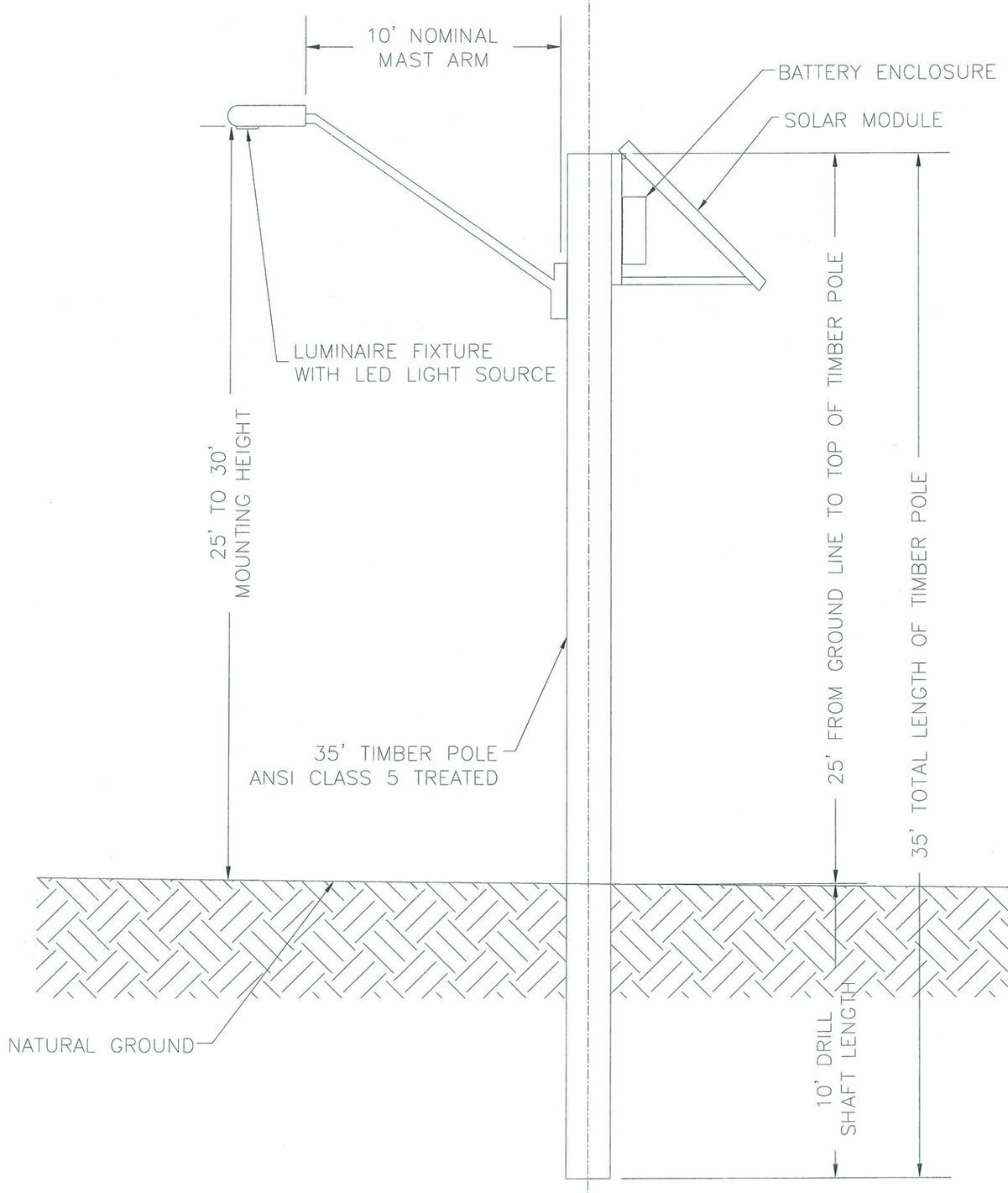
7. CONTRACTOR TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHT OF WAY OF THE CITY, COUNTY, OR STATE.

8. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY SURFACE IRREGULARITIES, AS DIRECTED BY THE ENGINEER, CAUSED BY THE CONTRACTOR'S WORKING OPERATIONS.

9. THE CONTRACTOR SHALL CLEANUP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO INSTALLATION OF ALL ITEMS TO BE CONSTRUCTED.

10. THE PREPARATION OF THESE PLANS REFLECTS INFORMATION, PROVIDED BY OTHERS, ON THE APPROXIMATE LOCATION AND EXISTENCE OF EXISTING PUBLIC AND PRIVATE UTILITY LINES AND ADJACENT PHYSICAL FEATURES. HOWEVER, THEY DO NOT IMPLY OR AFFIRM THAT ALL UTILITIES OR PHYSICAL FEATURES ARE SHOWN. GENERALLY, UTILITY SERVICE CONNECTIONS ARE NOT INDICATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS OF THE OWNER IMMEDIATELY UPON ENCOUNTERING UNFORESEEN CONFLICTS.

11. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING PUBLIC AND PRIVATE UTILITIES ARE SHOWN, CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR TO BE FULLY RESPONSIBLE FOR DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE EXISTING UTILITIES.



SEQUENCE OF CONSTRUCTION

1. CONTRACTOR TO DETERMINE OPTIMUM LOCATION OF LUMINAIRE ASSEMBLIES.
2. ENGINEER TO REVIEW OPTIMUM LOCATION OF LUMINAIRE ASSEMBLIES AND DIRECTION OF LUMINAIRE ARMS.
3. CONTRACTOR TO CALL FOR SPOTTING OF UTILITIES.
4. STAKING OF R.O.W AND OR PROPERTY LINES.
5. INSTALLATION OF LUMINAIRE ASSEMBLIES.

HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG, TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY
PRECINCT 1 PROJECT

HIDALGO COUNTY PCT 1
SOLAR LIGHTS PORJECT
TYPICAL SOLAR LUMINAIRE ASSEMBLY DETAIL AND GENERAL NOTES

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

RAUL E. SESIN-P.E. No. 86374

SCALE: NTS
DATE: 8-10-11
DRAWN BY: CYNTHIA PEREZ
DESIGNED BY: R. SESIN
REVISED BY: R. SESIN
SURVEYED BY: E. ISIDRO
PROJECT FILE:

SHEET:
1 OF 1

Drawing: I:\PCT. 1\pct. 1 solar light ph 2\general notes.dwg Plotted by: cynthia.perez
Layout Tab: TOPO Date: 11/17/2011 Time: 03:09:28 PM

HIDALGO COUNTY PURCHASING DEPARTMENT

EXHIBIT "B"

Hidalgo County Precinct No. 1

Solar Powered Lights- Phase II (EECBG)

2012-065-MSS

PROPOSAL PAGE

SAMPLE						
Item No.	*Estimated Quantity*	*Unit*	*Item Description*	*Unit Bid Price In Words*	*Unit Price In Figures*	*Total Extension In Figures*
1	*20*	*STA*	*Preparing ROW*	*Three Hundred* *Dollars* *Fifty* *Cents*	$300.50	$6,010.00

PROPOSAL Date of request: February 13, 2012

Item No.	QTY	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	**18**	EA	To be installed within **CITY OF ELSA.** Solar Powered Light System including all incidental work and equipment to have the system operational.	*LABOR* Six thousand six hundred & Five Dollars fifty eight Cents *MATERIAL* One thousand five hundred sixty six Dollar fifty Cents ***TOTAL:***	$6605.58 $1566.50 $8172.08	$118,900.44 $28,197.00 $147,097.44
2	**12**	EA	To be installed within **CITY OF EDCOUCH.** Solar Powered Light System including all incidental work and equipment to have the system operational.	*LABOR* six thousand six hundred & five Dollars fifty eight Cents *MATERIALS* one thousand five hundred sixty six Dollars fifty Cents ***TOTAL:***	$6605.50 $1566.50 $8172.00	$79,266.96 $18,798.00 $98,064.96
3	**13**	EA	To be installed within **CITY OF LA VILLA.** Solar Powered Light System including all incidental work and equipment to have the system operational.	*LABOR* six thousand six hundred & five Dollars fifty eight Cents *MATERIALS* one thousand five hundred sixty six Dollars fifty Cents ***TOTAL***	$6605.50 $1566.50 $8172.00	$85,872.54 $20,364.50 $106,237.04

4	9	EA	To be installed within **CITY OF MERCEDES**. Solar Powered Light System including all incidental work and equipment to have the system operational.	*LABOR*	Six thousand six hundred five Dollars fifty eight Cents	$6605.58	$59,450.22
				MATERIALS	One thousand five hundred sixty six Dollars fifty Cents	$1566.50	$14,098.50
					TOTAL	$8172.08	$73,548.72

AS PER CONTRACT No.

PROPOSAL TOTAL COST: $424,948.16

	Insert Check Mark to Acknowledge
1. **PREVAILING WAGE RATES/DAVIS BACON ACT COMPLIANCE**	✓
2. **BUY AMERICAN ACT COMPLIANCE**	✓

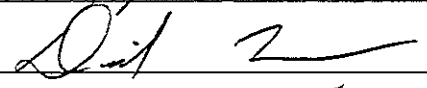
COMPANY NAME:	Facility Solutions Group
AUTHORIZED SIGNATURE:	
PRINTED NAME:	David Thomas
TITLE:	Division Manager
PHONE NUMBER	361-882-5685
E-MAIL ADDRESS	david.thomas@FSGI.com

EXHIBIT "C"

Insurance Requirements

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

1. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and $500,000.00 per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

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

3. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

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

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.

