AI-31809 **5. B.**

CC REGULAR

Meeting Date: 04/10/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Appointment and/or reappointment of members to the Hidalgo County Commuter Rail District Board.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/05/2012 02:30 PM
Budget & Management	Merlen P. Munoz	04/05/2012 02:30 PM
Erika Zamora		
Auditor's Office		
Purchasing Department		

Form Started By: Angela Garcia Started On: 04/05/2012 02:23 PM

AI-31753 **5. C.**

CC REGULAR

Meeting Date: 04/10/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of proclamation designating April 13, 2012 as "Purple Up! For Military Kids!" Day in Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/04/2012 08:12 AM
Erika Zamora	Erika Zamora	04/04/2012 04:31 PM
Purchasing Department	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Monica Badillo Started On: 04/03/2012 03:36 PM

Final Approval Date: 04/05/2012

AI-31767 **5. D.**

CC REGULAR

Meeting Date: 04/10/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and approval of General Fund Management Agreement between the County of Hidalgo and Valley Initiative for Development and Advancement (VIDA)

BACKGROUND

2-1100-415-00-115-002-0-843
Annual Funding Agreement - $ 250,000.00

FYI - as of 4/4/12..

I will send you the requested information today. Thanks.

Daniel

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Wednesday, April 04, 2012 10:53 AM
To: Daniel Mena
Cc: Myra Garcia
Subject: RE: Conract Renewal

Daniel,
I called you earlier and left you a message…
Here is what I need for the new agreement:
1. Copy of Current Liability Insurance Policy
2. Sample Exhibit B
3. Sample Exhibit C

Legal Approval (emailed Steve):
Hi Steve,
This is the new VIDA agreement for Comm. Court approval.
Please review and approve.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-115-002-0-843

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

BUDGETARY IMPACT:

Funds available as of 4/4/12 $229,166.67.

Agreement is paid in monthly installments in the amount of $20,833.33. January's payment has already been issued therefore the available funds as of today are sufficient to cover the remainder of the year.

Attachments

agreement

ins

B

C

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/04/2012 11:14 AM
Erika Zamora	Erika Zamora	04/04/2012 04:30 PM
Purchasing Department	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Monica Badillo Started On: 04/04/2012 10:56 AM

Final Approval Date: 04/05/2012

STATE OF TEXAS	{}	ECONOMIC DEVELOPMENT
	{}	
COUNTY OF HIDALGO	{}	PROGRAM AGREEMENT

This Economic Development Program Agreement (the "Agreement") is entered into and between the COUNTY OF HIDALGO, TEXAS ("COUNTY"), a political subdivision of the State of Texas, and Valley Initiative for Development and Advancement ("VIDA"), a non-profit corporation of the State of Texas, (collectively the "Parties").

WITNESSETH

WHEREAS, the County of Hidalgo on August 8, 2007 entered into a non-financial Memorandum of Understanding between it and various educational institutions, governmental organizations and elected officials the purpose of which is to establish a cooperative working relationship and commitment among the various entities through the Coalition for Building Future Talent;

WHEREAS, the Hidalgo County Commissioners Court on the 13th day of November, 2008 passed a Resolution authorizing the County Judge to develop and administer economic development programs in accordance with the Texas Local Government Code §381.004;

WHEREAS, VIDA will assist economically disadvantaged, underemployed & unemployed adults in Hidalgo County gain employment through skills development training for demand occupations in allied health in accordance with the goals and objectives of the Building Future Talent Program of Hidalgo County for stimulating local economic development and encouraging business location and commercial activity in the county; and

WHEREAS, COUNTY believes that VIDA's program promotes economic development and provides a public benefit because it promotes and provides skills development programs that seek to improve the quality of life for residents of Hidalgo County and promotes the retention and attraction of jobs requiring the skills promoted through VIDA's program; and

WHEREAS, COUNTY believes that the services to be provided by VIDA are in accord with the Memorandum of Understanding and Texas Local Government Code §381.004;

NOW, THEREFORE, under the authority of the Texas Local Government Code §262.024(a)(10), and Texas Local Government Code §381.004, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to provide partial funding of a program that provides skills development programs to individuals with barriers to employment to help them achieve long-term sufficiency (the "Project"). The result will be employment in jobs that pay a high wage with benefits and upward mobility. Services will be coordinated and administered by VIDA whose corporate offices are located at 1715 E. Pike Boulevard, Weslaco, Texas 78596.

ARTICLE II
TERM

2.01 The term of this Agreement is for twelve (12) months beginning April 12, 2012 and ending April 11, 2013

ARTICLE III SERVICES

3.01 VIDA will operate the Project, through which it will provide skills development programs, job placement services and supportive services to economically disadvantaged, underemployed and unemployed individuals who reside in Hidalgo County. VIDA will also assist economically disadvantaged, underemployed or unemployed individuals who fulfill one of the following two priority areas:

a. Reside in Hidalgo County and have an active case pending before the Child Abuse and Neglect Court; and

b. Reside in Hidalgo County and have an active case assigned to the Drug Court.

No less than 50% of the total number of individuals served shall reside in the suburban cities and unincorporated areas of Hidalgo County.

3.02 VIDA shall perform the Project in accordance with Exhibit "A" (project description, performance goals and objectives)

3.03 Supportive services eligible for reimbursement through this Agreement include only the following line-items: transportation, child care, tuition, test fees, books/materials/uniforms, tools and equipment, training aids, rent, utilities and medical.

ARTICLE IV
WARRANTY OF COMPLETION

4.01 VIDA shall complete the Project in the event that allocated funds are not available or sufficient to cover total Project costs and warrant that VIDA has the means and resources to ensure completion of the Project in such an event.

ARTICLE V
CONSIDERATION

5.01 For services rendered under this Agreement, COUNTY will pay to VIDA an amount not to exceed $250,000.00, in accordance with Exhibit "B". Requests for budget revisions shall be submitted by VIDA to COUNTY for approval.

5.02 VIDA will submit to COUNTY'S EXECUTIVE OFFICER on a monthly basis, no later than ten (10) business days after the close of each month, an itemized billing package and performance report for the prior month, the formats for which are attached hereto and incorporated herein as Exhibit "C".

5.03 VIDA shall provide written confirmation that the individuals listed in the monthly report reside in Hidalgo County or fulfill one of the two priority areas listed in Article III. Should any individuals listed in Exhibit "C" monthly report relocate outside Hidalgo County or not fulfill one of the two priority areas listed in Article III, that person shall be immediately removed from the Project. VIDA may, with written approval by the COUNTY, replace that individual but may only expend the balance of the funds allocated to the slot of the individual that was removed.

5.04 VIDA shall submit to COUNTY Executive Officer such other reports as may be requested by COUNTY to document COUNTY's liabilities under this Agreement.

5.05 After receipt of and approval by COUNTY of VIDA's billing package, COUNTY shall pay to VIDA an amount equal to the total amount of such billing package or in equal monthly installments, subject to deduction of any costs questioned or not allowable. Delinquent or unacceptable billing of COUNTY by VIDA, however, shall excuse delay of payment by COUNTY.

5.06 Within ten (10) working days of COUNTY's written request, VIDA shall refund to COUNTY any sum of money paid by COUNTY to VIDA which COUNTY has determined:

a. Resulted in overpayment to VIDA;
b. Has not been spent by VIDA strictly in accordance with the terms of this Agreement; or
c. Is not supported by adequate documentation to fully justify the expenditure.

5.07 Upon termination of this Agreement, all unclaimed (30 days or older) salaries and wages must be returned to COUNTY in the following format:

a. A cashier's check for the net total amount payable to "County of Hidalgo" shall be sent to the Hidalgo County Treasurer's Office (with a copy to the Hidalgo County's Executive Officer); and

b. A listing showing each person's social security number, full name, last known complete address and amount owing to each individual.

ARTICLE VI
PERFORMANCE

6.01 Performance for the purpose of meeting contracted program requirements shall be determined based upon projected levels to clients to be served and expenditure levels.

a. No less than 45% of the projected number of participants will have started or completed skills development training within FIVE (5) months after the commencement of the contract and no less than 40% of the allocated funds will have been expended.

b. No less than 75% of the projected number of participants will have started or completed skills development training within nine (9) months after the commencement of the contract and no less than 75% of the allocated funds will have been expended.

VIDA will provide the Hidalgo County Executive Officer with a memo assuring these requirements have been met no later than 10 business days after the deadlines established in this Article 6.01.

6.02 VIDA's non-performance may result in termination or withholding of funds.

ARTICLE VII
REVIEW

7.01 The Hidalgo County Executive Officer shall be the primary contact regarding this Agreement.

7.02 In the event VIDA utilizes subcontractors in performing any obligation required by this Agreement, the Hidalgo County Executive Officer shall, prior to execution of all contractual agreements, review and approve the selection process, bidding procedures and all proposed agreements, if any, entered into by VIDA.

7.03 COUNTY will determine what is eligible for reimbursement under this Agreement in accordance with the items listed in Article III and incorporated herein as Exhibit "B".

ARTICLE VIII
PROGRAM RECORDS & REQUIREMENTS

8.01 VIDA agrees to comply with all federal, state and local laws and ordinances applicable to COUNTY for the work or services under this Agreement.

8.02 VIDA shall maintain all financial records in accordance with Cost Principles for Non-profit Organizations, OMB Circular A-122, Audits Other Non-profit Organizations, OMB Circular A-133, and Administrative Requirements for Grants and Agreements with other Non-profit Organizations, OMB Circular A-110. These circulars will be made part of all agreements pertaining to the Project.

8.03 COUNTY shall have no obligation to pay VIDA until a representative of COUNTY has reviewed VIDA's fiscal and accounting procedures to insure compliance with federal requirements.

8.04 COUNTY EXECUTIVE OFFICER OR DESIGNEE may conduct, at minimum, two (2) monitoring visits to VIDA's project site to determine performance and compliance with the terms of this Agreement.

8.05 VIDA shall maintain books, records and other documents relating directly to the receipt and disbursement of such grant funds.

8.06 VIDA shall allow any duly authorized representative of COUNTY, at all reasonable times, to have access to and the right to inspect copy, audit and examine all such books, records and other documents of closeout procedures respecting this Agreement, until final settlement and conclusion of all issues arising out of this activity are completed.

8.07 VIDA agrees that the expenditure of finds pursuant to this Agreement shall be audited as part of the annual audit performed on VIDA by an independent auditor hired and paid by VIDA. The audit, with respect to the funds under this Agreement, shall be performed in accordance with the requirements of OMB Circular A-133. The audit report will include VIDA's expenditures and revenues for the same time period as VIDA's fiscal year.

ARTICLE IX
TERMINATION AND DEFAULT

9.01 COUNTY may suspend or terminate this Agreement if VIDA materially fails to comply with any term herein. This Agreement may also be terminated for convenience with thirty (30) day written notice. COUNTY agrees to pay VIDA for the amount of work completed up to the termination of this Agreement.

9.02 Upon termination of this Agreement, VIDA shall transfer to COUNTY all General funds, if any, along with any accounts receivable attributable to unexpended General funds within three (3) business days.

ARTICLE X
FURTHER REPRESENTATION, WARRANTIES AND COVENANTS

10.01 VIDA further represents and warrants that:

a. All information, data or reports ever provided or to be provided to COUNTY is, shall be and shall remain complete and accurate as of the date shown on the information, data or report and that since said date shown, shall not have undergone any material change without written notice to COUNTY.

b. Any supporting financial statements ever provided or to be provided to COUNTY are, shall be and shall remain complete, accurate and fairly reflective of the financial condition of VIDA on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to COUNTY, there has been no material change, adverse or otherwise, in the financial condition of VIDA.

c. No litigation or proceedings are presently pending or threatened against VIDA relating to the Agreement or Project.

d. None of the provisions contained herein contravene or in any way conflict with the authority under which VIDA is doing business or with the provisions of any existing obligation or agreement of VIDA.

e. VIDA has the legal authority to enter into this Agreement and accept payments hereunder and has taken all necessary measures to authorize such execution of contract and acceptance of payments pursuant to the terms and conditions thereof.

ARTICLE XI
PERFORMANCE RECORDS AND REPORTS

11.01 As often and in such form as COUNTY may require, VIDA shall furnish to COUNTY such performance records and reports as deemed by COUNTY as pertinent to matters covered by this Agreement.

ARTICLE XII
INSURANCE

12.01 Actual losses not covered by insurance as required by this Article shall be allowable costs under this Agreement and shall therefore remain the sole responsibility of VIDA.

12.02 VIDA shall comply with applicable workers compensation statutes and shall provide and maintain proof of workers compensation insurance coverage with a waiver of subrogation provided in favor of COUNTY.

12.03 VIDA shall maintain and provide proof of general liability insurance of not less than $1,000,000 naming COUNTY as additional insured.

12.04 VIDA shall maintain adequate insurance against fire, loss, or theft of all non-expendable property acquired hereunder and shall provide proof of such insurance naming COUNTY as additional insured.

ARTICLE XIII
INDEMNIFICATION

13.01 Excluding willful acts or omissions on the part of COUNTY, its employees, agents, officers or contractors and insofar as it legally may, VIDA covenants and agrees to indemnify and save harmless COUNTY, its employees, agents, officers or contractors, from and against any and all liability claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of notion of any and every kind and nature arising or growing out of or in any way connected with this Agreement, including COUNTY's own negligence. This obligation to indemnify shall include the retention of legal counsel and investigation costs and all other reasonable costs, expenses and liabilities arising from the initial notice that a claim or demand has been made, is to be made or may be made.

13.02 VIDA is and shall be deemed to be an independent contractor and operator responsible to all third parties for its respective acts or omissions and that COUNTY shall in no way be responsible therefore.