Insurance Requirement Acknowledgment

I, David Thomas, authorized representative for Facility Solutions Group,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

∂ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.)

∂ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

∂ have already been met, see attached copy of insurance certificate.

_____ 2-13-2012
Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance Purchasing Department Contracts Manager will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/14/2012

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
Peter Mulcahy
Independent Insurance Group
3010 LBJ Freeway Ste. 920
Dallas TX 75234-7004

CONTACT NAME: Diana Allred
PHONE (A/C, No, Ext): 972-231-8277 **FAX (A/C, No):**
E-MAIL ADDRESS: dianaa@indinsgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : TRAVELERS LLOYDS INS CO	41262
INSURER B : Travelers Indemnity Company	25658
INSURER C : Travelers Property Casualty Company	25674
INSURER D : Underwriters At Lloyds London	15792
INSURER E : Starr Indemnity & Liab Co	38318
INSURER F :	

INSURED
Facility Solutions Group, Inc.
See Named Insureds below
4401 Westgate Blvd, Suite 310
Austin TX 78745-1494

COVERAGES **CERTIFICATE NUMBER:** 1953507967 **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	
C	GENERAL LIABILITY			VTC2J-CO-131J8737	10/1/2011	10/1/2012	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
	X Contractual Liab						PERSONAL & ADV INJURY	$1,000,000
	X XCU						GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT X LOC							$
C	AUTOMOBILE LIABILITY			VTC2J-CAP-131J8749	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
C	X ANY AUTO			BAP131J8750 (Phys Dmg)	10/1/2011	10/1/2012	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Comp/Coll $1							$
E	X UMBRELLA LIAB X OCCUR			SISCCCL01603211	10/1/2011	10/1/2012	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $ N/A						Follows Form	$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		VTC2K-UB-8355N839 (AZ)	10/1/2011	10/1/2012	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)			VTRJ-UB-0923P941 (AZ)	10/1/2011	10/1/2012	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 A D	Instalation Floater			QT 630 0502P347	10/1/2011	10/1/2012	Blanket	$500,000
	Leased/Rented			QT6300502P347	10/1/2011	10/1/2012	Blanket	$500,000
	Professional Liab			PFSG00211	10/1/2011	10/1/2012	Occur/Aggre Limits	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Named Scheduled:FSG Electric; FSG Lighting;FSG,INC.;GB Realty Management, LLC;801 Richfield Partnership,LLC;Sign Tech International;Design Electric, Inc.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Highway Business 281
Attn:Purchasing Dept.
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Facility Solutions Group, possess all of the **APPLICABLE**:

1. Licenses: ✓
2. Bonds: ✓
3. Certificates: ✓
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**

[signature]
Authorized Signature

2-13-2012
Date

Facility Solutions Group
Company

585 S. Padre Islands Dr.
Address

Corpus Christi, TX 78405
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

N/A

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Facility Solutions Group, Inc.

Business name/disregarded entity name, if different from above
Facility Solutions Group

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☑ Exempt payee

Address (number, street, and apt. or suite no.)
4401 Westgate Boulevard, Suite 310

Requester's name and address (optional)

City, state, and ZIP code
Austin, TX 78745-1494

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–				

Employer identification number
7	4	–	2	9	4	2	8	3	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** William Graham **Date ▶** 01-01-2012

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "TITLE (PROJECT DESCRIPTION"
PROJECT NO.:

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, David Thomas, 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: D. Thomas - Division Mgr.

Subscribed and sworn to before me this 13th day of Feb, 2014.

Notary Public R Rodriguez

My commission expires: _____, 20____

ROSERIE RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
January 19, 2015

FSG electric
FACILITY SOLUTIONS GROUP

FSG ELECTRIC APPLICATION FOR CREDIT

The following information is offered in the interest of obtaining credit with your firm. FSG is a national electrical contractor. We have been incorporated since 1986.

Our Corporate Office address is:
FSG Electric
4401 Westgate Blvd, Suite 310
Austin, Texas 78745-1494

Phone: 512-440-7985
Fax: 512-440-0399

Our Branch Locations: (Where all invoices are to be sent)

11115 Iota Drive San Antonio, Texas 78217	8203A North Lamar Austin, Texas 78753	5532 Midway Road, Suite 7 Ft. Worth, Texas 76117-4640
2525 Walnut Hill ,Ste. 100-400 Dallas, Texas 75220	1045 Entry Drive. Bensenville, IL 60106	5115 Steadmont Houston, Texas 77040
585 South Padre Island Drive Corpus Christi, Texas 78405	9900 Westpoint Dr., 104 Indianapolis, IN 46258	6435 Vista Drive Shawnee, KS 66218
224 Washington Street Perth Amboy, NJ 08861	801 Richfield Road Placentia, CA 92870	4660 South 33rd Street Phoenix, AZ 85040
5050 Osage Street, #200 Denver, CO 80221	7209 Jefferson Street NE Albuquerque, NM 87109	10212 Metric Boulevard Austin, TX 78758

Principle: William D. Graham, President

The Corporate Bank:	**Bank Officer:**	**Confirmation Department**
Wells Fargo Capital Finance 111 Congress Ave., Suite 2200 Austin, Texas 78701	Michael Friesch 111 Congress Ave., Suite 2200 Austin, Texas 78701	Credit Inquiries/Rating/Verifications **Account # 2000019282574** 512-344-8044 (phone) 512-344-7318 (fax)

Trade References:

Graybar Electric	Frank Slovacek	972-877-5109 (p) 817-213-1373 (f)
Columbia Electric Supply		361-888-9101 (p) 361-888-4176 (f)
Reynolds Company		214-630-9000 (p) 214-630-4629 (f)

Federal ID Number: 74-2942838 **D & B Number:** **06-237-6637**

I vouch for the accuracy of the above information and authorize you to contact the references provided above for credit information.

Thank you,

William D. Graham
President

FACILITYSOLUTIONSgroup

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

Company Name: Facility Solutions Group **Telephone No.** (361) 882-5685

dba Name:

Legal Name: Facility Solutions Group

Mailing Address : 585 S. Padre Island Dr **Fax No.** ( )

Physical Address: "

City, State, Zip Corpus Christi, TX 78405 **Tax I.D. No.** Attached

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: TX **Date:**_____ **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker ____ Distributor ____ Service Organization ✓ Other, Specify Electrical Contractor

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

David Thomas, Jason Zippian

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

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

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: Electrical Contractor

Would you like to be provided with specifications for procurements of such products?: ☒ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____ **Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

AI-31070 **20. B. 2.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: Martha L. Salazar

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional (appraisal) services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Appraisal Services for Precinct No. 1 services,

Total Scores	Leonel Garza & Associates	Professional Appraisal Services	HLH Appraisal Services
Evaluator 1	100	95	79
Ranking			

c. Authority for the Purchasing Department to negotiate a professional services contract with the No. 1 ranked firm of _____ for: the provision of professional Appraisal services within Hidalgo County Pct. #1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Purchase Orders would be funded through various accounts available to Pct. depending on project.

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/15/2012 04:14 PM
Budget & Management	Merlen P. Munoz	02/15/2012 04:18 PM
Ivan Cantu	Ivan Cantu	02/16/2012 10:32 AM
Auditor's Office	Arcilia Duran	02/22/2012 01:46 PM

Form Started By: Nielda Cavazos Started On: 02/14/2012 04:29 PM

Final Approval Date: 02/22/2012

HIDALGO COUNTY PRECINCT NO 1

FOR

Appraisal Services

Scoring & Evaluation GRID

Appraisal Services

Total Scores	Leonel Garza & Associates	Professional Appraisal Services	HLH Appraisal Services
Evaluator 1	100	95	79
RANKING			

*Scoring & Evaluation was completed by Pct No 1 *

AI-30486 **20. C. 1.**

CC REGULAR

Meeting Date: 02/28/2012

Department Head: Martha Salazar

Department: PURCHASING DEPT.

Information

CAPTION

a. Discussion, acceptance and approval of request & recommendation by the Hidalgo County Tax Office to enter into an agreement for the "Remote Deposit Capture Services " only, with services provided by First National Bank in connection to the the County's current agreement Contract #C-09-065-04-17 and thus permit the Tax Office to automate and provide to customers an efficient payment process thus saving time and money; and

b. Approval for County Judge, Elected Official and or Executive Officer to complete and sign the execution of this agreement so as to allow the services to be implemented.

BACKGROUND

This will be at no additional cost to the County (see attached information).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact on this agenda item.

Attachments

Agreement Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/15/2012 04:04 PM
Budget & Management	Merlen P. Munoz	02/15/2012 04:17 PM
Perla Lopez	Perla Lopez	02/16/2012 02:10 PM
Auditor's Office	Angela Garcia	02/24/2012 03:38 PM

Form Started By: Vangie Garcia Started On: 01/10/2012 02:22 PM

Final Approval Date: 02/24/2012

Office of Tax Assessor-Collector
COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

December 26, 2011

DEC 27 2011

Ms. Marty Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus Hwy 281
Edinburg, TX 78539

Dear Ms. Salazar:

Enclosed find Remote Deposit Capture/Remit Plus Services Agreement from First National Bank.

First National Bank has included an Addendum to this Agreement.

On Exhibit A, Remote Deposit Capture/Remit Plus Fees and Pricing, we are only looking at Remote Deposit, not the Remit Plus.

Kindly review and advise our office as soon as possible.

Very truly yours,

Armando Barrera Jr. RTA
Hidalgo County Tax Assr/Coll

ABJ:nc

Cc: Yolanda Villescas, RTA
Tax Collection's Manager

Encl.