13.03 VIDA shall include an indemnification clause in any and all contracts, subcontracts or agreements which may arise out of this Agreement:

Contractor/Subcontractor shall indemnify and hold harmless Hidalgo County from any and all damages, losses or liabilities of any kind, whatsoever, by reason of injury to third persons occasioned by any negligent act, error or omission of the Contractor/Subcontractor, its officers, agents, employees, or other persons for whom the Contractor/Subcontractor is legally liable, in rendering or failing to render services with regard to performance of the contract. The Contractor will at their cost and expense, defend and protect Hidalgo County against any and all such claims and demands.

13.04 COUNTY is in no way a guarantor or warrantor of this Project and all claims, actions or causes of action arising from the Project are the responsibility of VIDA.

ARTICLE XIV
EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

14.01 VIDA shall comply with all applicable local, state and federal equal employment opportunity and affirmative action rules, regulations and laws.

14.02 In the event of non-compliance by VIDA (or VIDA's subcontractors) with local, state and federal equal employment opportunity and affirmative action rules, regulations and laws, VIDA may be barred from further contracts with COUNTY.

ARTICLE XV
CONFLICT OF INTEREST

15.01 VIDA shall comply with all of the applicable conflict of interest provisions found in 24 CFR 570.611

ARTICLE XVI
POLITICAL ACTIVITY

16.01 None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

ARTICLE XVII
SECTARIAN ACTWITY

17.01 None of the performance rendered hereunder shall involve, and no portion of funds received hereunder shall be used, either directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

ARTICLE XVIII
PUBLICITY

18.01 When appropriate, as determined by and upon written approval of COUNTY, VIDA shall publicize the activities conducted by VIDA pursuant to the terms of this Agreement. In any news release, sign, brochure, or other advertising medium disseminating information prepared or distributed by or for VIDA, however, mention shall be made of Hidalgo County funding and COUNTY participation having made this Project possible.

ARTICLE XIX
PUBLICATIONS

19.01 All published materials and written reports submitted pursuant to this Agreement shall be originally developed unless otherwise specifically provided for herein. If material not originally developed is included in report, however, said material shall have its source identified, either in the body of the report or by footnote, regardless of whether the material is in a verbatim or extensive paraphrase format.

ARTICLE XX
RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

20.01 All reports, documents, studies, charts, schedules, or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by VIDA, shall, upon receipt, become property of the COUNTY.

ARTICLE XXI
CHANGES AND AMENDMENTS

21.01 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be by amendment in writing, dated subsequent to the date hereof, and executed by both COUNTY and VIDA.

21.02 Changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as the effective date of the rule, regulation or law.

21.03 VIDA shall notify COUNTY in writing of any proposed change in physical location for work to be performed pursuant to the terms of this Agreement. Such notice shall be provided by VIDA to COUNTY at least thirty (30) calendar days in advance of the proposed change.

ARTICLE XXII
NOTIFICATION OF ACTION BROUGHT

22.01 In the event that any claim, demand, suit, proceeding, cause of action or other action (hereinafter collectively referred to as "Claim") is made or brought against VIDA, VIDA shall give written notice thereof to COUNTY within five (5) working days after receiving notice of the Claim. VIDA's notice to COUNTY shall state the date and hour of notification to VIDA of the Claim, the names and addresses of those instituting or threatening to institute the Claim, the basis of the Claim and the names) of any other against whom the Claim is being made or threatened. Written notice pursuant to this Article shall be delivered by certified mail in accordance with this Agreement.

ARTICLE XXIII
ASSIGNMENTS

23.01 VIDA shall not transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising hereunder, without first procuring the written approval of COUNTY. Any attempt at transfer, pledge or other assignment shall be void and shall confer no rights upon any third person.

ARTICLE XXIV
WAIVER OF PERFORMANCE

24.01 No waiver by COUNTY of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of COUNTY to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the suture of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

24.02 N0 act of omission of COUNTY shall in any manner impair or prejudice any right, power, privilege, or remedy available to COUNTY hereunder or by law or in equity, such rights, powers, privileges or remedies to be always specifically preserved hereby.

24.03 No representative or agent of COUNTY may waive the effect of the provisions of this Article.

ARTICLE XXV
REVERSION OF ASSETS

25.01 All funds provided hereunder and all equipment, supplies and materials acquired hereunder on hand, available to, or in the actual or constructive possession of VIDA at the time of expiration of this Agreement, and any accounts receivable attributable to the use of funds provided hereunder shall be transferred to COUNTY, unless otherwise specified in this Agreement.

ARTICLE XXVI
ENTIRE AGREEMENT

26.01 This Agreement constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto unless same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

ARTICLE XXVII
INTERPRETATION

27.01 In the event any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, COUNTY as the Party ultimately responsible for matters of compliance, shall have the final authority to render or secure an interpretation.

ARTICLE XXVIII
NOTICES

28.01 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

COUNTY:

Valde Guerra, Executive Officer
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539

VIDA:

Myra Caridad Garcia, Executive Director
Valley Initiative for Development and
Advancement (VIDA)
1715 E. Pike Boulevard
Weslaco, Texas 78596

ARTICLE XXIV
PARTIES BOUND

29.01 This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided for herein.

ARTICLE XXX
GENDER

30.01 Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

31.01 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

ARTICLE XXXII
TEXAS LAW TO APPLY

32.01 This Agreement shall be construed under and in accordance with the laws of the United States and the State of Texas, and all obligations of the Parties are performable in Hidalgo County, Texas.

ARTICLE XXXIII
LEGAL CONSTRUCTION

33.01 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.

ARTICLE XXXIV
AMENDMENT

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

IN WITNESS THEREOF, this Agreement is executed in duplicate originals this ____day of April, 2012.

COUNTY:
COUNTY OF HIDALGO

By:_____
Ramon Garcia
County Judge

VIDA:

By:_____
Myra Caridad Garcia
Executive Director

ATTEST:

By:_____
Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO LEGAL FORM:
ATLAS& HALL, LLP

By:_____
Stephen L. Crain

EXHIBIT "A"
Scope of Work

Valley Initiative for Development and Advancement (VIDA) proposes to provide services to Hidalgo County that will further the following goals and objectives of the Building Future Talent Program for attracting, retaining, and developing talent that meets the needs of current industry and supports the development of future business location in the area:

(1) Strengthen skills development and career advancement;
(2) Develop higher skill and higher wage jobs; and,
(3) Address professional shortage areas (e.g., allied health).

VIDA will continue, in alliance with vested workforce development partners, with a proactive program of work that has proven to be **solid investment in the transformation of the community's workforce and thus impacting sustainable economic growth in the region.** Since its inception, VIDA's mission has been ...to *address employers' needs for a skilled workforce.* VIDA's program of work is directly tied to the demand occupation opportunities in the community.

In alignment with the ISD, employers, local institutions of higher education and in particular with STC and UTPA, VIDA will augment the demand driven focus by implementing the *Building Future Talent Program* specifically by increasing Allied Health employment opportunities in Hidalgo County. The Allied Health industry sector has independently demonstrated the fastest growing area of demand for an array of skill sets as well as the fastest growing in new business investment and expansion of existing entities in Hidalgo County. Accordingly, the County of Hidalgo seeks to further invest in preparedness programs for development of the skills sets required to meet the needs of the rapidly growing health care sector.

As part of the County's *Building the Future Talent Program VIDA* will augment the efforts in the recruitment, assessment, career counseling, training and job placement support in the Allied Health industry sector. VIDA, as part of the Building Future Talent Program, will specifically address the need for "available skilled labor force" which is the #4 site selection criteria in the recruitment of new industry (Site Selection Dec. '07).

The Demand

The .Industry Cluster Analysis for the Lower Rio Grande Valley study prepared for Workforce Solutions, Inc. by TIP Strategies identified the **Top 20 Occupations Based on 2000-2014 Forecast** and ranked demand occupations as follows: Registered nurses (#1), Home health aides (#2) personal and home care aides (#3) nursing aides (#6),

licensed and vocational nurses (#7), and medical assistants (#20). These industry indicators in Allied Health require Hidalgo County to prepare our residents to take advantage of these opportunities by development the training programs required by the employers.

VIDA currently has open job orders from hospitals in Hidalgo County with immediate vacancies of over 150 Allied Health related positions with starting pay ranging from $12.75 to $29.50 per hour-rates that are higher than the $9.41 median hourly wage for the county. This reflects only a portion of the demand in this sector as the a multitude of private practice, clinics, home health care, and nursing homes vying for these trained individuals.

Community Awareness (Student Outreach I Employer Development)

VIDA will launch an aggressive outreach program to the underserved population in Hidalgo County pockets not traditionally tapped. VIDA will utilize its traditional community based participant recruitment methods but will also augment through PSA's on radio and television when possible. An organized and consistent effort will be developed to work with the high schools to inform the students about the VIDA opportunities in the specific sectors herein defined. It is our intent to do these orientations immediately preceding the job fairs so that the students will be better informed about the existing employment demand, the income opportunities, and the availability of immediate assistance to initiate their training in these sectors. VIDA will work with the various public assistance organizations and collaborate closely with the work force board to provide each with the specifics of the Building Future Talent Program they too can serve to disseminate the information when applicable.

This community awareness effort serves to meet a multitude of objectives: (1) Educate our workforce about the existing demands in the workplace for which we are structured to provide immediate and complete assistance for them to take advantage; (2) Educate the community at large about the aggressive and focused efforts that the County of Hidalgo and the vested work force development partners have in place to meet the job demands and grow the economic base; (3) Inform our existing employers that the community is here well after their recruitment to help develop the quality workforce that they need to grow their business.

Specifically, VIDA will provide the following services:

Skills Development Programs in ALLIED HEALTH Programs of Study

The program will provide for the following workforce training and development areas:

- Pre-Post Secondary Occupation and Training Programs (Pre-PSOT)
- Certificate Training Programs
- Customized Training Programs
- Support Services, including transportation, child care, and social services referral, emergency living expenses.
- Comprehensive Case Management, including Career Planning, Counseling services, and Follow Up Services

Pre Post Secondary Occupation and Training Programs (Pre-PSOT)

Pre-PSOT programs are designed to give students a leg up in their quest for completing a one year or two year training program leading to self-sufficiency. The components that are completed during this phase are critical to one's ability to qualify for certificates and include such core areas as THEA, and other Allied Health Pre-Requisites.

Certificate Training Programs

One year Certificate Training programs allow for students to enter gainful employment on a relatively short term basis. VIDA will sponsor one year training programs in Allied Health.

Two year Certificate Training and/or Associates Degree programs are designed for students who are able to undertake a more substantial commitment toward achieving their educational and career goals. VIDA will sponsor two year training programs in Allied Health.

Customized Training Programs

Customized Training Programs allow for students to enter gainful employment on a short term basis. These programs are designed to be flexible and can be completed in as little as three months. Programs in this area will be Allied Health related and may include programs such as a customized Patient Care Assistant (PCA) Program designed to transition C.N.A's to PCA's.

Support Services: including transportation and social services referral

Critical to the success of VIDA programs is the commitment to provide adequate and effective support services. Program participation depends in large part to being able to reduce barriers to participation in the training programs. VIDA places a high premium on its ability to provide support services which include but are not limited to work transition courses, transportation, books, tools, childcare, and/or emergency financial assistance. The provision of support services for each participant varies on each one's particular needs during the course of the training program. Prior to program inclusion, VIDA conducts a thorough assessment of a prospective participant's situation which affects their ability to undertake a significant educational commitment. VIDA ensures with each participant that they are able and willing to make the sacrifices needed to complete their goals. VIDA maintains a "career plan" with each prospective participant. However, VIDA also believes in providing all the requisite support services that will facilitate program completion.

Comprehensive Case Management, including Career Planning, Counseling services, and Follow Up Services

At the heart of VIDA services and integral to overall program success, is VIDA's belief in managing risk through relationships. VIDA maintains a professional staff of counselors who strive for excellence in their work and never tire of helping to solve the problems and barriers people face while they commit to completing their educational and employment goals. Case managers meet with participants weekly in group sessions to discuss concepts such as coping with stress, effective study techniques, and social responsibility. Counselors also meet with participants individually to help address individual barriers such as family difficulties, personal finances and course difficulties. The counselor acts as a facilitator whose role is to empower students to take control of their situation and ensure the student's successful completion of the program, thus helping participants learn to balance school, home and family.

VIDA counselors take pride building a solid working relationship with the participant in order to mitigate attrition by allowing for a meaningful counselor/student relationship that is needed to solve the barriers and challenges that students face.

Goals, Objectives & Performance Indicators Targets

and Outcomes

Number of VIDA participants trained: 45 Number of

Completers: 80% (or more) Number receiving

counseling: 100% Number receiving career planning:

100% Number receiving support services: 100%

Number receiving job placement services: 80% (or more)

Exhibit "B"

VIDA Sector Strategy Initiative for Work Force Development HIDALGO COUNTY	
BUDGET ITEMS	**April 12, 2012 to April 11, 2013 Projected Expenditures**
DIRECT TRAINING PROGRAM MANAGEMENT SERVICES TRANSITION/ EMPLOYMENT TRAINING AND PLACEMENT SERVICES • Community Outreach , Assessment, and Aptitude Testing • Case Management • Career Counseling • Transition Services During Training (Counseling, mentoring and tutorial) • College Preparation Workshops • Orientation Classes • Job Preparation Classes • Job Placement Assistance • Monitoring, Oversight, Reporting and Follow –up • Computer Lab for Testing, Research, Resume editing • Direct Program Management Staffing Costs (Counselors) • Program Operating Expenses (Printing, Supplies, Telephone and Indirect Costs) Direct Program Management Costs for the following services: GED-Region One: PSOT-STC in Allied Health. STC Workforce Academy and Pre-PSOT Training Programs. **SUB-TOTAL**	**$ 55,000**
JOB TRAINING AND SUPPORT SERVICES **45 Participants/ Students** **New Applicants; Roll-Over/ Continuing Program/ Graduates** **Training: Tuition, Fees, Books, Testing fees, Mandatory curriculum based equipment uniforms or tools.** **TIER I – Pre-PSOT – SECONDARY OCCUPATIONAL JOB TRAINING ASSISTANCE –Student Preparedness programs and Assistance Funds** College Prep Programs: THEA (Texas Higher Education Assessment), ACCUPLACER Life Skills, Study Skills, Skill Standards Prep Courses, GED (program specific entry exams) **TIER II – POST SECONDARY OCCUPATIONAL JOB TRAINING ASSISTANCE FUNDS** STC, UT-Pan American, TSTC, UT-Brownsville certification and associates programs in the programs of study herein referenced. **TIER III – Customized Training** **Support Services: Child Care, Transportation, Emergency Living Expenses, Uniforms and/or Interview Attire and Other.** **SUB-TOTAL**	**$117,000** **$45,500** **$162,500**
VIDA Administrative Costs	**$ 32,500**
TOTAL PROGRAM BUDGET	**$ 250,000**

Exhibit "D"

VIDA will operate the project to economically disadvantaged, underemployed, and underemployed individuals that meet VIDA eligibility criteria:

- Eighteen (18) years of age or older
- Legal Resident of the United States
- Permanent Residence in Hidalgo County

- AND meet one or more of the following criteria:

- Receiving Food Stamps, TANF
- Low income with family responsibilities
- Underemployed (less than $8.50/hr.) individuals with family responsibilities
- Unemployed individuals with family responsibilities

In addition, individuals who fulfill one of three following priority areas will be assessed for eligibility:

- Reside in Hidalgo County and have an active case pending before the Child Abuse and Neglect Court
- Reside in Hidalgo County and have an active case assigned to the Drug Court

COMMERCIAL GENERAL LIABILITY COVERAGE

Named Insured: V I D A
Company Name: AMERICAN HALLMARK INSURANCE
Policy Term: 07/01/2011 to 07/01/2012

Coverage Written On: Occurrence Form

Limits	Coverage Description
$1,000,000	Each Occurrence - Bodily Injury and Property Damage
$2,000,000	General Aggregate
$1,000,000	Products and Completed Operations Aggregate
$1,000,000	Personal/Advertising Injury Limit
$ 100,000	Damage to Rented Premises (each occurrence)
$ 5,000	Medical Expense (any one person)
$1,000,000	Hired & Non-Owned Auto Liability

Includes:

Premises and Operations
Products and Completed Operations
Owners and Contractors Protective
Contractual Liability
Broad Form Property Damage Liability
Incidental Medical Malpractice
Limited Worldwide Products

UMBRELLA POLICY

Name Insured: V I D A
Company Name: AMERICAN HALLMARK INSURANCE
Policy Term: 07/01/2011 to 07/01/2012

Limits	Coverage Description
$1,000,000	Each Occurrence
$1,000,000	General Aggregate Limit
$ 10,000	Retained Limit

Underlying Insurance Information

General Liability	$1,000,000	Each Occurrence
	$2,000,000	General Aggregate
	$1,000,000	Products/Operations Aggregate
	$1,000,000	Personal & Advertising Injury
	$ 100,000	Damage to Rented Property
	$ 5,000	Medical Expense

Exhibit "B"

VIDA Sector Strategy Initiative for Work Force Development HIDALGO COUNTY	
BUDGET ITEMS	**April 12, 2012 to April 11, 2013 Projected Expenditures**
DIRECT TRAINING PROGRAM MANAGEMENT SERVICES TRANSITION/ EMPLOYMENT TRAINING AND PLACEMENT SERVICES • Community Outreach , Assessment, and Aptitude Testing • Case Management • Career Counseling • Transition Services During Training (Counseling, mentoring and tutorial) • College Preparation Workshops • Orientation Classes • Job Preparation Classes • Job Placement Assistance • Monitoring, Oversight, Reporting and Follow –up • Computer Lab for Testing, Research, Resume editing • Direct Program Management Staffing Costs (Counselors) • Program Operating Expenses (Printing, Supplies, Telephone and Indirect Costs) Direct Program Management Costs for the following services: GED-Region One: PSOT-STC in Allied Health. STC Workforce Academy and Pre-PSOT Training Programs. **SUB-TOTAL**	**$ 55,000**
JOB TRAINING AND SUPPORT SERVICES **45 Participants/ Students** **New Applicants; Roll-Over/ Continuing Program/ Graduates** **Training: Tuition, Fees, Books, Testing fees, Mandatory curriculum based equipment uniforms or tools.** **TIER I – Pre-PSOT – SECONDARY OCCUPATIONAL JOB TRAINING ASSISTANCE –Student Preparedness programs and Assistance Funds** College Prep Programs: THEA (Texas Higher Education Assessment), ACCUPLACER Life Skills, Study Skills, Skill Standards Prep Courses, GED (program specific entry exams) **TIER II – POST SECONDARY OCCUPATIONAL JOB TRAINING ASSISTANCE FUNDS** STC, UT-Pan American, TSTC, UT-Brownsville certification and associates programs in the programs of study herein referenced. **TIER III – Customized Training** **Support Services: Child Care, Transportation, Emergency Living Expenses, Uniforms and/or Interview Attire and Other.** **SUB-TOTAL**	**$117,000** **$45,500** **$162,500**
VIDA Administrative Costs	**$ 32,500**
TOTAL PROGRAM BUDGET	**$ 250,000**

VIDA
HIDALGO COUNTY
EXPENDITURE REPORT
As Of: April 30, 2012

GRANT PERIOD: April 12, 2012 to April 11, 2013							Revenue Budget
DESCRIPTION	AWARD	Payment	Payment	Payment	Total Payments		Balance
Total Project Funding:	$ 250,000.00	$ -	$ -		$ -		$ 250,000.00
		EXPENDITURES					
EXPENDITURES	Budget	2012	2012	2012	Expenses		Expense Budget
JOB TRAINING:	$ 162,500.00	April 12-30	May	June	To Date		Balance
Training & Support Services		$ -			$ -		
TOTAL TRAINING:		$ -	$ -	$ -	$ -		
Encumbrances (Active Students)							
TOTAL TRAINING & ENCUMBRANCES:					$ -		$ 162,500.00
ADMINISTRATIVE COSTS:	32,500.00						
Salaries					$ -		
Fringe Benefits					-		
Operational					-		
TOTAL ADMINISTRATIVE:		$ -	$ -	$ -	$ -		$ 32,500.00
DIRECT PROGRAM COSTS:	55,000.00						
Salaries					$ -		
Fringe Benefits					-		
Operational					-		
TOTAL DIRECT PROGRAM:		$ -	$ -	$ -	$ -		$ 55,000.00
TOTAL EXPENSES:		$ -	$ -	$ -	$ -		$ 250,000.00
TOTAL BUDGET:	$ 250,000.00						
TOTAL EXPENSES/ENCUMBRANCES:	-						
BUDGET BALANCE:	$ 250,000.00						

AI-31804 **5. E.**

CC REGULAR

Meeting Date: 04/10/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Environmental Compliance:
Authority for County Judge to sign Delegation of Signatories to Reports (TCEQ Form 20403) authorizing Environmental Compliance Coordinator to sign Notice of Change form that is required for submittal of changes to Hidalgo County's Storm Water Management Plan.

BACKGROUND

Attachments

doc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/05/2012 11:49 AM
Purchasing Department	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Monica Badillo Started On: 04/05/2012 11:37 AM

Final Approval Date: 04/05/2012

Executive Director
Texas Commission on Environmental Quality
Storm Water and Pretreatment Team
P.O. Box 13087, MC-148
Austin, TX 78711-3087

Subject: Delegation of Signatories to Reports

Facility/Company/Site Name: Hidalgo County MS4
TPDES Permit Number: TXR040408

Dear Executive Director:

This letter serves to designate the following people or positions as authorized personnel for signing reports, storm water pollution prevention plans, certifications or other information requested by the Executive Director or required by the general permit, as set forth by 30 TAC §305.128 (see page 2).

Name or Position	Martin Ramirez, Hidalgo County Environmental Compliance Coordinator
Name or Position	
Name or Position	
Name or Position	

I understand that this authorization does not extend to the signing of a Notice of Intent for obtaining coverage under a storm water general permit.

By signing this authorization, I confirm that I meet the requirements to make such a designation as set forth in 30 TAC §305.44 (see page 2).

Sincerely,

_____	Hidalgo County Judge	_____
Name	Title	Date

RELEVANT PROVISIONS

305.128(a) All reports requested by permits and other information requested by the executive director shall be signed by a person described in §305.44(a) of this title (relating to Signatories to Applications) or by a duly authorized representative of that person. A person is a duly authorized representative only if:

(1) the authorization is made in writing by a person described in §305.44(a) of this title (relating to Signatories to Applications);

(2) the authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity or for environmental matters for the applicant, such as the position of plant manager, operator of a well or well field, environmental manager, or a position of equivalent responsibility. (A duly authorized representative may thus be either a named individual or any individual occupying a named position); and

(3) the written authorization is submitted to the executive director.

(b) If an authorization under this section is no longer accurate because of a change in individuals or position, a new authorization satisfying the requirements of this section must be submitted to the executive director prior to or together with any reports, information, or applications to be signed by an authorized representative.

(c) Any person signing a report required by a permit shall make the certification set forth in §305.44(b) of this title (relating to Signatories to Applications).

305.44(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding $25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

(b) A person signing an application shall make the following certification: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and

belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

AI-31740 **6. A.**

CC REGULAR

Meeting Date: 04/10/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Constable Pct. #2:
Discussion, consideration and approval of appointment of Deputy Constable in accordance with Texas Local Government Code 86.011 as follows:
1. Juan Arenas

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-292-001-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

LGC 86.011

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/02/2012 04:32 PM
Sylvia Solis	Sylvia Solis	04/04/2012 09:16 AM
Purchasing Department	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Monica Badillo Started On: 04/02/2012

Final Approval Date: 04/05/2012

removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, Sec. 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, Sec. 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.821, eff. Sept. 1, 2001. Amended by:

Acts 2005, 79th Leg., Ch. 954, Sec. 1, eff. June 18, 2005.

Sec. 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the

deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may

AI-31763 **7. A.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Jaime Longoria

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of Interlocal Agreement between the County of Hidalgo and the City of McAllen on the control of rabies within Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1100-441-43-115-085-0-350

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

BUDGETARY IMPACT:

pending transfer AI-31807 for 4/10/12.

Attachments

Agreement

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/04/2012 10:11 AM
Purchasing Department	Angela Garcia	04/05/2012 01:56 PM

Form Started By: SANDRA DELEON Started On: 04/04/2012 09:28 AM

Final Approval Date: 04/05/2012

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE CITY OF McALLEN

WHEREAS, in accordance with the provisions of Chapter 791 of the Texas Government Code, Hidalgo County (hereinafter referred to as the "County") and the **CITY OF McALLEN** (hereinafter referred to as "City") execute this Agreement in furtherance of governmental functions and to provide for rabies and prevention control in accordance with the terms and provisions contained in this Agreement;

WHEREAS, Chapter 826 of the Health and Safety Code provides counties may adopt a local rabies control program in the County and set local standards that are equal to or more stringent than the program established by Chapter 826;

WHEREAS, City has a multi-faceted rabies control program and leash law ordinances to control animals as well as agreements with not for profit entities to control stray animals within City which prevents contact of animals with other animals preventing the spread of rabies;

WHEREAS, County desires City to provide City's expertise in controlling the spread of rabies within Hidalgo County;

WHEREAS, County has a population of strays that have not been vaccinated for rabies and the population of strays is increasing; and

WHEREAS, County and City are desirous of reducing the increasing population of stray animals within Hidalgo County.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained and other good and valuable consideration, the receipt of which is mutually acknowledged, City and County agree as follows:

1. City shall provide services to eliminate stray animals including contracting with not for profit entities to control the population of stray animals in Hidalgo County.

2. County shall provide funding of Fifty Thousand and no/ 100ths dollars ($50,000.00) to the City for control of stray animals to further rabies prevention.

3. County agrees to pay City within ten (10) days of City's invoice to County, for control of stray animals in Hidalgo County.

4. The term of this Agreement shall be one (1) year commencing with the date of this Agreement and shall automatically renew unless either City o County notifies the other in writing of its desire not to renew this Agreement for an additional one (1) year term. Such notice shall be given at least thirty (30) days prior to the expiration of the then current term.

5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the work under this Agreement performed by each party.

6. **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 conflict exists.

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

8. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or 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 the parties hereto, and not otherwise.

9. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the

parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540-0758

If to City: City of McAllen
Attention: City Manager
1300 Houston Avenue
McAllen, Texas 78505

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

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

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

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

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

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

16. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

17. **Amendment.** This Agreement may be amended upon the written agreement of the parties hereto.

18. **Performance of Government Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

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.

IN WITNESS WHEREOF, City and County have caused this Agreement to be executed by their authorized officers effective as of the _____ day of _____, 2012.

PAGE INTENTIONALLY LEFT BLANK

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

CITY OF McALLEN

By: _____
Mike R. Perez, City Manager

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

By: _____
Kevin Pagan, City Attorney

----- Forwarded Message -----
From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Jaime Longoria" <jaime.longoria@co.hidalgo.tx.us>
Cc: "sandra deleon" <sandra.deleon@co.hidalgo.tx.us>
Sent: Thursday, April 5, 2012 9:41:53 AM
Subject: FW: Regular AI-31763 - County Judge Interlocal with McAllen

Good morning Mr. Longoria and Sandra,

Attached is the revised agreement should you have any questions, please call our office.