FIRST NATIONAL BANK

Secure Mailbox ? HELP

VIEW MESSAGE

SUBJECT: Remote Deposit Capture Services
FROM: Dacia.Salinas@webfnb.com
TO: evangelina.garcia@co.hidalgo.tx.us
CC: yolanda.villescas@hidalgocountytax.org , evangelina.garcia@co.hidalgo.tx.us , roxanna.deleon@webfnb.com
SENT: Wed 15 Feb 2012 08:16:55 CST
EXPIRES: Fri 16 Mar 2012 08:16:55 CDT

Reply | Reply to All | Original Version | ?

Vangie,

Thisis to clarify Mr. Barrera's request for Remote Deposit Capture Services,the agreement provided is solely for the Remote Deposit Capture service. Remit Plusservices would require an additional application to be completed which has notbeen requested.

Pleaselet me know if you have any other questions.

Thankyou,

DACIA A. SALINAS
AVP Commercial Sales
FIRST NATIONAL BANK
956-385-3532
956-385-3531 fax
dacia.salinas@webfnb.com
www.webfnb.com

"You're ***Family*** Here!"

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Any views or opinions expressed in this message are those of the individual sender and not necessarily those of First National Bank, shareholders, or directors.

FIRST NATIONAL BANK
Member FDIC

Remote Deposit Capture/ Remit Plus Services Agreement

This Remote Deposit Capture/ Remit Plus Agreement **("Agreement")**, a remote deposit/remit plus services agreement, is entered into as of February 28, 2012 ("Effective Date"), by and between **First National Bank, Edinburg, Texas** ("Bank") and Hidalgo County ("Customer"). Bank and Customer are hereinafter collectively referred to as the "Parties." The Parties agree that the term of this Agreement is to be for one year from the Effective Date, unless terminated or extended in accordance with the provisions of this Agreement.

Recitals

WHEREAS, Bank is engaged in providing Remote Deposit/Remit Plus Services ("Services") for commercial customers; and,

WHEREAS, Customer is a commercial customer that wishes to purchase the Services in connection with its business; and,

WHEREAS, the Parties wish to enter into this Agreement whereby (i) Customer will retain the services of Bank to provide the Services to Customer in order for Customer to process payments from its customers more efficiently; and (ii) Bank will provide the Services to Customer in furtherance of its business; and,

WHEREAS, Bank has agreed to provide the Services for fair and adequate consideration, as set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and based upon other good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

Agreement

This Agreement governs Customer's use of the Services. Bank offers the Services under this Agreement only in association with Customer's deposit accounts with Bank ("Account(s)"), and this Agreement supplements but does not replace any agreement(s) Customer might have entered into with respect to other services including Customer's Deposit Account Agreement ("Deposit Agreement"). **By signing this Agreement, Customer agrees to be bound by these terms, conditions and obligations.**

I. GENERAL TERMS AND PROVISIONS

A. Authority. Customer represents that it has full and complete authority to enter into this Agreement. Bank may accept oral or written instructions (including written instructions sent via facsimile or other electronic transmission) from any person who is described as an authorized representative or authorized person of Customer (individually, an "Authorized Person"; and collectively, "Authorized Persons"). Bank may require further written confirmation of instructions given orally or by facsimile. Each Authorized Person is authorized to conduct any transaction within the scope of the Services. Bank may rely on any written notice containing signatures of an Authorized Person unless Bank has reason to believe that the signature is not genuine. Each Authorized Person may act alone. If Bank receives conflicting instructions from Authorized Persons, Bank may (a) honor one or more of the instructions received, (b) refuse to honor any of the instructions until Bank receives instructions to which all Authorized Persons agree or (c) submit to a court all funds which are subject to the conflicting instructions (at which time Bank will be automatically discharged from any obligations with respect to such funds).

B. Fees and Other Charges

1. Fees are payable as set forth in the **Bank's** Schedule of Fees delivered to Customer in **connection with this Agreement (as amended from time to time, the "Schedule of Fees").** If sufficient funds are in the Account(s), Bank will offset such fees against the balance of the Account(s) on or after the date they are payable.

2. If the Account(s) do not contain funds in an amount sufficient to pay such fees, on the date they are payable, then Bank may, in its sole discretion, immediately terminate this Agreement (or the Services) and Customer's **access to any of the Services without prior notice. Regardless of whether** Bank exercises this termination right, Bank will assess, and Customer agrees to pay, a finance charge equal to 1% per month (18% per year) on all outstanding balances 31 days and older. Customer will be responsible to Bank for all costs incurred by Bank to collect any outstanding balances due Bank, including **reasonable attorney's fees and court costs. Bank's fees and charges do not include sales,** use, excise or similar taxes. Consequently, Customer is solely responsible for and agrees to pay amounts equal to any such taxes resulting from this Agreement or any activities hereunder. If any dispute arises involving any of such fees, Customer will promptly notify Bank of the dispute and will not withhold payment. Bank will investigate the disputed fees within 15 days and promptly notify Customer of the findings of its investigation. All fees and charges are subject to change by Bank upon 30 days' prior written notice to Customer.

C. Confidentiality. Subject to the provisions of the Texas Public Information Act, If Customer uses any software product or Internet delivered service provided by Bank in connection with the Services, Customer acknowledges that Bank has a proprietary interest in such software or Internet delivered service, as well as any records, manuals, codes, files or systems which accompany it or are provided in connection with it, the object and source codes therefore, and any updates, upgrades, fixes, and enhancements thereto, together with any other documentation, user guide, or instructions (collectively, the "Software") and that such Software remains the property of Bank. Subject to the provisions of the Texas Public Information Act, Customer will not disclose the Software except to its employees who need to know the Software in order to perform their jobs and assure compliance with this Agreement. Subject to the provisions of the Texas Public Information Act, Customer also agrees not to disclose, and to instruct its employees not to disclose, the Software to anyone else. Subject to the provisions of the Texas Public Information Act, If Customer ceases to use the Services; Customer will return the Software to Bank. Subject to the provisions of the Texas Public Information Act, Customer will not disclose or reveal the terms of this Agreement or any fees and charges under this Agreement to anyone other than employees of Customer who require such information in the ordinary course and scope of their employment, or to other individuals whose assigned duties reasonably require that such disclosure be made, or if disclosure is required by legal process.

D. Security Procedures. Customer will abide by Bank's **security procedures for the Services.** Customer has approved such security procedures and agrees that those procedures are commercially reasonable and adequate for the purposes intended. Bank may rely on the security procedures to determine whether any instructions are authorized, and Customer will be bound by instructions issued in its name by any Authorized Person and accepted by Bank in compliance with the security procedures, whether or not Customer actually authorized such instructions. The security procedures may include a PIN, user ID number, password or other code (collectively, a "Code"). If Customer believes or has reason to believe that any security procedure or Code has or may have become known by unauthorized persons (whether such persons are employed by Customer or not), Customer will immediately notify Bank by telephone and will confirm that oral notification in writing to Bank within 24 hours. Bank will have no liability for losses caused by unauthorized access to any confidential information. Bank will **replace the security procedures in accordance with Bank's security** requirements. Customer will be liable for any instructions and other communications initiated before Bank has received that notice and has had a reasonable opportunity to act on that notice. Bank reserves the right to change any or all of the security procedures at any time by giving written notice to Customer. Customer should carefully consider the security risks associated with the number of Authorized Persons granted access to the Services and limit that number in accordance with prudent business practices.

E. Internet Delivered Services. The Services involve use of the Internet for delivery of and obtaining files and other information. Customer represents that it is aware of the processes implemented by Bank with respect to the use of the Internet in connection with the delivery of the Services, and Customer agrees that such processes, including encryption, are commercially reasonable and acceptable to Customer (even if such processes, including encryption, do not consist of the most recently developed technologies for such activities). For any of the Services using the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of those third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event will Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, Customer's ability to connect to the Internet, or Bank's ability to connect to the Internet on Customer's behalf.

F. Provision of Communication Devices. Bank will retain ownership of the equipment provided by the Bank for the Services and set forth on **Exhibit A (the "Equipment")**. Upon termination of this Agreement by either party for any reason, Customer shall return the Equipment in the condition as originally provided to Customer excepting ordinary wear and tear resulting from proper use, packed for proper shipment, shipped to such place or by such carrier as the Bank shall specify. In the event the Equipment has not been returned within fifteen (15) calendar days of the date of termination, Customer shall make payment to the Bank in an amount equivalent to the Bank's **replacement cost for the Equipment, as established by** the Bank and set forth in **Exhibit B.**

G. Software Licenses. Certain of the Services involve use by Customer of Software provided by Bank and for which Bank is the owner of the license. Customer will use such Software in connection with the **Services under Bank's permission given in accordance with Bank's license an**d subject to the terms and provisions of such license. Customer further agrees that such permission may be withdrawn at any time by **Bank. Bank's permission to use such** Software will be automatically withdrawn upon termination of this Agreement.

H. Notices. Any notices required under this Agreement will be in writing, and the notice will be effective when received. Notices must either be sent by certified mail, return receipt requested, postage prepaid, or hand delivered, and addressed (a) to Customer or Bank at the address that is set forth on the signature page to this Agreement or to Customer at the address to which account statements are mailed, or (b) to either party at any other address designated in writing by one party to the other. Changes in either **party's address must be sent to the other party according to these notic**e procedures at least 30 days before its effective date.

I. Successors and Assigns. This Agreement is binding upon and is for the benefit of Bank and Customer and their respective successors and assigns. Bank may, at any time and in its sole discretion, assign this Agreement to any affiliate, subsidiary, parent, any company owned or controlled by any affiliate, subsidiary or parent company or any entity that acquires substantially all of the assets of Bank. Otherwise, Bank and Customer may not assign this Agreement to any other person without the express written agreement of the other party.

J. Recording Telephone Conversations. Customer agrees on behalf of itself, its officers, employees and agents that Bank may (but has no obligation to) record or monitor any telephone conversation with any person in connection with this Agreement without further notice to any person.

K. Amendments. Bank may amend this Agreement at any time by giving 10 days' written notice to Customer. However, if the change is required by law, regulations or applicable clearinghouse rules, or by any

governmental agency having regulatory authority over Bank, or if Bank determines in its sole discretion that the change is necessary for the security of the Account(s) or the security or integrity of the systems used by Bank in performing the Services, Bank may amend this Agreement by giving Customer written notice promptly after the change. If the change is unacceptable to Customer in any case, Customer may terminate this Agreement by written notice to Bank before the effective date of the change (or within 10 days after receiving notice of any change for which prior notice is not required).

L. Business Day. A Business Day is any day that Bank is operating and open for business except Saturday, Sunday and all federal holidays. All transactions, deposits, instructions and entries received by Bank on a day which is not a Business Day will be treated as if received on the next Business Day.

M. Termination. This Remote Deposit Capture Services Agreement may be terminated without cause **upon thirty (30) days' written notice by the County of Hidalgo** and in no ways does it alter or amend the original Depository Contract signed on April 17, 2009. Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other. **Bank may terminate this Agreement immediately** if the Customer (a) fails to maintain adequate balances in any applicable account or does not pay an overdraft upon demand, (b) violates this Agreement or any other agreement Customer has with Bank, including any loan, credit or letter of credit agreement, (c) fails to provide financial information that Bank reasonably requests, (d) has a material adverse change in its financial condition, or (e) makes a general assignment for the benefit of creditors or becomes a debtor in any bankruptcy or other insolvency or liquidation proceeding of any kind. Bank may also terminate this Agreement immediately if it can no longer practicably provide the Services. If Bank terminates this Agreement other than pursuant to the first sentence of this Paragraph, Bank has the right, effective immediately at the time of termination, to make no further transfers or payments from the Account(s), including any transactions previously authorized by Customer. The limitation of liability, indemnity and confidentiality provisions of this Agreement will survive its termination.

Ma. Funding Out Clause: Commitment of Current Revenues Only. In the event that, during any term hereof, the County of Hidalgo Commissioners Court does not appropriate sufficient funds to meet the obligations of Customer under this Agreement, Customer may terminate this Agreement upon sixty (60) days written notice to Bank and in no way does it alter or amend the original Depository contract signed on April 17, 2009. Customer 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 Customer pursuant to the provisions of Tex. Loc. Govt. code Ann. 271.903 (Vernon Supp. 1996).

N. Choice of Law. This Agreement is governed by, and is to be construed in accordance with, the laws of the State of Texas. Venue for any dispute arising under this Agreement will be in the civil courts of Hidalgo County, Texas. Both Bank and Customer agree to waive objections to venue that they may now or hereafter have as to the venue in that court. Customer may be served with process by certified or registered mail, return receipt requested at Customer's **notice address provided in this Agreement or by any address used for** the mailing of Bank depository account statements, or in any other manner permitted by law. The prevailing party in any lawsuit related to this Agreement will be entitled to legal costs, including reasonable attorney's fees. Notwithstanding this Paragraph, in the event of a conflict between this Paragraph and Paragraph I.O. regarding arbitration, Paragraph I.O. will govern and control.

O. Arbitration. Either Customer or Bank may request (before or after judicial proceedings have begun) that any controversy or claim related to this Agreement be settled by mandatory and binding arbitration using the Commercial Arbitration Rules of the American Arbitration Association. In that case, all statutes of limitation that would otherwise apply will continue to apply and the arbitration will be conducted in Edinburg, Texas by a single arbitrator (or by 3 arbitrators if the amount in controversy exceeds $1 million). The arbitrator(s) may (a) order discovery to be conducted in accordance with the Federal Rules of Civil Procedure and (b) make summary rulings such as summary judgments and orders of dismissal after a party submits a motion to dismiss. Any arbitration award will be final and binding. Nothing herein prevents either Bank or Customer from exercising self-help remedies such as offset, or from foreclosing any lien or security interest it may have or from obtaining emergency court relief where it would otherwise be available.

P. Standard of Care. Bank's responsibility to Customer under this Agreement is limited to the exercise of ordinary care. If Bank substantially complies with the procedures set forth in this Agreement, Bank will be considered to have exercised ordinary care. If Bank occasionally and unintentionally deviates from the procedures in this Agreement, the deviation will not be considered to be a failure to exercise ordinary care in respect to the transactions in which they occurred.

Q. [INTENTIONALLY LEFT BLANK]

R. Entire Agreement. THIS AGREEMENT AND ALL AMENDMENTS, EXHIBITS AND ATTACHMENTS EMBODY THE ENTIRE AGREEMENT BETWEEN CUSTOMER AND BANK REGARDING THE SERVICES. THIS AGREEMENT SUPERSEDES ALL PROPOSALS AND PRIOR AGREEMENTS AND ALL ORAL DISCUSSIONS RELATING TO THE SUBJECTS COVERED BY THIS AGREEMENT. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN BANK AND CUSTOMER. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN CUSTOMER AND BANK.

S. Other Governing Documents and Laws. In addition to this Agreement, transactions covered by this Agreement are also governed by the following as applicable: signature cards, applicable software or Internet delivered program user guides, Bank's Rules and Regulations Governing Deposit Accounts, applicable or relevant software license agreements, Automated Clearing House ("ACH") operating rules (specifically, the NACHA Operating Rules and Guidelines), Article 4 and Article 4A of the Texas Business and Commerce Code, the Electronic Fund Transfers Act, Regulation E and Regulation J of the Federal Reserve Board, the Bank Secrecy Act and all other applicable federal or state laws or regulations. Customer is bound by all of these documents, laws, rules, regulations, terms and conditions whether or not Customer has signed the documents or read the applicable agreement, document, law, rule, regulation, term or condition. If Bank's Rules and Regulations Governing Deposit Accounts are inconsistent with this Agreement, this Agreement controls.

T. Encryption. Customer, and not Bank, bears the sole responsibility and obligation with respect to compliance by the encryption services and products provided by Bank under and in connection with this Agreement (the "Encryption Services") with the laws of all jurisdictions other than the United States of America and the states thereof ("Foreign Jurisdictions"). If Customer is organized under the laws of a Foreign Jurisdiction, or if Customer transfers data that is encrypted by means of the Encryption Services from a Foreign Jurisdiction into the United States of America or from the United States of America to a Foreign Jurisdiction, then in each case, Customer will (a) consult with its legal counsel regarding compliance of the Encryption Services with the laws of such Foreign Jurisdiction, and (b) comply in all respects with the laws of such Foreign Jurisdiction with respect to the Encryption Services.

U. Limit of Liability. IN NO EVENT WILL BANK OR BANK'S SERVICE PROVIDERS BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, LOSSES OR INJURIES (INCLUDING LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER) ARISING OUT OF THE USE BY CUSTOMER OF ANY SERVICE OR THE FAILURE OF BANK OR ITS SERVICE PROVIDERS TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS THEREUNDER, EVEN IF BANK OR BANK'S SERVICE PROVIDERS HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO CUSTOMER OR TO ANY OTHER PERSON AS TO THE SERVICE OR ANY ASPECT THEREOF, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE CREATES A

WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO CUSTOMER AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICE (INCLUDING CUSTOMER'S COMPUTER SYSTEMS OR RELATED EQUIPMENT, CUSTOMER'S SOFTWARE, OR CUSTOMER'S INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT CUSTOMER USES, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BANK IS NOT RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF CUSTOMER'S COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM CUSTOMER TO BANK OR FROM BANK TO CUSTOMER. BANK IS NOT RESPONSIBLE FOR NOTIFYING CUSTOMER OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF CUSTOMER'S COMPUTER HARDWARE OR SOFTWARE.

V. Miscellaneous Terms and Conditions

1. ***Exhibits Incorporated.*** All exhibits referred to in this Agreement are incorporated in this Agreement for all purposes just as if such exhibits were set forth in their entirety within this Agreement.

2. ***Severability***. If any section, provision or condition of this Agreement is deemed invalid or unenforceable, that provision will, to the extent permitted by applicable law, be deemed reformed so as to be enforceable. If reformation is not possible, this Agreement will be read as if that provision was never a part of it and the remainder of the Agreement will be enforced.

3. ***Compliance With Laws***. Customer will comply with, and will take whatever action is necessary for Bank to remain in compliance with, all federal and state laws and regulations regarding the provision of Services covered by this Agreement.

4. ***Captions & Headings.*** The captions and headings included in this Agreement are for convenience only and do not control or affect the meaning or construction of this Agreement.

5. ***No Waiver.*** If Bank waives any failure of Customer hereunder, such waiver will not operate to waive any other breach of the same or a different provision.

6. ***Reporting Errors***. Customer must promptly report in writing any error in connection with any of the Services and any discrepancy between Customer's records of its orders and requests (including wire and ACH payment orders) and the notices Customer receives from Bank regarding Bank's execution of Customer's orders and requests. Customer agrees that 60 days is a reasonable time for Customer to notify Bank of discrepancies, including unauthorized and erroneous payment orders, unless any other applicable administrative documents, agreements or laws provide for a shorter notification time, in which case such shorter time will apply. Customer will provide Bank with all information Bank reasonably requests in connection with any discrepancy. This Paragraph does not change Bank's Rules and Regulations Governing Deposit Accounts notification requirements regarding checks paid without a properly authorized signature or errors or discrepancies other than those specifically related to any Services.