Thanks,
Marynel Trevino, Secretary for
Stephen L. Crain and Heather De La Garza

ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. 78501
P. O. Box 3725 78502
McAllen, Texas
Telephone No. 956.682.5501
Facsimile No. 956.686.6109

AI-31792 **7. B.**

CC REGULAR

Meeting Date: 04/10/2012

Department: COUNTY JUDGE

Information

CAPTION

Presentation by LUPE in recognition of Hidalgo County's solar light improvements in colonias in Precincts 1, 3, & 4

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/05/2012 10:25 AM
Purchasing Department	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Angela Garcia Started On: 04/05/2012 09:16 AM

Final Approval Date: 04/05/2012

AI-31781 **8. B.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Mike Escaname

Department: BUDGET & MANAGEMENT

Information

CAPTION

Requesting authorization to apply for additional funding from the Preventive Health Services Restoration Block Grant for our existing 2012 RLSS/LPHS contract. In addition we are also requesting separate funding out of the 2012 Preventive Health and Health Services Block Grant to Texas for adult immunizations (meningococcal vaccine), and/or funding for local health department accreditation planning.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1293-441-00-340-006-2-xxx

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

BUDGETARY IMPACT:

No local matching funds required.

Attachments

Exh A

Exh B

Exh C

RLSS LPHS Budget template

RLSS LPHS Intent Ltr

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	04/04/2012 04:31 PM
Budget & Management	Merlen P. Munoz	04/04/2012 04:34 PM
Perla Lopez	Perla Lopez	04/04/2012 04:53 PM
Purchasing Department	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Manuel Chapa Started On: 04/04/2012 02:45 PM

Final Approval Date: 04/05/2012

EXHIBIT A

Texas Department of State Health Services
Local Health Department: _____

FY 2012 Request for Local Public Health Services Funds
Project Service Delivery Plan

Contract Term: September 1, 2011 through August 31, 2012

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

Public Health Issue: ***Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.***		
Essential Public Health Service(s): ***List the EPHS(s) that will be provided or supported with LPHS Contract funds***		
Objective(s): ***List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)***		
Performance Measure: ***List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.***		
Activities ***List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.***	**Evaluation and Improvement Plan** ***List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.***	**Deliverable** ***Describe the tangible evidence that the activity was completed.***

EXHIBIT B

Texas Department of State Health Services
Division for Regional & Local Health Services

Local Health Department Adult Immunization Plan
FY 2012 Request for Local Public Health Services Funds Project Service

Local Health Department: _____

Public Health Issue: **Link people to needed personal health services and assure provision of health care when otherwise unavailable**		
Essential Public Health Service(s): Essential Service 7		
Objective: ***(Below is the required measurable objective to be achieved with this contract).*** ***Objective 1:*** **Local Health departments receiving funding will coordinate with community colleges and universities to make meningococcal vaccine available to uninsured students at no cost to enable them to attend school under Texas law.**		
Performance Measure: ***List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.*** **In receiving additional Immunization funds as part of the LPHS/RLHSS Contract for the purpose of purchasing meningococcal vaccine, Local Health Departments shall ensure 100% of all doses purchased are provided to uninsured college student populations.**		
Activities: Below is the activity to conduct to meet the required objective.	**Evaluation and Improvement Plan:** ***List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.***	**Deliverable:** ***Describe the tangible evidence that the activity was completed.***
Local Health Departments shall: 1. ***identify colleges/college health services units who agree to provide meningococcal vaccine services;*** 2. ***coordinate with DSHS Immunizations Services and Pharmacy Branches in ordering the appropriate dosages and direct shipments to identified college locations;*** 3. ***ensure that colleges/college student health service units are providing vaccines at no cost to students;*** 4. ***ensure that each person receiving the vaccine signs a form in which they declare that they are uninsured;*** 5. ***ensure each person receiving the vaccine is given the opportunity to consent to have their immunization data recorded in ImmTrac; and*** 6. ***ensure for vaccination reporting data that end of year contract reports indicate the total dosage administered to college uninsured populations.***		

EXHIBIT C

Texas Department of State Health Services
Division for Regional & Local Health Services

Local Health Department Accreditation Plan
FY 2012 Request for Local Public Health Services Funds Project Service

Local Health Department: _____

The plan scope of work would include, but is not limited to the following: the identification of a Local Accreditation Coordinator with a local health department-wide planning team; a review of PHABs Online Orientation to Public Health Accreditation; conduct a review of the documentation requirements for measurement (for accreditation); develop project plans for accreditation prerequisites – community health assessment, community health improvement plan, and internal local health department strategic plan.

Public Health Issue: ***Accredited Public Health Agencies. To ensure that local health agencies have the necessary infrastructure to effectively provide essential public health services. Increase the proportion of local public health agencies that are accredited.***		
Essential Public Health Service(s): ***Essential Service 9 – Evaluate Health Programs***		
Objective: ***(Below is the required measurable objective to be achieved with this contract).*** ***Objective 1: Local Health Departments will analyze all levels of services where indicated in accordance to Public Health Accreditation Board guidelines related to preplanning for local public health accreditation.***		
Performance Measure: ***List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.***		
Activities: Below is the activity to conduct to meet the required objective.	**Evaluation and Improvement Plan:** ***List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.***	**Deliverable:** ***Describe the tangible evidence that the activity was completed.***
Local Health Department Accreditation Planning ***Local health departments receiving funding will develop a plan for accreditation. This plan should incorporate processes outlined by the Public Health Accreditation Board in preparing for local public health accreditation***		

FORM I-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: 0

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						$0

Total Amount Requested for CONTRACTUAL: $0

Revised: 7/6/2009

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

DAVID L. LAKEY, M.D.
COMMISSIONER

~~March 19, 2012~~April 3, 2012

Dear Local Health Department/Public Health District Director:

DSHS is pleased to announce the intent to offer restoration of Preventive Health & Health Services Block Grant funds to your existing 2012 RLSS/LPHS contract in an amount up to the 19% reduction applied to your contract at the beginning of state fiscal year 2012. In addition to the 19% restoration, each local health department is being given the opportunity to request separate funding out of the 2012 Preventive Health and Health Services Block Grant award to Texas for adult immunizations (meningococcal vaccine), and/or funding for local health department accreditation planning.

If your agency would like to request restoration of some or all of the 19% reduction, and/or funding for adult immunizations, and/or funding for accreditation planning, please complete and submit the following documents **by 5:00 p.m. ~~Monday, April 9, 2012~~Friday, April 13, 2012** via email to localphteam@dshs.state.tx.us: Categorical Budget and Exhibit A, and/or B, and/or C for:

- ***RLSS/LPHS Contract*** *– Submit revised DSHS Categorical Budget Forms (up to the 19% reduction) & revise* ***Exhibit A*** *with an increase in services, if applicable*
- ***Adult Immunizations*** *- Submit DSHS Categorical Budget Forms & complete* ***Exhibit B***
- ***Accreditation Planning*** *– Submit DSHS Categorical Budget Forms & complete* ***Exhibit C***

The contract period for the utilization of these funds is ***September 1, 2011, through August 31, 2012***, with all activities associated with these funds to be completed and expended by August 31, 2012. Requested funds must be allocated in one or more of the following categories: ***Travel, Equipment, Contractual, Supplies and Other*****.**

We appreciate your cooperation and commitment toward working to enhance and integrate essential public health services at the local level. Thank you in advance for your timely response. Should you have questions, please contact Elma Medina or Amy Pearson at (512) 776-7770.

Sincerely,

James Morgan, MD, MPH

James Morgan, M.D., M.P.H.
Associate Commissioner
Division for Regional and Local Health Services

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AI-31605 **9. A.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Oscar Montoya

Department: COUNTY JUDGE

Information

CAPTION

Pursuant to fuel policy, requesting approval to reimburse EMC Oscar D. Montoya in the amount of $50.73 for the purchase of fuel for his county assigned vehicle.

BACKGROUND

County Vehicle Information:
2006 Ford F150
LP: BJ8-3282
VIN # 1FTRW14W56FB17959

Card was misplaced by Mr. Montoya

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1100-429-00-110-075-0-626

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

BUDGETARY IMPACT:

Attachments

Fuel Reimbursement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/22/2012 09:14 AM
Roland Garcia	Rolando Garcia	03/28/2012 07:59 AM
Auditor's Office	Arcilia Duran	03/28/2012 10:22 AM
Purchasing Department	Marty Salazar	03/28/2012 01:05 PM

Form Started By: Irma Saenz Started On: 03/22/2012 08:44 AM

Final Approval Date: 03/28/2012

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **OSCAR D. MONTOYA**, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
00000000-000	02/01/12	$50.73	STRIPES # 9773 EDINBURG
TOTAL		$ 50.73	

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: _____

TITLE: **EMERGENCY MANAGEMENT COORDINATOR**
PERSON MAKING PURCHASE

Before me Teresita D. Garcia, a Notary Public, appeared Oscar D. Montoya and on **h**is oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. **H**e / **S**___ further stated **h**e / **s**___ requested payment of the same.

(SEAL)

TERESITA D GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-28-2012

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
APPROVAL: DEPARTMENT HEAD

_____
APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: MCJR-CA-004
REVISED: 01/01/2001

61283.

WELCOME TO
Stripes # 9773

0C000000000-000
STRIPES 9773
1611 S CLOSNER
EDINBURG TX 7853

DATE 02/01/12
TIME 1:34 PM
AUTH# 001222

MASTERCARD

PUMP	PRODUCT	PPG
11	UNLD	$3.369

GALLONS	TOTAL
15.059	$50.73

THANK YOU
HAVE A NICE DAY

AI-31656 **9. B.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Oscar Montoya

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of the following documents as required by the Texas Division of Emergency Management (TDEM).

1. Annex S - Transportation

BACKGROUND

Annex S - Transportation must be submitted to TDEM prior to April 24, 2012. TDEM requires Emergency Management Plans and Annexes be updated every five years.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact at this time. Emergency Management plans and annexes update only.

Attachments

Annex S - Transportation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/27/2012 03:57 PM
Roland Garcia	Rolando Garcia	03/28/2012 08:42 AM
Purchasing Department	Angela Garcia	04/02/2012 09:08 AM

Form Started By: Irma Saenz Started On: 03/27/2012 03:39 PM

Final Approval Date: 04/02/2012

ANNEX S
TRANSPORTATION

Hidalgo County

Jurisdiction

Ver 2.0
03/06

APPROVAL & IMPLEMENTATION

Annex S

Transportation

Hidalgo County Judge	Date
Hidalgo County Emergency Management Coordinator	Date

RECORD OF CHANGES

Annex S

Transportation

Change #	Date of Change	Entered By	Date Entered

ANNEX S

TRANSPORTATION

I. AUTHORITY

See Basic Plan, Section I.

II. PURPOSE

This annex outlines our concept of operations and organizational arrangements for transportation of people, supplies, and materials during emergency situations, assigns responsibilities for various transportation tasks, and outlines related administrative requirements.

III. EXPLANATION OF TERMS

EOC	Emergency Operations Center
DDC	Disaster District Chair (Department of Public Safety Area 8A)
ICP	Incident Command Post
MHE	Materials Handling Equipment
SOP	Standard Operating Procedures
ISD	Independent School District
CISD	Consolidated Independent School District
EMC	Emergency Management Coordinator
HCHD	Hidalgo County Health Department
RMA	Regional Mobile Authority
LRGVDC	Lower Rio Grande Development Council
COG	Council of Government

IV. SITUATION & ASSUMPTIONS

A. Situation

1. In an emergency situation, the transportation of people, equipment, and supplies may have to be facilitated or restricted from areas at risk and in support of response and recovery activities. We have the ultimate responsibility for arranging for or providing the transportation needed to support emergency operations.

2. During emergency situations, rapid evacuation from areas at risk may be necessary for school children, hospital patients, nursing home residents, the elderly, those with disabilities, and prisoners.

3. Specialized transportation may be needed to transport some special needs groups, such as medical patients and prisoners.

4. Our transportation equipment and that of private transportation companies may sustain damage during emergency situations and trained equipment operators may become

disaster victims, limiting the means available to transport people and relief equipment and supplies.

5. Transportation infrastructure, such as roads, bridges, and railroads, may sustain damage during emergency situations, making it difficult to use some of the transportation assets that are available.

6. Major emergency situations may disrupt normal transportation systems, leaving many people, such as school children, the elderly, infirm, and those with disabilities, without transportation.

7. Some cargo may require materials handling equipment (MHE) at the on-load point and the delivery point. The availability of such equipment must be considered in transportation planning.

8. In coordinating the use of transportation resources, qualified drivers must be included in the arrangements.

9. Special facilities, such as schools, hospitals, nursing homes, day care facilities, and correctional facilities, are responsible for the welfare and safety of all persons. Virtually all such facilities are required to have an emergency plan that includes provision for emergency evacuation. The facility operator is responsible for making arrangements for suitable transportation.

B. Assumptions

1. If people must be evacuated or relocated, the primary mode of transportation for most residents will be personal vehicles. However, transportation must be provided for people who do not have vehicles.

2. During emergency situations, we will use our own transportation resources and those available pursuant to inter-local (mutual aid) agreements to the extent that they are available.

3. If commercial transportation providers that we normally deal with are able to support our emergency needs, we will continue to contract with those companies during emergency situations.

4. As school buses are the primary local passenger transportation resource, we assume that local school districts will respond to requests for transportation assistance from local government during emergency situations.

5. If we are unable to obtain transportation services from commercial providers, we may rent or lease transportation equipment to provide the required transportation.

6. Businesses or individuals may be willing to donate transportation services or loan transportation equipment during emergency situations.

7. Municipal or rural transit system buses will be diverted from their normal routes and schedules as needed to support emergency operations.

8. Transportation may be requested from the Disaster District Committee DDC in Area 8a when the assets within the jurisdiction are not sufficient.

V. CONCEPT OF OPERATIONS

A. General

1. Transportation Requirement. When carrying out emergency transportation activities, immediate needs must be considered first, followed by continuing requirements. Immediate transportation needs normally involve the evacuation of people, including residents of special facilities, from risk areas. Continuing transportation needs typically involve the movement of relief supplies, equipment, and emergency workers during response and recovery operations.