7. *Cooperation.* Bank and Customer agree to cooperate with each other in investigating and prosecuting any loss recovery.

8. *Additional Information.* Customer will execute any additional documents and provide any information (including information necessary to remake or reconstruct any deposit, transmission, file or entry) that Bank reasonably requests.

9. *Extension of Credit.* Certain provisions of this Agreement may require Customer to have specified amounts of collected or available funds in its accounts at Bank or an affiliate at certain times. Neither Bank nor the affiliate is ever obligated to extend credit to Customer unless Bank has specifically agreed to do so in a separate writing and any conditions to that obligation have been satisfied. However, Bank has the option to extend credit to Customer from time to time by permitting overdrafts in its accounts, delaying collection of amounts due or otherwise. If Bank extends credit to Customer, the outstanding principal amount is immediately due and payable and will bear interest from the date the credit is extended until it is repaid at an annual interest rate determined by Bank, not to exceed the lesser of 18% per annum or the maximum non-usurious rate of interest permitted under applicable Texas or federal law (whichever permits the higher rate). If Bank does not elect to extend credit to Customer, Customer must provide immediately available funds sufficient to satisfy its obligations under this Agreement.

10. *Software.* If Customer uses one or more of Bank's proprietary computerized data transmission systems or supporting Software, it is bound by Bank's and other third parties' terms and conditions relating to information services, in addition to the terms that relate to the specific Services Customer accesses by that transmission facility.

11 *Force Majeure.* No party will be deemed to have breached this Agreement if it fails to perform because of a cause beyond the reasonable direct control of that party, and without fault or negligence of that party. Examples of causes beyond the reasonable direct control of a party include: any failure or interruption of any electronic communication system between Customer and Bank, equipment or software failure or malfunction, electrical, computer, or mechanical failure or malfunction, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, theft, earthquake, natural disaster, default of common carriers or third party vendors, and suspension in payments by another financial institution.

12. *Delegation to Administrator.* With respect to certain of the Services provided under this Agreement, Customer may request, and Bank may agree, that certain aspects of Customer's role in connection with such Services be delegated to an administrative representative of Customer (the "Administrator"). In connection with any Services for which an Administrator has been designated, Bank will set up such Services as if there were only one user, the Administrator, and the Administrator will assign rights and duties with respect to such Services to other officers and employees of Customer as Administrator may select. With respect to any Service for which an Administrator is selected, (a) Bank may look solely to the Administrator as the sole user of such Service, (b) Bank will be deemed to have no knowledge of, or responsibility for, (i) the identity of any person who the Administrator or Customer may have designated as a user of the Service, (ii) the status of any such designation (i.e. whether such designation is in effect or has been changed), or (iii) any act or omission by any such person, notwithstanding any actual knowledge Bank may have regarding any such matter. Customer has sole responsibility for (i) the selection of any person designated by Administrator or Customer as a user of any Service and (ii) the acts and omissions of any such person in connection with any Service. Customer holds Bank harmless from and against any claim relating to the identity of any person selected by the Administrator or Customer to use a Service, the status of any such delegation, and acts or omissions of any such person with respect to any Service.

13. *No Third Party Beneficiaries.* This Agreement confers no rights or remedies upon any person not a party to this Agreement, whether as a third party beneficiary or otherwise, against Customer or Bank, their respective successors, assigns or affiliates.

14. *Construction*. This Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Agreement, is entered into by the Parties in reliance upon the economic and legal bargains contained herein, and is to be interpreted and construed in a fair and impartial manner without regard to such factors as the party that prepared the instrument or drafted any provision hereof, the relative bargaining powers of the Parties, or the domicile of any party.

II. SERVICES. Bank will provide the Services to Customer, which allows Customer to make deposits to Account(s) maintained with Bank from Customer's place of business by scanning checks on a desktop scanner, or to initiate electronic signals for paperless entries through Bank to accounts maintained at Bank and in other depository financial institutions by means of the ACH. Customer must obtain ACH origination services from Bank before initiating ACH debit entries. The scanner will capture an image of the front and back of the check and will read and capture the Magnetic Ink Character Recognition ("MICR") line of the check. After capture of the image and data, Customer will transmit a file, via the Bank's online web banking service, to Bank or Bank's third party service provider ("TPSP") and Bank will provisionally credit an Account for the amount of the deposit and enter the images of the checks or the paperless debit entries into the collection process in accordance with the Deposit Agreement and this Agreement. Bank may discontinue the Services, or any related content, features, products or services, or the terms thereof, at any time without notice or liability to Customer or any third party. Bank will supply the Services to the Customer in accordance with the following terms:

A. *Deposited Checks*. Customer will scan and remotely deposit only checks that are acceptable to Bank for deposit into a deposit account at the Bank. Customer will only deposit checks ("Checks"), as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"), at 12 C.F.R. Section 229.2(k), payable to Customer. Customer will not deposit Checks that are issued by Customer or Customer's affiliates drawn on Customer's or Customer's affiliates' accounts, or in violation of any law, or any Check that Customer suspects or should know to be fraudulent or not authorized by the legal owner of the account on which the Check is drawn.

CUSTOMER WILL NOT DEPOSIT, WITHOUT BANK'S PRIOR WRITTEN CONSENT, "SUBSTITUTE CHECKS" AS DEFINED BY FEDERAL LAW OR IMAGE REPLACEMENT DOCUMENTS THAT PURPORT TO BE SUBSTITUTE CHECKS AND WHICH HAVE BEEN PREVIOUSLY ENDORSED BY A BANK. IF CUSTOMER DEPOSITS SUCH AN ITEM, CUSTOMER WILL REIMBURSE BANK FOR ANY LOSSES, COSTS AND EXPENSES BANK MAY INCUR ASSOCIATED WITH WARRANTY OR INDEMNITY CLAIMS. IF CUSTOMER PROVIDES BANK WITH AN ELECTRONIC REPRESENTATION OF A SUBSTITUTE CHECK FOR DEPOSIT INTO THE ACCOUNT(S) INSTEAD OF AN ORIGINAL CHECK, CUSTOMER WILL REIMBURSE BANK FOR LOSSES, COSTS AND EXPENSES BANK INCURS BECAUSE THE SUBSTITUTE CHECK RESULTING FROM THE ELECTRONIC REPRESENTATION DOES NOT MEET APPLICABLE SUBSTITUTE CHECK STANDARDS OR CAUSES DUPLICATE PAYMENTS. CUSTOMER WILL NOT DEPOSIT FOREIGN CHECKS DRAWN ON FINANCIAL INSTITUTIONS THAT ARE LOCATED OUTSIDE OF THE UNITED STATES OR TERRITORIES OF THE UNITED STATES.

B. Hardware and Software.

1. The Services require Customer to use the Equipment, which meets certain technical requirements for the proper delivery of the Services and to provide Customer with secure Internet access. Customer will use the Equipment in a manner consistent with the terms of the Services. Customer is solely responsible for the operation and maintenance of all Equipment used as part of this Agreement, and Customer will ensure that the vendor recommended maintenance is performed by trained personnel. Bank is not responsible for any computer virus or related problems that may be associated with using electronic mail or the Internet to deliver the Services. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of Customer's computer hardware or software. Bank advises

Customer to scan its computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses. Customer will only use hardware provided by Bank or hardware approved by Bank, including image scanners and personal computers, described on **Exhibit A** and meeting the minimum system requirements set forth on **Exhibit A**.

2. Customer is responsible for maintaining any additional equipment that is necessary for the Services, such as telephones, terminals, modems, scanners, and computers. Customer will use equipment **that is compatible with Bank's programs, systems and** Equipment, which Bank may change from time to time. Bank assumes no responsibility for the defects or incompatibility of any computers or software that Customer uses in connection with the Services, even if Bank has previously approved their use. Customer will notify Bank promptly if any Software or Equipment that Bank provides to Customer becomes defective, and **Bank's sole responsibility (if any) in such instances will be to repair or replace the** defective Software or Equipment. Customer is responsible for any purchased Equipment and for its repairs. Purchased Equipment may come with manufacturer's warranty, and Customer is responsible for purchasing any extended warranty, if desired.

3. All right, title and interest in and to any and all Software will be and remain the property of Bank or any third party software provider, as applicable. Unless otherwise expressly authorized, Customer may not copy, reproduce, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, or create derivative works of the Software in any form. Customer will not reverse engineer or reverse compile any Software.

4. ***Testing.*** Bank reserves the right to service, repair, exchange, test, and perform reasonable and occasional quality assurance exams on all the Equipment, if deemed necessary by Bank, both on and off the Customer's premises. **Such exams** will not exceed a frequency of once per month unless mutually agreed by the Parties. Bank reserves the right to process test system inquiries on **Customer's behalf and at Customer's expense in order to monitor network** performance and quality assurance. After the initial installation of the Equipment, any relocation thereafter must be approved or performed by an authorized Bank representative. Failure to comply will constitute grounds for termination of this Agreement and immediate repossession of all the Equipment.

5. ***Third Party Services.*** In providing the Services hereunder, Bank may use and rely upon certain TPSPs to provide database storage, database access, switching and other data communications services to Bank. Customer's **rights under this Agreement** will be solely and exclusively against Bank, and Customer will have no right or recourse against any TPSP hereunder, and Customer hereby waives any and all such rights or recourse, directly or indirectly, against any TPSP or the Federal Deposit Insurance Corporation.

C. Certain Fees and Charges.

1. ***Service Fee*****:** A monthly fee will be assessed to the Customer, pursuant to the Schedule of Fees, as compensation to Bank for training and installation of the Equipment, access to the Services through **Bank's** Remote Deposit/Remit Plus **service vendor, and Bank's** customer support. All fees and charges are subject to change by Bank upon 30 days' prior written notice to Customer.

2. ***Other Costs*****:** Customer will be responsible for all telecommunications-related costs necessary to access the Services. Bank will not be obligated to supply any special equipment (e.g., electrical outlets, telephone outlets, surge protectors, extension cords) necessary to operate any Equipment.

D. Scanning of Checks and Transmission of Files. After successful implementation and installation of any software or hardware related to the use of the Services (including the Software and the Equipment), Customer will: (a) with respect to each Check to be deposited, ensure Checks are endorsed in a manner in which provides adequate information to verify the payee received the intended credit for the Check, scan (and capture the image of) the front and back of each Check and capture the MICR encoding, and (b) with respect to image file(s) or batched ACH data or entries (individually, a "File", collectively "Files"), transmit the Files to

Bank. Customer agrees that (a) if changes are made to the MICR encoding in the file, it is only for correction of errors, and (b) to take reasonable steps to safeguard the confidentiality and security of Codes and any other proprietary property or information Bank provides to Customer in connection with the Services. Bank's security procedures are not designed for the detection of errors. Bank will not be obligated to detect errors by Customer or others, even if Bank takes certain actions from time to time to do so.

To ensure accuracy, Customer will balance the deposit dollar amount to the sum of the Checks or Checks comprising such deposit ("Balance" or "Balanced") before transmitting the File. Customer may send multiple Files to Bank throughout the day not to exceed the number of Files specified on **Exhibit B**. The total dollar value of the File received on any day will not exceed the dollar amount specified on **Exhibit B** ("Deposit Limit"). If the total dollar value of the Files transmitted to Bank on any particular day exceeds the Deposit Limit, Bank may refuse to accept the File that exceeds the Deposit Limit. Customer agrees not to exceed the Deposit Limit. The Balanced File must be received by Bank no later than the cut-off time specified on **Exhibit B** ("Cut-Off Time"). A File that is not Balanced or that is received after the Cut-Off Time will be deemed to have been received on the Business Day after the Business Day on which the File is actually received by Bank. Bank reserves the right to change the number of Files that may be transmitted per day, the Deposit Limit, and the Cut-Off Time. Any such change is to be effective immediately and may be implemented before Customer's receipt of the newly established Deposit Limit or Cut-Off Time. Customer may contact Bank at any time to verify the current Deposit Limit.

E. Maintenance and Destruction of Original Check. After scanning the Check, Customer will stamp and or use the scanner Franking functionality to mark the original Check with text or a numerical code to indicate that the Check has been "processed". Customer will store the original Check for 30 days after Customer has validly transmitted the File to Bank, such storage to be maintained in a secure fashion under procedures similar to which Customer maintains other confidential or proprietary information. During that 30-day period, Customer will take appropriate security measures to ensure that only authorized personnel have access to the original Check, that the information contained on the Check will not be disclosed, that the original Check is not duplicated or scanned more than one time, and that the original Check will not be deposited or negotiated in any form. Customer will destroy, by shredding, the original Check at the end of the 30-day period.

F. Image and MICR Quality. The File transmitted by Customer to Bank will contain images of the front and the back of the Checks scanned and remotely deposited by Customer ("Images"). The Images will be of such quality that the following information can clearly be read by sight review of the Images:

- The amount of the Check
- The Payee
- The Drawer's Signature
- The Date of the Check
- The Check number
- The information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line
- Other information placed on the Check before the time an image of the Check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check.

Images will also meet any standards for image quality established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve System, or any other regulatory agency, clearinghouse or association. Customer will also capture and transmit to Bank the full-field MICR encoding on each Check. Customer will ensure that the following information is captured from the MICR line of the Check:

- Routing Transit Number
- Account Number
- When encoded, the Serial Number and the Process Control Field.

G. Receipt of File. Customer will remain liable for, and Bank will not be accountable to, Customer for a File or Check(s) that are not received by Bank or for a File or Check(s) that are intercepted or altered by an unauthorized third party.

Bank has no obligation to accept a File and therefore may reject any File or Images of Checks submitted by Customer. Bank has no obligation to notify Customer of the rejection of a File or Images but will make reasonable efforts to do so. Bank will have no liability to Customer for rejection of a File or Image(s) or for failure to notify Customer of a rejection. Customer assumes sole responsibility for providing Bank with complete and accurate information in the form and format that Bank requires. Bank is not responsible for confirming such information.

Upon receipt of the File, Bank may examine the File and the Images. If errors exist in the data or the Images contained in the File, Bank, in its sole discretion, may reject and not accept the entire File or Bank may elect to correct the error, accept and process the File ("Corrected File"). In the event of a correction, Bank may credit the Account(s) for the full amount of the deposit and thereafter make any necessary adjustments to correct the error. Bank may, at its option, perform a risk management analysis of the File submitted by Customer to detect potentially fraudulent Checks, and, in its sole discretion, reject the File or Image(s). If after examination of the File and Images, Bank determines that Customer has processed and transmitted the File in accordance with this Agreement, the File is Balanced, and the Images meet the requirements of Paragraph II. F., then Bank **will accept the File ("Accepted File") for deposit** to the Account(s). Notwithstanding the fact that Bank has accepted the file for deposit, any credit made to the Account(s) will be provisional and Customer will remain liable to Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by or claim made against Bank on the part of any person. It is not possible for the Services to be totally free from operator, programming or equipment error, and errors in processing and compiling data may occasionally occur (for example, due to failure of others to provide accurate information or telecommunication failures). As such, Customer will review and verify all results and to maintain adequate controls for ensuring both the accuracy of data transmissions and the detection of errors. Unless otherwise **required by law, Bank's sole responsibility for any reporting errors caused by Bank will be to reprocess the information for the period in question and to provide corrected reports at Bank's own** expense. Customer will maintain adequate backup files of the data Customer submits for a reasonable period of time in order to **facilitate any needed reconstruction of Customer's transactions. If Bank is unable to provide the Services for** any reason, Bank will promptly inform Customer of the problem and will take reasonable steps to resume processing.

H. Provisional Credit and Availability of Funds. Upon acceptance of the File, Bank will grant the Account(s) provisional credit for the total amount of the Corrected File or the Accepted File. The provisional credit means that the credit is made to the Account(s) subject to final payment of the Checks and subject to the Deposit Agreement. For the purpose of determining availability of funds and the period of time for which funds may be held by Bank under Reg CC, the place of deposit will be Edinburg, Texas.

I. Collection of Checks. Bank, in its sole discretion, will determine the manner in which Images will be presented for payment to the drawee bank. Likewise, Bank, in its sole discretion, will select the clearing **agents used to collect and present the Images and Bank's selection of the clearing agents** will be considered to have been designated by Customer. Bank will not be liable for the negligence of any clearing agent. Customer agrees to be bound by any agreements entered into by and between Bank and any clearing agents, and Customer agrees to be bound by all clearinghouse rules and regulations ("Rules"), including regulations of the Board of Governors of the Federal Reserve System, Federal Reserve Bank Operating Circulars, National Check Exchange (NCE), Small Value Payments Company (SVPC), Viewpointe and Endpoint Exchange in which Bank is a member or to which Rules Bank has agreed to be bound. Collection of Checks is also subject to the terms of the Deposit Agreement.

J. Contingency Plan. If Customer is not able to capture, Balance, process, or otherwise transmit a File to Bank for any reason, including communications, equipment or software outages, interruptions or failures, Customer will transport the physical Checks and deposits to the closest office of Bank and deposit the original Checks with Bank until such time as the outage or other interruption can be identified and resolved. The deposit of original Checks at an office of Bank will be governed by the Deposit Agreement and not by this

Agreement. Notwithstanding the foregoing and to the extent applicable, Paragraph II. K., dealing with warranties, will apply to the deposit of original Checks.

K. Warranties. In addition to other warranties elsewhere in this Agreement, Customer represents and warrants to Bank:

- *Checks Deposited*. Customer will only deposit Checks that are authorized by this Agreement and the Deposit Agreement.
- *Image Quality*. The Images of the Checks transmitted by Customer to Bank contain an accurate representation of the front and the back of each Check and the Images comply with the requirements of Paragraph II. F. of this Agreement.
- *Accuracy of Information*. All data submitted by Customer to Bank is complete and accurate, including data contained in the MICR line of the Check.
- *Business Purpose Only*. Customer is not a consumer and the Services will be used for business purposes only. If Customer grants access to the Services to its employees for their personal use, Customer agrees to indemnify and hold Bank harmless from and against any and all claims, losses, liability, costs, and expenses (including reasonable attorneys' fees) arising from such use in accordance with Paragraph I. Q.
- *No Duplicates*. Customer will not create duplicate Images of the Checks. Customer will not transmit a duplicate Image(s) or File(s) to Bank. Customer will not deposit or otherwise negotiate the original Check(s) from which the Image(s) was created and that no subsequent transferee, including Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Check from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Check(s).
- *No Loss.* No subsequent transferee of the Check(s), including Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check.
- *Information.* All information provided by Customer to Bank is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Customer. Customer is not engaged or affiliated with any businesses, products or methods of selling other than those provided by Customer to Bank, except as to any such change for which Bank has been given notice in compliance with Paragraph II.M.
- *No Litigation.* There is no action, suit or proceeding pending or to Customer's knowledge threatened which, if decided adversely, would impair Customer's ability to carry on its business substantially as now conducted or which would adversely affect Customer's financial condition or operations.
- *Transactions*. All Checks and business transactions of Customer are bona fide.
- *Rule Compliance*. Customer conducts its business and submits Checks and Files in compliance with all laws and Rules.
- *Computer Virus*. The File and Checks(s) do not contain computer viruses or other harmful, intrusive, or invasive codes.