2. Passenger Transportation. Where possible, emergency passenger transportation requirements will be satisfied with the following resources:

   a. Voluntary use of personal vehicles
   b. County owned vehicles
   c. School buses
   d. Leased or rented buses
   e. Passenger vehicles provided by other local jurisdictions pursuant to inter-local agreements
   f. Donated transportation equipment or services
   g. Municipal or rural transit system buses
   h. State-owned or contracted vehicles

3. Cargo Transportation. Where possible, emergency cargo transportation requirements will be satisfied with the following resources:

   a. County owned vehicles
   b. Commercial freight carriers
   c. Leased or contract equipment
   d. Cargo vehicles provided by other jurisdictions pursuant to inter-local agreements
   e. Donated transportation equipment or services

4. Special Facilities.

   a. Schools & Day Care Centers

      If evacuation of public schools is required, students will normally be transported on school buses. Private schools and day care centers, including adult day care facilities, typically do not have significant transportation resources and may require other local or state government transportation assistance during emergencies.

   b. Hospitals, Nursing Homes, & Correctional Facilities

      Transportation of many medical patients and prisoners requires specialized transportation and appropriate medical or security support. The facility operator is

responsible for making arrangements for suitable transportation and coordinating use of appropriate host facilities. In the case of short-notice or no-notice emergency situations, facilities may be unable to make the required arrangements for transportation and local or state government may need to assist. Some nursing home patients may be able to use normal transportation vehicles.

5. Individuals with Special Needs. Individuals who are aged, ill, or have disabilities may need special transportation assistance, including boarding assistance and help with their belongings. They may be unable to walk to transportation pickup points for the general public.

6. Requesting Transportation Support.

   a. Requests for transportation support may be generated by an Incident Commander or by departments and agencies that require additional transportation support to carry out the emergency responsibilities assigned in this plan. Requests for transportation support should be made to the Transportation Officer using the Cargo Transportation Request in Appendix 1 or the Passenger Transportation Request in Appendix 2. Requesters must assign a priority to their requests.

   b. The Transportation Officer shall identify appropriate transportation resources to fill such requests, coordinating as necessary with the requester and transportation providers.

7. External Support. In accordance with this plan, emergency support and assistance will be provided as quickly as is feasible. Consistent with priority of need, attempts to provide assistance is outlined in Section IX, paragraph E.

B. Activities by Phases of Emergency Management

1. Prevention

   a. Identify and maintain a current list of local public and private transportation resources. See Annex M, Resource Management, for a list of transportation resources.

   b. Identify possible transportation needs that could result from various disasters.

   c. Develop procedures for preserving transportation resources from known hazards by relocating them or protecting them in place.

2. Preparedness

   a. Determine possible emergency transportation needs and related requirements for moving people, supplies, and equipment. Assess capabilities in relation to requirements to identify resource shortfalls; identify additional resources required.

   b. Negotiate agreements with other jurisdictions, public agencies and private industry for use of their transportation assets, and, where appropriate, drivers during emergency situations.

c. Participate with other departments and agencies in the determination of evacuation routes for known hazards and, where appropriate, pickup points or routes for those who may require public transportation.

d. Review special facility evacuation plans to ensure they include realistic transportation arrangements.

e. Plan and execute exercises involving the public and private sector. These exercises should include the utilization of various types of transportation and heavy duty equipment.

3. Response

a. Activate emergency transportation function to receive and process requests for cargo and passenger transportation.

b. Respond to transportation requests within limits of available resources.

c. Monitor transportation resource status and identify requirements for additional resources to the EMC, EOC Supervisor.

d. Maintain records on use of transportation resources (See Appendix 3).

4. Recovery

a. Continue to coordinate transportation of equipment, supplies and passengers as needed.

b. Assess further transportation needs of citizens and provide transportation as needed.

c. Return borrowed resources and those obtained through agreement, lease, or rental when those resources are no longer required.

VI. ORGANIZATION & ASSIGNMENT OF RESPONSBILITIES

A. General

1. Our normal emergency organization, described in Section VI.A of the Basic Plan and depicted in Attachment 3 to the Basic Plan, shall carry out the function of providing transportation services in emergency situations.

2. The County Judge shall provide policy guidance with respect to emergency transportation operations.

3. The designated County Judge Executive Staff shall serve as Transportation Officer and coordinate emergency transportation operations.

B. Task Assignments

1. Transportation Officer will:

   a. Identify available transportation resources (see Annex M, Resource Management) and maintain a transportation resource contact list.

   b. Coordinate with schools, other public agencies, and businesses regarding emergency use of their transportation assets and develop appropriate agreements and procedures for notifying appropriate officials of emergency situations.

   c. Coordinate with Regional Mobile Authority (LRGVDC) commercial transportation providers to establish procedures for providing transportation resources during emergency situations.

   d. Coordinate with other emergency services to identify and prioritize requirements for transportation of supplies, equipment, materials, and passengers necessary for response and recovery operations.

   e. Coordinate with special facilities to determine their requirements for specialized transportation support during emergencies and the arrangements the facilities have made to provide such support.

   f. Coordinate public transportation support for mass evacuations.

   g. Coordinate with the DDC Sheriff & local police on evacuation routes and the location of transportation pickup points and staging areas. (See Annex E and state plan Area 8A for contra flow and evacuation.)

   h. Coordinate with local public transportation authority's pickup points and times for citizens requiring public transportation.

   i. Provide the Public Information Officer timely information on emergency transportation arrangements that can be disseminated to the public.

   j. Coordinate with the Shelter Officer for passenger and cargo transportation to support for shelter and mass care operations.

2. All Departments and Agencies having transportation assets will:

   a. Provide current information on available transportation equipment to the Transportation Officer for use in updating the transportation resource list.

   b. Provide equipment and personnel to fulfill requirements for emergency transportation of cargo and passengers, upon request of the Transportation Officer and to the extent possible.

3. All Departments and Agencies will:

   Forward prioritized emergency transportation requests to the Transportation Officer for action. The request forms in Appendices 1 and 2 will be used.

4. Law Enforcement will:

   a. Determine evacuation routes and provide traffic control for large-scale evacuations.

   b. Determine transportation pickup points and staging areas, in conjunction with the Transportation Officer.

5. The Shelter Officer will:

   Identify transportation requirements to support for shelter and mass care operations to the Transportation Officer.

6. The Local School District will:

   Upon request by the County Judge, provide buses and drivers to assist in emergency operations.

7. The LRGVDC Transit Authority will:

   Upon request by the County Judge, provide buses and drivers to assist in emergency operations.

VII. DIRECTION & CONTROL

A. General

1. The County Judge will establish priorities for and provide policy guidance for transportation activities.

2. The County Judge/EMC will provide general direction to the Transportation Officer regarding transportation operations.

3. The Transportation Officer and staff will plan, coordinate, and carry out transportation activities.

B. Line of Succession

The line of succession for the Transportation Officer is:

1. County Judge Executive Staff
2. County Judge
3. Hidalgo County EMC

VIII. READINESS LEVELS

A. Readiness Level IV – Normal Conditions

See mitigation and preparedness activities in paragraphs V.B.1 and V.B.2 above.

B. Readiness Level III – Increased Readiness

1. Monitor situation.
2. Alert key personnel and transportation provider points of contact.
3. Check readiness of all equipment and facilities and correct any deficiencies.
4. Update transportation resource status information.
5. Review agreements for use of transportation resources owned by others.
6. Review plans and procedures and update them, if needed.

C. Readiness Level II – High Readiness

1. Monitor situation.
2. Update transportation personnel and equipment status.
3. Alert and brief transportation providers for possible emergency operations.
4. Review status of preplanned evacuation routes, pickup points, and staging areas locations.
5. Update transportation resource status information.

D. Readiness Level I – Maximum Readiness

1. Monitor situation and update transportation resource status information.
2. Staff EOC positions if EOC is activated.
3. Consider protective actions for transportation resources.
4. Make tentative transportation resource allocations to probable emergency tasks
5. Pre-stage transportation assets, where appropriate.

IX. ADMINISTRATION & SUPPORT

A. Resources

Local transportation resources are described in Annex M, Resource Management.

B. Maintenance of Records

Records will be maintained on the use of all transportation equipment, whether owned, leased, rented, or borrowed; see Appendix 3. These records will be used as basis for possible recovery of emergency operations expenses from a responsible party or reimbursement of certain expenses by the state or federal government. The Transportation Officer will retain records of equipment usage until a final decision is made by the County Judge/Mayor concerning claims for cost recovery or reimbursement.

C. Preservation of Records

Vital records should be protected from the effects of disasters to the maximum extent feasible. Should records be damaged during an emergency situation, professional assistance in preserving and restoring those records should be obtained as soon as possible.

D. Training & Exercises

1. Transportation personnel who will staff the ICP or EOC shall receive appropriate training on the operation of those facilities, which should be arranged by the Transportation Officer.

2. Emergency exercises should periodically include a scenario that provides for the demonstration of emergency transportation.

E. External Support

1. Summaries of inter-local agreements and agreements with other governmental entities, volunteer groups, and businesses for resource support, as well as contingency contracts with commercial transportation providers are listed in Attachment 6 to the Basic Plan. Activation of such agreements and contracts will normally be coordinated through the EOC.

2. If transportation requirements cannot be satisfied with the resources available locally or through agreements and contracts, assistance may be requested from the State. Request for state assistance will be made to the DDC Chairman in McAllen (DPS District 8A) by the County Judge or a person authorized to act for him/her.

X. ANNEX DEVELOPMENT & MAINTENANCE

A. The Transportation Officer is responsible for developing and maintaining this annex. Recommended changes to the annex should be forwarded as soon as needs become apparent.

B. This annex will be reviewed annually and updated in accordance with the schedule outlined in Section X of the Basic Plan.

C. Departments and agencies assigned responsibilities in this annex are responsible for ensuring that their SOPs cover those responsibilities.

XI. REFERENCES

Annex S (Transportation) to the *State of Texas Emergency Management Plan*

APPENDICES

Appendix 1 ..... Cargo Transportation Request

Appendix 2 ..... …Passenger Transportation Request

Appendix 3 ..... Vehicle/Equipment Record & Use Log

Appendix 4 ..... Transportation Contacts

Cargo
Transportation Request

Date:	**Time:**	**Priority: 1 2 3**
Requested by:		**Organization:**

Request transport of (describe the cargo):

☐ Loose ☐ Boxed #_____ ☐ Pallets # _____ **Total weight:** _____ **lbs**.

Receive from:

Date/Time_____

Place/Address:_____

_____

_____

People available to load the truck? ☐ Yes ☐ No If no, how many people are needed? _____

Equipment available to load the truck? ☐ Yes ☐ No Type: _____

Contact at pick-up

Name: Phone #:

Deliver to:

Date/Time: _____

Place/Address: _____

_____

_____

People available to unload truck? ☐ Yes ☐ No

Equipment available to unload the truck? ☐ Yes ☐ No Type: _____

Contact at delivery

Name: Phone #:

Resources committed:

Passenger Transportation Request

Date:	**Time:**	**Priority: 1 2 3**
Requested by:		**Organization:**

Number of people needing transportation: # of Adults _____ # of Children _____

Ambulatory: ☐ Yes ☐ No If **No**, list any special vehicles or equipment needed:

_____
_____
_____
_____
_____

Pick up from:

Date/Time_____

Place/Address:_____
_____
_____

People available to assist non-ambulatory passengers? ☐ Yes ☐ No

If no, how many people are needed to assist? _____

Contact at pick-up:

Name: Phone #:

Drop off:

Date/Time: _____

Place/Address: _____
_____
_____

Contact at drop off:

Name: Phone #:

Resources committed:

VEHICLE/EQUIPMENT RECORD & USE LOG

Vehicle/Equipment Type:_____

Identification or License #:_____ Odometer/hour meter reading: _____

Date Received: _____ Time Received: _____

☐ City/County Asset ☐ School District Asset

☐ Leased/Rented ☐ Borrowed/Loaned

☐ Other:

Owner: _____

Address:_____

_____

Operational Status: ☐ Good ☐ Fair ☐ Poor

Operator Provided: ☐ Yes ☐ No

Maintenance performed (if any): _____

_____

_____

_____

_____

_____

_____

Vehicle/Equipment Returned**:**

Date: _____ Time: _____ Odometer/hour meter reading: _____

Remarks:

USE LOG ON REVERSE

USE LOG

Date	Mileage Start	Mileage End	Operator	Mission Description

Transportation Contacts

La Joya ISD Transportation Dept. Contact: Jerry Perez Cell: (956) 467-7860	**Hidalgo ISD Transportation Dept.** Contact: Avan Samano Cell: (956) 369-4335 Office: (956) 843-3194
Mission CISD Transportation Dept. Contact: Isidoro Reyna Cell: (956) 802-6708 Office: (956) 323-8930	**La Villa ISD Transportation Dept.** Contact: Norma Razo Cell: (956) 239-3281 Office: (956) 262-4755
Edinburg ISD Transportation Dept. Contact: Balta Flores Cell: (956) 867-1906 Office: (956) 380-8930	**Mercedes ISD Transportation Dept.** Contact: Rene Guajardo Cell: (956) 650-5565 Office: (956) 825-5028
Sharyland ISD Transportation Dept. Contact: Frank Perez Cell: (956) 222-6412 Office: (956) 580-5240	**P.S.J.A ISD Transportation Dept.** Contact: Mike Cano Cell: (956) 227-3704 Office: (956)702-5635
McAllen ISD Transportation Dept. Contact: Ray Garza Cell: (956) 648-6662 Office: (956) 632-3211	**Edcouch-Elsa ISD Transportation Dept.** Contact: Martin Rodriguez Cell: (956) 239-2068 Office: (956) 262-6057
Valley View ISD Transportation Dept. Contact: John Larraga Cell: (956) 460-2403 Office: (956) 787-9440	**Weslaco ISD Transportation Dept.** Contact: Bucky Sanches Cell: (956) 463-3753 Office: (956) 969-6860

AI-31638 **9. C.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Oscar Montoya

Department: COUNTY JUDGE

Information

CAPTION

1. Authorization and approval to accept the 2009 Homeland Security Grant Program Grant Adjustment Notice for Hidalgo County extending the end of the performance period from April 15, 2012 to June 15, 2012 as approved by the Texas Department of Public Safety State Administrative Agency. Federal Grant award number 2009-SS-T9-0064 in the amount of $994,958.03 (SHSP $677,306.11, LEAP $317,651.92).

2. Requesting approval for the Hidalgo County Judge to sign the Grant Adjustment Notice.

BACKGROUND

1. Commissioners Court Meeting of March 13, 2012, Agenda Item 31402, Emergency Management requested authority to submit a request to the Texas Department of Public Safety State Administrating Agency for a grant extension for the 2009 SHSP/LEAP Grant.

2. County Judge signed the Grant Adjustment Notice.

3. A Grant Adjustment Notice was released by the SAA extending the performance period for two months until June 15, 2012.

Fiscal Impact

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

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

BUDGETARY IMPACT:

No Fiscal Impact at this time only extension of performance period to June 15, 2012.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/26/2012 01:27 PM
Roland Garcia	Rolando Garcia	03/28/2012 08:35 AM
Purchasing Department	Angela Garcia	04/02/2012 09:08 AM

Form Started By: Irma Saenz Started On: 03/26/2012 12:25 PM

Final Approval Date: 04/02/2012

Texas Department of Public Safety

2009 Grant Adjustment Notice
for

Hidalgo County

This GAN changes the performance dates of the grants in Section 5.

Date of Award
March 22, 2012

1. Sub-Recipient Name and Address

Judge Ramon Garcia
Hidalgo County
1615 S. Closner STE J
Edinburg, TX 78539

2. Prepared by: Saba, Sherry

3. SAA Award Number: 09-GA 48215-10

4. Federal Grant Information

Federal Grant Title:	**Homeland Security Grant Program**
Federal Grant Award Number:	2009-SS-T9-0064
Date Federal Grant Awarded to TxDPS:	August 1, 2009
Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

Total Award Amount
$994,958.03

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

SHSP 97.073	SHSP-LEAP 97.073	UASI 97.008	UASI-LEAP 97.008	CCP 97.053	MMRS 97.071
$677,306.11	$317,651.92	$0.00	$0.00	$0.00	$0.00

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

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

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

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

9. Agency Approval

Approving TxDPS Official:

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

Signature of TxDPS Official:

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

Ramon Garcia
Hidalgo County Judge

Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:
74-60000717

12. Date Signed :

13. DUE DATE: April 15, 2012

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

2009 TERMS AND CONDITIONS
Homeland Security Grant Program (HSGP)

FY 2009 HSGP is comprised of four separate grant programs:

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

Parties to Sub-recipient Agreement

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

Overview, Special Conditions and Performance Standards

A. **Overview.**

State Homeland Security Grant (SHSP)

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

Urban Areas Security Initiative (UASI)

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

Metropolitan Medical Response System (MMRS)

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

Citizen Corps Program (CCP)

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

B. **Special Conditions**

SHSP

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

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

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

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

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

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

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

UASI

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

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

MMRS

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

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

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

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

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

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

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

CCP

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

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

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

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

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

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

TDEM Obligations

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

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

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

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

Suspension

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

Termination

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

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

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

Conflict of Interest

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

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

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

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

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

Monitoring

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

Audit

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

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

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

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

Reimbursement

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

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

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

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

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

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

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

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

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

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

NIMSCAST Requirements

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

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

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

Other Requirements

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

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

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

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

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

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

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

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

Closing the Grant

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

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

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

Restrictions, Disclaimers and Notices

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

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

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

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

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

Uniform Administrative Requirements, Cost Principals and Audit Requirements

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

A. Administrative Requirements

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

B. Cost Principles

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

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

Retention and Accessibility of Records

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

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

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

Subcontracts

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

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

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

Legal Authority

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

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

Notice of Litigation and Claims

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

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

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

Indemnification

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

Changes and Amendments

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

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

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

Headings

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

Oral and Written Agreements

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

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

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

Waiver

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

Venue

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

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

.

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

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

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

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

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

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

EXHIBIT B

CERTIFICATIONS

I, Ramon Garcia (print) as the authorized official of Hidalgo County, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

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

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000a et seq.); Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794); Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 et. seq.); The Age Discrimination Act of 1975, as amended, (20 U.S.C. § 6101 et. seq.).

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

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

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

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

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

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

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

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

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

FY 2009 HSGP

Signature _____ Date _____

EXHIBIT C

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

The undersigned, Ramon Garcia (print), as the authorized official of Hidalgo County certifies the following to the best of his/her knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal Sub-recipient agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal Sub-recipient agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

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

This certification is a material representation of fact upon that reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature

Date

AI-31738 **10. A.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Mary Flores

Department: URBAN COUNTY

Information

CAPTION

Presentation and approval of a Proclamation declaring April 8th through April 14th, 2011, as CDBG week.

BACKGROUND

The U.S. Department of HUD is commemorating its 38 years of serving America's cities and urban counties through its CDBG Program.

Attachments

Proclamation/CDBG

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/02/2012 04:27 PM
Olga Garza	Olga Garza	04/05/2012 09:33 AM
Purchasing Department	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Mary Flores Started On: 04/02/2012 03:18 PM

Final Approval Date: 04/05/2012

URBAN COUNTY PROGRAM
HIDALGO COUNTY
PROCLAMATION

WHEREAS, the Community Development Block Grant (CDBG) Program has operated since 1975 to provide local governments with the resources required to meet the needs of persons of low- and moderate income, and CDBG funds are used by thousands of neighborhood-based, non-profit organizations throughout the nation to address pressing neighborhood and human service needs; and,

WHEREAS, the CDBG program has had a significant impact on our local economy through job creation and retention, physical redevelopment of streets and drainage, water and sewer, infrastructure and housing rehabilitation and improved local tax bases; and,

WHEREAS, Hidalgo County, through its Urban County Program, has clearly demonstrated the capacity to administer and modify the CDBG program, as necessary, to identify, prioritize and resolve pressing local and physical redevelopment; and,

NOW, THEREFORE WE, by virtue of the authority vested in us as the Commissioners of the county of Hidalgo, Texas, do hereby proclaim the week of April 8th through April 14th, 2012, as

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) WEEK

Throughout the Cities of Hidalgo County, Texas, and encourage all citizens to join us in recognizing the CDBG program and the important role it plays in our community.

In Witness Whereof, we have hereunto set our hands this the 10th of April, 2012.

_____

Ramon Garcia, Hidalgo County Judge

_____

Joel Quintanilla, Commissioner, Pct. # 1

_____

Hector "Tito" Palacios, Commissioner, Pct. # 2

_____

Joe M. Flores, Commissioner, Pct. # 3

_____

Joseph Palacios, Commissioner, Pct. # 4

AI-31698 **10. B.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Monica Leal

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 1 and the City of Weslaco, is requesting authority to purchase Fire Station/Equipment (800 gallon skid unit) for the Weslaco Fire Department. Purchase will be made from Daco Fire Equipment (contract # FS12-011) an approved vendor through Hidalgo County's membership and participation with H-GAC. The total amount for the purchase is $23,745.52 (quote attached), as requested by the Hidalgo County Precinct No. 1 for the Weslaco Fire Department utilizing UCP FY 23 (2010) Fire Station/Equipment line item.

BACKGROUND

The Fire Station/Equipment (800 gallon skid unit) will be utilized by the Weslaco Fire Department.

Vendor: Daco Fire Equipment
Purchase Amount: $23,745.52
Funds Available: $25,000.00 - FY 23 (2010) – Fire Station/Equipment

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Pct 1 City of Weslaco is requesting authority to purchase Fire Station Equipment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/29/2012 07:09 AM
Olga Garza	Olga Garza	03/29/2012 03:10 PM
Purchasing Department	Angela Garcia	04/02/2012 09:08 AM

Form Started By: Mary Flores Started On: 03/28/2012 03:45 PM

Final Approval Date: 04/02/2012

CONTRACT PRICING WORKSHEET

for MOTOR VEHICLES In The State Of Texas

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC fee shall be calculated and shown as a separate line item.

Buying Agency:	HIDALGO COUNTY	**Contractor:**	DACO FIRE EQUIPMENT
Contact Person:	MONICA LEAL	**Prepared By:**	STEVE DAVIS
Phone:	956-787-8127	**Phone:**	806-763-0808
Location City, State:	PHARR TEXAS	**Contract No.:**	FS12-011
Date:	3/7/2012	**Product Code:**	HB01
Product Description:			

A. Item Base Unit Price Per H-GAC Contract: **A:** $14,895.00

B. Published Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
	SEE ATTACHED SHEET				
				Subtotal From Additional Sheet(s):	$10,996.00
				Subtotal B:	10,996

Note: Published Options are options submitted with the contractor's bid.

C. Unpublished Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
	SEE ATTACHED SHEET				
				Subtotal From Additional Sheet(s):	
				Subtotal C:	$534
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction, the percentage is:					2%

D. Other Price Adjustments (E.G. Installation, Freight, Delivery, Etc.)

CC-CC-CC-12	DEDUCT 250 GALLON TANK	-3070
	Subtotal D:	(3,070)

E. Unit Cost of Item Before Any Applicable Trade-In/Other Allowances (A+B+C+D)				23,355
Quantity Ordered	ONE	1	X	
			Subtotal E:	$23,355.00
F. H-GAC Fee Calculation (From Current Fee Tables)	o.o14778325		**Subtotal F:**	$390.52

G. Trade-In/Other Allowances

Subtotal G:	

H. **Total Purchase Price (E+F+G):** $23,745.52

(Please Type, or Print Legibly) **Estimated Delivery Date:** 7/12

WESLACO	PRICE OPTIONS				HGAC FS12-11
PRODUCT :	SLIDE IN UNIT	BASE PRICE		HB01	$14,895.00
CC-CC-CC26	800 GALLON WATER TANK	7,156.00		7,156.00	
EE-EE-BB10	1.5" REAR DISCHARGE	184.00	X2	368.00	
EE-EE-CC10	HOSE BED ABOVE COMPT 48L O	752.00	X2	1,504.00	
EE-EE-DA10	WHIP LINES IN CROSSWALK ARI	810.00	X2	1,620.00	
VV-VV-VV28	NOZZLE BRACKET - ZEPHER BR	116.00	X3	348.00	
	TOTAL PRICED OPTIONS			10,996.00	$10,996.00

UN PRICED OPTIONS

XX-XX-AB04	HARD SUCTION HOSE 2.5" X 10'	$240.00	X2	$480.00	
XX-XX-AB05	BARREL STRAINER 2.5"	$54.00		$54.00	
	TOTAL UNPRICED OPTIONS			$534.00	$534.00
	TOTAL OPTIONS				$11,530.00

DEDUCTS

CC-CC-CC12	250 GALLON WATER TANK	3,070.00	3,070.00	($3,070)
	TOTAL CONTRACT			$23,355.00

SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: FS12-11

Title: Fire Service Apparatus (All Types)

This Section contains the following **H-GAC** *FORMS*.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form D:	Offered Items Pricing
Form E:	Published Options
Form G:	Special Statement of Warranty

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except as may be specified on the *FORM*.

ALL completed *FORMS* must also be submitted electronically on electronic media (DVD, CDRom, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwrite this Form. Information must be typed in.)

Invitation No.: FS12-11

Invitation Title: Fire Service Apparatus (All Types)

Offeror Company: DACO FIRE EQUIPMENT, INC.
(Legal name of business which will appear on contract, if awarded)

Offeror Status: ☐ **Manufacturer** ☑ **Dealer/Distributor** ☐ **Other**

Response Type(1): ☐ **Single Offeror Acting Alone Or As Lead** ☑ **Multiple Offerors Acting Jointly**

Contract Signatory(2): Wesley Dobmeier **Title:** Vice President

Mailing Address(3): P.O. Box 5006 Lubbock Texas 79408
Street/PO Box City State & Zip

Physical Address: 201 Avenue R Lubbock Texas 79415
Street City State & Zip

Phone: 806-763-0808 **Fax:** **806-763-9151**

Email Address: wesley@dacofire.com

Federal Tax ID No.: 1-75-27942449 **Web Page URL:** dacofire.com

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4): Wesley Dobmeier **Title:** Vice President

Mailing Address: Same
Street/PO Box City State & Zip

Physical Address: 6000 Huddleston Street Fort Worth Texas 76137
Street City State & Zip

Toll Free Phone: 888-347-3868 **Fax:** 817-281-6576

Email Address: wesley@dacofire.com

(4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: _____ **Title:** Vice President

Printed Name: Wesley Dobmeier **Date:** 21-Jul-11

FORM B - HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES **Procurement No.:** FS12-11

Title: Fire Service Apparatus (All Types)

Offeror: DACO FIRE EQUIPMENT, INC.

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is comitted to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relavant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By:	
Title:	Date: 27-Jul-11

HUB Status Of Offeror

☐ Offeror is a HUB, as detailed below. ☑ Offeror is not a HUB.

Designation(s): ☐ HUB ☐ DBE ☐ MBE ☐ WBE ☐ Other

Certifying/Listing Authority(s):

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

☐ Subcontractor List attached. ☑ No Subcontractors will be used.