L. Returned Checks.

1. *Chargeback of Returned Checks.* If Images of Checks previously deposited by Customer are dishonored and returned unpaid by the drawee bank, Customer agrees that, since Customer either maintains the original Check or has destroyed the original Check in accordance with Paragraph II. E. of this Agreement, the original Check will not be returned and Bank may charge back an Image of the Check, an ACH debit, or other electronic or paper debit to Customer's checking account. Customer agrees that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check.

2. *Special Instructions.* Customer may request that Bank re-present returned Checks to the drawee bank or to process returned Checks according to instructions provided by Customer to Bank ("Special Instructions"). The Special Instructions may be given to Bank in a separate document in conjunction with or after the execution of this Agreement. Bank will not be bound by the Special Instructions until such time as Bank has agreed in writing to accept the Special Instructions. Notwithstanding the fact that Bank

has agreed to accept the Special Instructions, Bank may, in its sole discretion, disregard the Special Instructions and charge the returned Check back to the Account to which the Check was deposited. If Customer requests that returned Checks be re-presented, in no event will Bank re-present a Check or ACH entry in excess of the limit established or permitted for the number of times that a Check or ACH entry may be re-presented by law, rules, regulations, agreement, or Rules. Customer may change the Special Instructions by providing Bank a written request to change the Special Instructions. Changes to the Special Instructions will not become effective until accepted in writing by Bank. Customer hereby agrees to pay Bank the fees contained in Bank's Schedule of Fees for processing returned Checks and applicable Special Instructions, such as re-run.

M. Update Notice. Customer will provide written notice to Bank of any changes to the information provided by Customer to Bank, including additional locations, any change in business, any new business, the identity of principals or owners, the form of business organization, type of goods and services provided, and method of conducting sales. Such notice must be received by Bank within 5 Business Days of the change. Further, upon Bank's request, Customer will provide updated information within 5 Business Days of such request. Bank retains the right to (i) review Customer's Check and business activity from time to time to confirm Customer is conducting business as stated by Customer at the time of the execution of this Agreement, and (ii) re-price or terminate Bank's Services based on changes to the facts previously stated by Customer.

N. Financial Information. Bank may from time to time request financial information from Customer in order to evaluate a continuation of the Services to be provided by Bank hereunder or adjustment of any limits set by this Agreement. Customer will provide the requested financial information immediately upon request by Bank, in the form reasonably requested by Bank. If Customer refuses to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of Customer is unacceptable, Bank may terminate this Agreement. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

FIRST NATIONAL BANK
Member FDIC

The undersigned Customer hereby agrees that the Services to be provided by Bank will be governed by the terms and provisions of this Agreement, as may be amended from time to time. By signing this Agreement, the undersigned Customer agrees to be bound by all the terms of the Agreement, any addenda to the Agreement, and the exhibits described in the Agreement as if it had executed each of such documents, and further agrees that for the purposes of the Agreement, the term "Customer" includes the affiliates or subsidiaries of Customer named below that receive Services from Bank under the Agreement. Customer acknowledges receipt of the Rules and Regulations Governing Deposit Accounts with respect to **Customer's** Account(s) at Bank.

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be executed by their duly authorized representatives.

Customer (Authorized Signer of Account)

Signature _____

Title _____

Date _____

First National Bank (Lending Officer)

Signature _____

Title Chief Operations Officer

Date 02/10/12

Customer (Authorized Signer of Account)

Signature _____

Title _____

Date _____

Affiliates / Subsidiaries of Customer to be included in this Agreement

_____

_____

_____

Customer Address:

_____

Bank Address:

First National Bank
100 W. Cano Street
Edinburg, Texas 78540

Attention: _____

Attention: Dacia A. Salinas

FIRST NATIONAL BANK
Member FDIC

EXHIBIT A

Remote Deposit Capture/Remit Plus
FEES AND PRICING

All fees shall be as set forth in the Schedule of Fees

Remote Deposit Capture Maintenance/Processing Fees

Monthly maintenance fee (tiered pricing based on projected volume at time of initial set-up)

Pricing Tiers	Select Projected Volume (Initial below)
☐ 0-1000	X_____ Initials
☐ 1001-5000	X_____ Initials
☒ 5000+ items	X_____ Initials

On-us/Transit items (per check)
Credit items (per item)
~~Cancellation fee for early termination (1 year agreement)~~

Remote Deposit Capture Scanner Options

Select an option and initial where indicated below:

Leasing Options		
☐ Low volume single-feed scanner (monthly recurring)	# of Scanners_____	X_____ Initials
☒ High volume multi-feed scanner (monthly recurring)	# of Scanners 10	X_____ Initials

Purchase Options		
☐ Low volume single-fee scanner **(cost divided into 4 equal payments)**	# of Scanners_____	X_____ Initials
☐ High volume multi-feed scanner **(cost divided into 4 equal payments)**	# of Scanners_____	X_____ Initials

~~Remit Plus~~ ~~(Account Analysis fees may apply)~~

~~Setup fee~~
~~Monthly recurring~~ fee
~~Equipment fees may apply~~

By accepting and signing this agreement, you, the Remote Deposit Capture/Remit Plus Customer, also agree to be placed under the Bank's Account Analysis program. New Account Analysis customers not meeting the 400 (+) item limitations for standard analysis qualifications will only be considered for the fees listed on the Schedule of Fees.

[SIGNATURE PAGE FOLLOWS]

FIRST NATIONAL BANK
Member FDIC

Customer (Authorized Signer of Account)

Signature _____

Title _____

Date _____

FIRST NATIONAL BANK
Member FDIC

EXHIBIT B

Remote Deposit Capture/ Remit Plus Services

SYSTEM REQUIREMENTS, REPLACEMENT COSTS, AND LIMITS/CUT OFF

Minimum System Requirements

- 1.2 GHz Processor (or greater)
- 512 MB RAM
- 1.5 GB of available hard-disk space
- Windows XP SP2
- Internet Explorer 6 SPI
- Current critical Windows updates

Unreturned/Damaged Equipment Fees *(Referenced in Paragraph I. F. of Agreement)*

Scanner:

Purchase Low Volume	Refer to Schedule of Fees
Purchase High Volume	Refer to Schedule of Fees

Limits and Cut Off Time

1. The number of Files per day transmitted by Customer will not exceed _____
2. The total dollar amount per day transmitted by Customer will not exceed $ 60,000,000.00
3. Cut-off Time will be at **6:00pm CT** for next business day availability.

FIRST NATIONAL BANK
Member FDIC

EMPLOYEE AUTHORIZATION
REMOTE DEPOSIT CAPTURE/ REMIT PLUS

Complete this form for every employee you are requesting to have online web banking access for Remote Deposit Capture and/or Remit Plus.

Online web banking access will allow this individual to do the following:

- Activate the scanning software on the designated pc
- Ability to export file to a business accounting software if desired
- Research scanned items
- Create a custom report on items scanned

The following information is to be completed by the Client:

Company Name: _____

Employee Name: _____

Employee Signature: _____

Employee E-mail address: _____

Current Netteller ID: _____

Authorized Accounts

This individual is authorized to process deposits on the listed account:

Account Number:	Account Name:
_____	_____
_____	_____
_____	_____
_____	_____

The company on this ___ day of _____, 20__ herby requests First National Bank to allow only the mentioned personnel to have access to and the specific capabilities of "online" Remote Deposit Capture/Remit Plus web banking access. The company will be liable for notifying First National Bank of any changes to the above mentioned owner/employee list.
The person signing this authorization represents to the Bank that (i) the person listed above has been authorized by the Company to initiate online web banking access for the Remote Deposit Capture/Remit Plus system and (ii) the person signing this authorization is authorized to sign and bind the Company. The authorizations provided herein are effective as the day and year below, and such authorization remains in effect until canceled or modified in the manner and time period in the Remote Deposit Capture/Remit Plus agreement by and between Company and First National Bank.

_____
Authorized Signature

_____
Name

_____ ____/___/___
Title Date

FIRST NATIONAL BANK
Member FDIC

Addendum to
Remote Deposit Capture/Remit Plus Services Agreement

This Addendum to Remote Deposit Capture/Remit Plus Services Agreement **(the "Addendum")** is entered into **as of** February 28, 2012 **("Effective Date")**, by and between **First National Bank, Edinburg, Texas ("Bank")** and Hidalgo County **("Customer")**.

Bank and Customer have entered into a Remote Deposit Capture/Remit Plus Services Agreement (the **"Agreement") dated as of the Effective Date. The terms of the Agreement shall apply to this Addendum during the** Waiver Period described below. Capitalized terms not defined in this Addendum will have the meanings set forth in the Agreement.

The period **for the waiver of terms and/or fees as set forth below (the "Waiver Period")** will begin on Feb 28,2012and expires on May 9, 2013. During the Waiver Period, you will be able to utilize the Services and will be responsible for all safekeeping of all Equipment that is issued to Customer.

If at any time you wish to cancel the Services, please notify us in writing at: First National Bank, P.O. Box, 810, Edinburg, TX. 78539-0810 or by phone at (956) 393-6840, option 1. In the event that you decide you do not want to continue the Services after the Waiver Period, you must return all of the Equipment to First National Bank. If the Equipment is not received within 15 business days after the expiration of the Waiver Period, you will be charged for the purchase price of the Equipment during the month following the Waiver Period in accordance with Paragraph I. F of the Agreement.