DD06	IH4400, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	203,943
DD07	Spartan, 4-Door, Full-Tilt, 96" Wide Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-In Body	283,565
DD08	Rosenbauer, 4-Door, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-In Body	282,806
DD09	Ford F-550, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	115,062
E. Pumper/Tankers & Tankers		
DE01	M2 Freightliner, 2-Door, OEM Cab, Pumper/Tanker, Formed Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted	217,322
DE02	M2 Freightliner, 2-Door, OEM Cab, Pumper/Tanker, Formed Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted	222,623
DE03	IH4400, 2-Door, OEM Cab, Pumper/Tanker, Formed Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted	218,539
DE04	IH4400, 2-Door, OEM Cab, Pumper/Tanker, Formed Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted	228,369
DE05	Kenworth T300, 2-Door, OEM Cab, Pumper/Tanker, Formed Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted	222,446
DE06	Spartan, 4-Door, 96" Wide Full-Tilt, Aluminum Cab, Pumper/Tanker, Formed Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted	303,066
DE07	Spartan, 4-Door, 96" Wide Full-Tilt, Aluminum Cab, Pumper/Tanker, Formed Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted	319,754
DE08	Rosenbauer, 4-Door Full-Tilt, Aluminum Cab, Pumper/Tanker, Formed Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted	302,307
DE09	Rosenbauer, 4-Door Full-Tilt, Aluminum Cab, Pumper/Tanker, Formed Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted	318,995
H. DACO		
B. Wildland Fire Apparatus (Brush Fire)		
HB01	Self-Contained Slip-In Unit	14,895.00
HB02	Brush Fire Apparatus, Ford F-450 Chassis, Steel Flatbed	67,763.00
HB03	Brush fire apparatus, Ford F-450 Chassis, Formed Aluminum Flatbed	67,763.00
HB04	Brush fire apparatus, Ford F-450 Chassis, Steel Utiltiy Bed	76,768.00
HB05	Brush fire apparatus, Ford F-450 Chassis, Formed Aluminum Utility Bed	76,768.00
HB06	Brush fire apparatus Freightliner M-2 4 x4 Chassis Steel flatbed.	127,799.00
HB07	Brush fire apparatus Freightliner M-2 4 x 4 Chassis Formed Aluminum Flatbed.	127,983.00
HB08	Brush fire apparatus Freightliner M-2 4 x 4 Chassis Formed Aluminum Utility Bed.	158,801.00
HB09	Brush Fire Apparatus, Dodge 5500 Chassis, Steel Flatbed	72,247.00
HB10	Brush Fire Apparatus, Dodge 5500 Chassis, Formed Aluminum Flatbed	72,247.00
HB11	Brush Fire Apparatus, Dodge 5500 Chassis, Formed Aluminum Utility Bed	80,702.00
O. Rosenbauer Minnesota LLC		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		

BB-BB-BB26	10' BODY WITH UPGRADE 60" HIGH COMPARTMENTS	1,040.00
BB-BB-BB27	12' BODY WITH UPGRADE 60" HIGH COMPARTMENTS	1,625.00
BB-BB-BB41	SMALL BRUSH TRUCK BODY 96"W X 9'L W/CROSSWALK	8,713.00
BB-BB-BB49	CROSSWALK FOR UTILITY OPEN ALUM BODY	3,896.00
BB-BB-BB50	CROSSWALK FOR SMALL BRUSH TRUCK	1,400.00
BB-BB-BB51	LARGE BRUSH TRUCK BODY 96"W X 12'L W/CROSSWALK	9,925.00
BC-BB-BB59	CROSSWALK LARGE BRUSH TRUCK OR UTILITY OPEN ALUM BODY	3,896.00
BC-BB-BB96	REAR RECEIVER HITCH	531.00
CC-CC-CC10	200 GALLON WATER TANK	2,871.00
CC-CC-CC12	250 GALLON WATER TANK	3,062.00
CC-CC-CC14	300 GALLON WATER TANK	3,331.00
CC-CC-CC16	350 GALLON WATER TANK	3,701.00
CC-CC-CC18	400 GALLON WATER TANK	4,194.00
CC-CC-CC20	500 GALLON WATER TANK	4,897.00
CC-CC-CC22	600 GALLON WATER TANK	5,979.00
CC-CC-CC24	700 GALLON WATER TANK	6,502.00
CC-CC-CC26	800 GALLON WATER TANK	7,156.00
CC-CC-CC28	900 GALLON WATER TANK	7,826.00
CC-CC-CC30	1000 GALLON WATER TANK	8,043.00
CC-CC-CC32	1200 GALLON WATER TANK	9,084.00
CC-CC-CC34	1300 GALLON WATER TANK	9,391.00
CC-CC-CC36	1400 GALLON WATER TANK	9,815.00
CC-CC-CC38	1500 GALLON WATER TANK	10,305.00
CC-CC-CC40	1800 GALLON WATER TANK	12,161.00
CC-CC-CC42	2000 GALLON WATER TANK	13,380.00
CC-CC-CC10	INTERNAL FOAM CELL - 5/8/10/12 GALLON	474.00
CC-CC-CC20	INTERNAL FOAM CELL - 20 GALLON	531.00
CD-CC-CC30	TANK WATER LEVEL GAUGE LED	443.00
CD-CC-CC32	TANK WATER LEVEL GAUGE CAB	244.00
CD-CC-CC34	TANK WATER LEVEL GAUGE CROSSWALK AREA	244.00
CD-CC-CC36	FOAM TANK LEVEL GAUGE LED	444.00
CD-CC-CC38	FOAM TANK LEVEL GAUGE CAB	244.00
CD-CC-CC40	10" NEWTON DUMP VALVE MANUAL	670.00
CD-CC-CC51	PASS THRU - 1-1/2" REAR TO FRONT OF WATER TANK	125.00
DD-DD-DD10	HALE PUMP HPX100-B18	4,605.00
DD-DD-DD12	HALE PUMP HPX100-H20	5,275.00
DD-DD-DD14	HALE PUMP HPX100-B23	5,231.00
DD-DD-DD16	HALE PUMP HPX100-BD26	10,374.00
DD-DD-DD18	HALE PUMP HPX200-B18	4,061.00
DD-DD-DD20	HALE PUMP HPX200-H20	4,540.00
DD-DD-DD22	HALE PUMP HPX200-B23	4,688.00
DD-DD-DD24	HALE PUMP HPX200-BD26	10,214.00
DD-DD-DD26	HALE PUMP HPX275-B35	6,108.00
DD-DD-DD28	HALE PUMP HPX300-B18	4,061.00
DD-DD-DD30	WATEROUS PB18-3030C	4,329.00
DD-DD-DD58	ROWE EQUILIZER NA40 CAFS	26,562.00
DD-DD-DD60	ROWE WILDLAND INTERFACE CAFS SC KOHLER ENGINE	40,137.00
DD-DD-DD62	ROWE WILDLAND INTERFACE CAFS SC KUBOTA DIESEL 44 HP	62,637.00
DD-DD-DD65	ROWE 1.5" CAFS TO MONITOR	3,775.00
DD-DD-DD70	ODIN MONGOOSE GAS ENGINE CAFS SKID	25,973.00
DD-DD-DD74	ODIN MONGOOSE DIESEL ENGINE CAFS SKID	34,735.00
DD-DD-DD76	ODIN MUSTANG DIESEL ENGINE CAFS SKID	45,107.00
EE-EE-AA30	SCOTTY CLASS A FOAM SYSTEM (MUST ADD FOAM CELL)	541.00

EE-EE-AA34	FOAMPRO 1600 INJECTION FOAM SYSTEM (MUST ADD FOAM CELL)	4,430.00
EE-EE-BB08	1" REAR DISCHARGE	152.00
EE-EE-BB10	1.5" REAR DISCHARGE	184.00
EE-EE-BB16	2.5" REAR DISCHARGE	284.00
EE-EE-BB30	FRONT BUMPER GROUND SWEEP NOZZLES (PR) ELEC VALVE CONTL	2,300.00
EE-EE-BB40	ELKHART SIDEWINDER BUMPER MONITOR W/JOYSTICK CONTROL	6,333.00
EE-EE-BB41	AKRON 3462 WILDLAND BUMPER MONITOR W/JOYSTICK CONTROL	5,804.00
FF-FF-AA16	COMPARTMENT 48W X 30H X 19D ALUMINUM	980.00
FF-FF-AA18	COMPARTMENT 60W X 30H X 19D ALUMINUM	1,085.00
FF-FF-AA20	COMPARTMENT 84W X 30H X 19D ALUMINUM	1,569.00
FF-FF-AA22	COMPARTMENT 72W X 30H X 19D ALUMINUM	1,164.00
FF-FF-AA23	COMPARTMENT 36W X 30H X 19D ALUMINUM	846.00
FF-FF-AA40	COMPARTMENT LIGHTS	51.00
EE-EE-CC08	OPEN STORAGE COMPT 48L OR 84L	345.00
EE-EE-CC10	HOSE BED ABOVE COMPT 48L OR 84L	752.00
EE-EE-CC12	BACKBOARD STORAGE COMPARTMENT	722.00
EE-EE-DA10	WHIP LINES IN CROSSWALK AREA (2)	810.00
EE-EE-DA12	SINGLE WHIP LINE IN CROSSWALK	428.00
EE-EE-DD10	BOOSTER HOSE REEL FOR 100' CAPACITY (MTS. TOP OF TANK)	1,804.00
EE-EE-DD11	BOOSTER HOSE REEL FOR 150' CAPACITY (MOUNTS ON BED)	1,614.00
EE-EE-DD12	BOOSTER HOSE REEL ALUMINM FOR 100' CAPACITY	2,154.00
EE-EE-DD26	BOOSTER HOSE REDLINE 100'	573.00
EE-EE-DD30	BOOSTER HOSE LIGHTWEIGHT 100'	376.00
EE-EE-DD32	BOOSTER HOSE LIGHTWEIGHT 150'	425.00
FF-FF-AA25	UNDERBODY COMPTS. 36W X 18D X 18H (2)	1,187.00
FF-FF-AA26	UNDERBODY COMPTS. 48W X 26D X 24H (2)	1,550.00
GG-GG-GG10	WHELEN LIBERTY LED LIGHTBAR	3,225.00
GG-GG-GG20	WHELEN LIBERTY LED SLN2VLED LIGHT BAR	1,955.00
GG-GG-GG30	WHELEN FREEDOM FN55VLED LIGHT BAR	1,794.00
GG-GG-HH10	WHELEN LOWER 500 SERIES LED LIGHTING PACKAGE	817.00
GG-GG-HH11	WHELEN LOWER M6 SUPER LED LIGHTING PACKAGE	1,481.00
GG-GG-HH12	WHELEN LOWER M7 SUPER LED LIGHTING PACKAGE	1,481.00
GG-GG-HH13	WHELEN LOWER 600 SERIES LED LIGHTING PACKAGE	1,087.00
GG-GG-HH14	WHELEN LOWER 700 SERIES LED LIGHTING PACKAGE	1,087.00
GG-GG-HH20	WHELEN LOWER 500 SERIES LED LIGHTING PACKAGE-LARGE BR	1,021.00
GG-GG-HH21	WHELEN LOWER M6 SUPER LED LIGHTING PACKAGE-LARGE BR	1,852.00
GG-GG-HH22	WHELEN LOWER M7 SUPER LED LIGHTING PACKAGE-LARGE BR	1,852.00
GG-GG-HH24	WHELEN LOWER 700 SERIES LED LIGHTING PACKAGE-LARGE BR	1,359.00
HH-HH-HH10	WHELEN 295HFSA1 SIREN	319.00
HH-HH-HH11	WHELEN 295SLSA1 SIREN	319.00
HH-HH-HH12	WHELEN 295SALA6 SIREN	720.00
HH-HH-HH20	WHELEN SA315P SPEAKER	285.00
VV-VV-VV10	POK 1" PISTOL GRIP NOZZLE	469.00
VV-VV-VV12	POK 1-1/2" PISTOL GRIP NOZZLE	461.00
VV-VV-VV18	VIPER 1" PISTOL GRIP NOZZLE	200.00
VV-VV-VV19	VIPER 1-1/2" PISTOL GRIP NOZZLE	217.00
VV-VV-VV28	NOZZLE BRACKET - ZEPHER BRAND	116.00
XX-XX-AA30	STREAMLIGHT 45107 FLASHLIGHT INSTALLED	230.00
XX-XX-AA60	FIRECOM WIRELESS INTERCOM SYSTEM	3,800.00
YY-YY-YY10	SCOTCHLITE REFLECTIVE STRIPING CAB AND BODY	200.00
YY-YY-YY12	SCOTCHLITE LETTERING	350.00
YY-YY-YY14	CHEVRON STRIPE ON REAR FACE OF BED	375.00

Monica Leal

From: Palmer, Jackie [jackie.palmer@h-gac.com]
Sent: Thursday, March 22, 2012 3:36 PM
To: 'steve@dacofire.com'; 'Monica Leal'
Subject: Quote for Hidalgo County
Attachments: img-320093125-0001.pdf; img-320113437-0001.pdf

Steve,
I have reviewed the quote for Hidalgo County and found the following. In Section D move that item to Section G. The total on Section E is $26,425.00. To calculate the fee using this formula 0.014778325% (multiply). Section F the fee is $390.52. Section H is $23,745.52. If we are in agreement, please revise the quote sheet and email a copy to Monica and me. Monica would like to take to Council on Wednesday. Thanks for everything, Jackie.