By signing below, you acknowledge the fees and/or other terms of the Agreement set forth below will be waived or modified for the Waiver Period only. Upon the expiration of the Waiver Period, you acknowledge and agree that you will be responsible for the fees set forth in the Schedule of Fees unless written notification has been received by Bank with instructions to cancel the Services and all Equipment has been returned to Bank at the expiration of the Waiver Period. You authorize Bank to debit your Account(s) at Bank for all fees incurred by you in connection with the Services and the Equipment.

☐ **FREE TRIAL ___ DAYS (MUST BE BANK APPROVED FOR PROMOTIONAL TRIAL PERIOD)**

☒ **OTHER (REFERENCE EXHIBIT A) – List below:**

Fes and items listed below Do Not Apply:

1. RDC Monthly maintenance fee 2. Scanner lease fee - initial 10 scanners 3. Cancellation fee for early termination (1 year agreement)

[SIGNATURE PAGE FOLLOWS]

FIRST NATIONAL BANK
Member FDIC

Customer (Authorized Signer of Account)

Signature _____

Title _____

Date _____

First National Bank (Lending Officer)

Signature _____

Title _____

Date _____

***First National Bank (Regional President)**

Signature _____

Title _____

Date _____

**Required approval*

FIRST NATIONAL BANK
Member FDIC

Remote Deposit Capture Merchant Application

BRANCH #: _____
CIF #: _____
REFERRED BY: _____

☐New Application ☐Change to an existing Merchant

Business Name and Location

DBA Name or Corporate Name:	
Physical Address	Mailing Address
City, State and Zip	City, State, Zip
Contact Name	Business Phone Number
Email Address	Tax ID #

Owners and Officers

Owner / Officer 1

Name	Title	Social Security Number	Drivers License (State – Number)
Residence Address	City, State and Zip	Home or Cell Phone Number	

Owner / Officer 2

Name	Title	Social Security Number	Drivers License (State – Number)
Residence Address	City, State and Zip	Home Phone	

Have any Owners / Officers or major shareholders ever filed Bankruptcy? ☐ NO ☐ Yes If "Yes", explain below:

Business Profile

Type of Ownership: ☐Corporation ☐Governmental ☐Limited Liability Company ☐Limited Liability Partnership ☐Not for Profit ☐Partnership ☐S Corp ☐Sole Proprietorship ☐Other:_____

Type of Goods or Services Sold:

Deposit Velocity and Adjustments

Velocity Settings	Variance Settings
Highest Single Scanned Check Amount: $_____	☐**0.00**- Rejects any deposit total with a variance
Highest Cumulative Daily Scanned Deposit Amount: $_____	☐**Unlimited**-will Adjust any deposit with a variance
Highest Cumulative Deposit Amount for a 2 Week Period: $_____	☐**Set variance**- Will Adjust any deposit total with a variance +/- $_____
Highest Cumulative # of checks scanned in a 2 Week Period: #_____	

FIRST NATIONAL BANK
Member FDIC

Scanner Information & Options

Will Multiple Scanners be Leased/Purchased?	Will Scanned Checks be deposited into One or Multiple FNB Accts.?
☐ NO ☐ YES If YES, how many? _____	☐ ONE FNB ACCOUNT #_____ ☐ MULTIPLE FNB ACCOUNTS #_____, #_____, #_____, #_____, #_____

Lease	Purchase	Already own equipment:
☐ Single Feed Scanner Qty._____ ☐ Multi Feed Scanner Qty._____	☐ Single Feed Scanner Qty._____ ☐ Multi Feed Scanner Qty._____	**Make** (Brand) _____ **Model Number** _____

☐ If mailing out equipment, specify what address you would like it shipped to: (Must be a Physical Address)
Name of Business: _____
Address: _____
City: State: Zip: _____
Phone Number: _____ Attention: _____

Requested Documentation to Accompany Completed Application

General Information:

- ☐ Copy of the Articles of Incorporation, Assumed Name Certificate or Partnership Agreement
- ☐ Credit Report
- ☐ A financial statement and or a tax return (may be requested)

Merchant Acceptance/Consent to Obtain Credit Report

Each person signing below agrees to the terms and conditions stated in all pages of this merchant processing agreement and certify that all information provided is true, correct, and complete. Each person authorizes the Bank to obtain one or more consumer credit reports for the sole purpose of this application.

Owner/Officer		Owner/Officer	
X	**Date**	**X**	**Date**
Print Name		**Print Name**	

For Bank Use Only

Merchant Analysis (To be completed by Bank Officer)

Description:

***Note: It is important to provide a thorough and specific description of the merchant for this product/service. The description should define characteristics, perspectives, concerns and opportunities that identify the merchant.**

Does the Merchant Own or Lease the business? ☐ Own ☐ Lease/Rents If renting, from whom: Phone:	**X**
I hereby verify that I have *inspected the business* of the Merchant and the information stated above is correct to the best of my knowledge and belief.	**Date:**
Bank Officer Approval **Print Name:**	
Title:	

Received by _____ Date Received _____ ☐ Web ID/Token Assigned ☐ BIF Code Updated

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, January 10, 2012 12:54 PM
To: 'Evangelina Garcia'
Cc: 'cris villarreal'; 'Yolanda Villescas'; 'Darlene Betancourt'; eva.mireles@taxoffice.co.hidalgo.tx.us
Subject: RE: Remote Deposit Capture services

YES!

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, January 10, 2012 9:45 AM
To: 'Martha Salazar'
Cc: 'cris villarreal'; 'Yolanda Villescas'; 'Darlene Betancourt'; eva.mireles@taxoffice.co.hidalgo.tx.us
Subject: FW: Remote Deposit Capture services

Marty:
Do I proceed with the agenda item pursuant to the following clarification?

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Yolanda Villescas [mailto:yolanda.villescas@hidalgocountytax.org]
Sent: Monday, January 09, 2012 4:03 PM
To: Martha Salazar; darlene.betancourt@co.hidalgo.tx.us; armando.barrera@taxoffice.co.hidalgo.tx.us
Cc: cris.villarreal@co.hidalgo.tx.us; evangelina.garcia@co.hidalgo.tx.us; Eva Mireles
Subject: FW: Remote Deposit Capture services

Marty:
I received this from Dacia, First National Bank, I guess we can proceed with presenting this to Commissioners Court for approval.
Thank You.
Yolanda

From: Dacia A. Salinas [mailto:Dacia.Salinas@webfnb.com]
Sent: Monday, January 09, 2012 9:26 AM
To: Yolanda Villescas
Cc: Eva Mireles; Roxanna De Leon; Eddie Leal
Subject: RE: Remote Deposit Capture services

Yolanda,

Remote Deposit Capture services requested by the County of Hidalgo Tax Office will be provided at no additional cost as stated in the amended agreement.

Let me know if you have any other questions or if I may be of further assistance.

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, February 14, 2012 4:17 PM
To: 'Evangelina Garcia'
Subject: FW: First National Bank Document

Vangie: to quote Ms. Letty: "You Rock"!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, February 14, 2012 3:57 PM
To: 'Martha Salazar'
Subject: RE: First National Bank Document

The revised agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, February 14, 2012 2:01 PM
To: scrain@atlashall.com
Cc: 'Evangelina Garcia'
Subject: FW: First National Bank Document
Importance: High

Mr. Crain:
FNB has provided us with agreement which has removed items you recommended. Please review and comment as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, February 14, 2012 8:48 AM
To: 'Martha Salazar'
Subject: First National Bank Document

Marty:
Attached is the revised agreement as submitted by First National Bank in connection to legal's request to remove certain language and add other language. Please forward document to legal for their review as to the agreement so as to proceed with an agenda item as requested by the Tax Office.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

AI-31159 **21. C.**

CC REGULAR

Meeting Date: 02/28/2012

Department: BUDGET & MANAGEMENT

Information

CAPTION

C-1529-08-I; Dyer v. Hidalgo County, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/21/2012 04:48 PM
Auditor's Office	Arcilia Duran	02/22/2012 01:30 PM
Purchasing Department	Marty Salazar	02/22/2012 01:58 PM

Form Started By: Angela Garcia Started On: 02/21/2012 04:15 PM

Final Approval Date: 02/22/2012

AI-31182 **21. D.**

CC REGULAR

Meeting Date: 02/28/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Maria E. Lozoya

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/23/2012 08:15 AM
Auditor's Office	Arcilia Duran	02/23/2012 01:49 PM
Purchasing Department	Marty Salazar	02/23/2012 01:58 PM

Form Started By: Monica Badillo Started On: 02/22/2012 04:47 PM

Final Approval Date: 02/23/2012

AI-31161 **22. C.**

CC REGULAR

Meeting Date: 02/28/2012

Department: BUDGET & MANAGEMENT

Information

CAPTION

C-1529-08-I; Dyer v. Hidalgo County, et al

BACKGROUND

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Auditor's Office	Arcilia Duran	02/22/2012 01:30 PM
Purchasing Department	Marty Salazar	02/22/2012 01:58 PM

Form Started By: Angela Garcia Started On: 02/21/2012 04:16 PM

Final Approval Date: 02/22/2012

AI-31183 **22. D.**

CC REGULAR

Meeting Date: 02/28/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Maria E. Lozoya

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/23/2012 08:15 AM
Auditor's Office	Arcilia Duran	02/23/2012 01:49 PM
Purchasing Department	Marty Salazar	02/23/2012 01:58 PM

Form Started By: Monica Badillo Started On: 02/22/2012 04:48 PM

Final Approval Date: 02/23/2012