Jackie Palmer
H-GAC, Procurement Services Specialist, Cooperative Purchasing
P. O. Box 22777
Houston, TX 77227-2777
Phone: 713/993-2466
Fax: 713/993-4548

Monica Leal

From: Steve Davis [SDavis@dacofire.com]
Sent: Friday, March 23, 2012 9:42 AM
To: jackie.palmer@h-gac.com
Cc: Monica Leal
Subject: hidalgo county
Attachments: WESLACO hGAC WORKSHEET.xls

Hi Jackie,

you correct I did miss the correct fees,
The correction is attached.
Thanks
Steve Davis
Daco

		Software and Services		

HGAC;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	Thru Dec. 31, 2011
12/13/2010	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE03-06	Thru Oct 31, 2011
3/20/2012	*Daco Fire Equipment*	General Purposse & Emergency Vehicles	FS12-11	12/1/2011-11/30/2013
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
	Motorola	Communication Equipment & Services	RA01-08	04/30/2012
12/21/2010	Source Incorporated of Missoury dba Source, Inc.	Wireless Telecomm Equipment & Services	CW05-02 CW10-09	6/1/2005-5/31/2012 11/1/2009-10/31/2012
	Sprint	Communication Equipment & Services	CW-05/02	6/1/2005-5/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	
7/20/2010	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-10	05/1/2010 – 04/30/2012
10/25/2011	The Play Well Group	Parks and Recreation Equipment	PR11-10	11/1/2010-10/31/2012
7/5/2011	Wastequip	Public Works Equipment-Refuse Handling Equipment	RC08-10	8/1/2010-7/31/2012

CHOICE FACILITY PARTNERS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2012/3
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2012 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

NJPA NATIONAL JOINT POWERS ALLIANCE

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/14/2010	Pasco Brokerage, Inc.	Appliances & Equipment	120209-PBI	12/18/2013

***Denotes: New Vendor added for approval**

☐Contract Renewed

Product Code	Model & Description	BasePrice
B. Wildland Fire Apparatus (Brush Fire)		
HB01	Self-Contained Slip-In Unit	$74,695.00
HB02	Brush Fire Apparatus, Ford F-450 Chassis, Steel Flatbed	$67,763.00
HB03	Brush fire apparatus, Ford F-450 Chassis, Formed Aluminum Flatbed	$67,763.00
HB04	Brush fire apparatus, Ford F-450 Chassis, Steel Utility Bed	$76,768.00
HB05	Brush fire apparatus, Ford F-450 Chassis, Formed Aluminum Utility Bed	$76,768.00
HB06	Brush fire apparatus Freightliner M-2 4 x4 Chassis Steel flatbed.	$127,799.00
HB07	Brush fire apparatus Freightliner M-2 4 x 4 Chassis Formed Aluminum Flatbed.	$127,963.00
HB08	Brush fire apparatus Freightliner M-2 4 x 4 Chassis Formed Aluminum Utility Bed.	$159,801.00
HB09	Brush Fire Apparatus, Dodge 5500 Chassis, Steel Flatbed	$72,247.00
HB10	Brush Fire Apparatus, Dodge 5500 Chassis, Formed Aluminum Flatbed	$72,247.00
HB11	Brush Fire Apparatus, Dodge 5500 Chassis, Formed Aluminum Utility Bed	$80,702.00

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Danko

Contractors:

Danko Emergency Equipment Co. (Converter)
AAA Firepro Inc. (Dealer - NM)
FAS Emergency Vehicles (Dealer - CA)
Webb Apparatus of Texas, LLC (Dealer - TX)
Chastang Ford (Commercial Chassis Dealer - TX) - IB03, IB05, IB11, ID01
Houston Freightliner, Inc. (Commercial Chassis Dealer - TX) - IB07, IE10, IE14
Dallas Dodge C-J (Commercial Chassis Dealer - TX) - IB04, IB06, IB12, ID02

Product Code	Model & Description&	Base Price
B. Wildland Fire Apparatus (Brush Fire)		
IB01	Self-Contained Slip-In Unit	$10,595.00
IB02	High pressure skid unit	$20,735.00
IB03	Danko Wildland Fire Apparatus, Ford F450, Extruded Aluminum Flatbed	$71,276.00
IB04	Danko Wildland Fire Apparatus, Dodge 4500, Extruded Aluminum Flatbed	$71,645.00
IB05	Danko Wildland Fire Apparatus, Ford F450, Treadbrite Aluminum Body	$79,953.00
IB06	Danko Wildland Fire Apparatus, Dodge 4500, Treadbrite Aluminum Body	$80,322.00
IB07	Danko Wildland Fire Apparatus, Freightliner/M2, Extruded Aluminum Flatbed	$145,160.00
IB08	Danko Wildland Fire Apparatus, I-H chassis, Extruded Aluminum Flatbed	$149,213.00
IB09	Danko Wildland Fire Apparatus, Peterbit chassis, Extruded Aluminum Flatbed	$150,397.00
IB10	Danko Wildland Fire Apparatus, Kenworth chassis, Extruded Aluminum Flatbed	$144,713.00
IB11	Danko Wildland Fire Apparatus, Ford F450, Aluminum Quick Attack Body	$92,855.00
IB12	Danko Wildland Fire Apparatus, Dodge 4500, Aluminum Quick Attack Body	$93,224.00
D. Special Service Apparatus (Walk-In & Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
ID01	Ford F450, 2-Door Chassis, OEM Cab, Aluminum, Non-Walk-In Rescue Body	$92,991.00
ID02	Dodge 4500, 2-Door Chassis, OEM Cab, Aluminum, Non-Walk-In Rescue Body	$95,678.00
E. Pumper/Tankers & Elliptical Tankers		
IE01	IHC, 2-Door Chassis, OEM Cab, Pumper Tanker, Aluminum Body, Single Axle, 750 GPM Pump, 2000 Gal. Tank	$185,233.00
IE02	Freightliner, 2-Door Chassis, OEM Cab, Pumper Tanker, Aluminum Body, Single Axle, 750 GPM Pump, 2000 Gal. Tank	$181,180.00
IE03	Kenworth, 2-Door Chassis, OEM Cab, Pumper Tanker, Aluminum Body, Single	$190,733.00

Click here for Email

Seagrave Fire Apparatus, LLC
Michael Johnston
(P): 715-823-2141
(F): 715-823-5769
Click here for Email

Shellhamer Emergency Equipment
Dwayne D. Shellhamer
(P): 610-398-3632
(F): 610-398-9009
Click here for Email

Siddon-Martin Emergency Group
Jeff Doran
(P): 800-784-6806
(F): 281-442-0850
Click here for Email

Smeal Fire Apparatus Co.
Jeff Wegner
(P): 402-568-2909
(F): 402-568-2346
Click here for Email

Southeastern Apparatus Sales LLC
John Lovell
(P): 205-531-1980
(F): 256-362-9299
Click here for Email

Southwest Ford Inc.
Robin Moore
(P): 817-596-5700
(F): 817-597-4296
Click here for Email

Sunbelt Fire, Inc.
Donald M. Rhodes
(P): 800-642-8484
(F): 251-928-9933
Click here for Email

Super Vac Mfg. Co., Inc.
Stephen Carleton
(P): 970-667-5146
(F): 970-667-3343
Click here for Email

Sutphen Corporation
David Rider
(P): 614-889-1005
(F): 614-889-0874
Click here for Email

Ten-8 Fire Equipment Inc.
Mark S. Jones
(P): 800-228-8368
(F): 941-755-9540
Click here for Email

The Fire Company
Roger B. Engvall
(P): 616-886-4450
(F): 616-802-1552
Click here for Email

Toyne Inc.
Michael D. Schwabe
(P): 712-673-2328
(F): 712-673-2200
Click here for Email

Triad Fire, Inc.
Gerald W. Sapp, Jr.
(P): 800-672-6054
(F): 336-996-0649
Click here for Email

Tyler Motor Company, Inc. dba Hall Buick-Pontiac-GMC
Robin Hunt
(P): 903-592-6151
(F): 903-592-5029
Click here for Email

U.S. Tanker-Fire Apparatus
Joe (J.R.) Lee
(P): 262-347-3409
(F): 262-725-7000
Click here for Email

United Fire Service, Inc.
Roy Laneville
(P): 425-710-9190
(F): 425-710-9179
Click here for Email

Vogelpohl Fire Equipment, Inc.

GC10	Spartan MetroStar MFD chassis with 10" raised roof, 4-door, CustomFIRE aluminum body, single axle, 1500 GPM pump, side mounted pumper	$306,087.00
GC11	Spartan Gladiator MFD chassis with 10" raised roof, 4-door, CustomFIRE aluminum body, single axle, 1500 GPM pump, side mounted pumper	$364,481.00
GC12	International, 2-Door, 4x4, OEM Cab, Single Axle, CustomFIRE Aluminum body, single axle, 1000 GPM pump, rear mount pumper	$277,257.00
GC13	Peterbilt, 2-door, OEM cab, tandem axle, CustomFIRE industrial foam pumper aluminum body, 3000 GPM pump, side mounted pumper	$581,410.00
GC14	Spartan Gladiator MFD chassis with 10" raised roof, 4-door, tandem axle, CustomFIRE industrial foam pumper aluminum body, 3000 GPM pump, side mounted pumper	$653,875.00
GC15	Freightliner, 4 door chassis, CustomFIRE aluminum body, single axle, 1500 GPM pump, rear mount pumper	$268,393.00

D. Special Service Apparatus (Walk-In & Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center

GD01	Ford F550, 4-door, 4x4, CustomFire Aluminum, Non-Walk-In Body	$106,045.00
GD02	M2 Freightliner, 2-Door, OEM Cab, Single Axle, CustomFIRE Aluminum, Non-Walk-In Body	$179,799.00
GD03	IH4400, 2-Door, OEM Cab, Single Axle, CustomFIRE Aluminum, Non-Walk-In Body	$186,367.00
GD04	Spartan Force, MFD 10" 4-Door, Full-Tilt, Aluminum Cab, Single Axle CustomFIRE Aluminum Body, Non-Walk-In Body	$252,795.00
GD05	Spartan Gladiator, MFD 10" 4-Door, Full-Tilt, Aluminum Cab, Single Axle, CustomFIRE Aluminum Body, Non-Walk-In Body	$324,397.00
GD06	Spartan Gladiator, MFD 10" 4-Door, Full-Tilt, Aluminum Cab, Tandem Axle, CustomFIRE Aluminum, Non-Walk-In Body	$342,757.00
GD07	Spartan MetroStar, MFD10" 4-Door, Full-Tilt, Aluminum Cab, Single Axle, CustomFIRE Aluminum, Non-Walk-In Body	$268,553.00
GD08	M2 Freightliner, 2-Door, OEM Cab, Single Axle, CustomFIRE Aluminum, Walk-In Body	$208,982.00
GD09	IH4400, 2-Door, OEM Cab, Single Axle, CustomFIRE Aluminum, Walk-In Body	$216,980.00
GD10	Spartan Gladiator, MFD 20" raised roof, 4-Door, Full-Tilt, Aluminum Cab, Single Axle, CustomFIRE Aluminum, Walk-In Body	$349,510.00
GD11	Spartan Gladiator, MFD 20" raised roof, 4-Door, Full-Tilt, Aluminum Cab, Tandem Axle, CustomFIRE Aluminum, Walk-In Body	$368,720.00
GD12	Spartan MetroStar, MFD 20" raised roof, 4-Door, Full-Tilt, Aluminum Cab, Single Axle, CustomFIRE Aluminum, Walk-In Body	$291,773.00

E. Pumper/Tankers & Elliptical Tankers

GE01	Freightliner, 2-door, tandem axle, CustomFIRE pumper-tanker, aluminum body, 1500 GPM pump, side mounted pumper	$275,558.00
GE02	International, 2-door, tandem axle, CustomFire pumper-tanker, aluminum body, 1500 GPM pump, 2500 gallon, side mounted pumper	$280,873.00
GE03	Kenworth, 2-door, tandem axle, CustomFIRE pumper-tanker, aluminum body, 1500 GPM pump, 2500 gallon, side mounted pumper	$283,839.00
GE04	Peterbilt, 2-door, tandem axle, CustomFIRE pumper-tanker aluminum body, 1500 GPM pump, side mounted pumper	$317,135.00
GE05	Freightliner, 2-door, single axle, CustomFIRE elliptical tanker aluminum body, 1250 gpm pump, (2,000 gallons)	$226,069.00
GE06	Freightliner, 2-door, tandem axle, CustomFIRE elliptical tanker aluminum body, 1250 gpm pump, (3,000 gallons)	$244,442.00
GE07	Peterbilt, 2-door, single axle, CustomFIRE elliptical tanker aluminum body (2,000 gallons)	$224,992.00
GE08	Peterbilt, 2-door, tandem axle, CustomFIRE elliptical tanker aluminum body (3,000 gallons)	$239,975.00
GE09	Spartan MetroStar MFD chassis with 10" raised roof, 4-door, tandem axle, CustomFIRE pumper-tanker, aluminum body, 1500 GPM pump, side mounted pumper (3,000 gallon)	$370,273.00
GE10	Spartan Gladiator MFD chassis with 10" raised roof, 4-door, tandem axle, CustomFIRE pumper-tanker, aluminum body, 1500 GPM pump, side mounted pumper (3,000 gallons)	$418,540.00

Back to top

DECO

Contractors:

Southwest Ford Inc. (Commercial Chassis Dealer - TX) - HB02-HB05

Lubbock Truck Sales Inc. (Commercial Chassis Dealer - TX) - HB06-HB08

Blake Fulenwider CDJ (Commercial Chassis Dealer-TX)-HB09-HB11

Steven Beavers
(P): 410-476-3152
(F): 410-476-3154
Click here for Email

Pete's Equipment Repair Inc
pete Marquez, Jr.
(P): 505-242-6969
(F): 505-242-1156
Click here for Email

Pierce Manufacturing Inc
Mark Smith
(P): 920-832-3294
(F): 920-832-3617
Click here for Email Additional Contacts

R&R Fire Truck Repair, Inc.
Ricke Rosselle
(P): 248-344-1443
(F): 248-344-8630
Click here for Email

RedSky Fire Apparatus LLC
Tom Harley
(P): 623-207-9853
(F): 623-398-0747
Click here for Email

Redstorm Fire & Rescue Apparatus, Inc.
James Featherstone
(P): 540-266-3065
(F): 866-500-3347
Click here for Email

Richard A. Bennett Sales & Services
Richard A. Bennett
(P): 405-224-4152
(F): 405-224-4152
Click here for Email

Roberts & Nichols Fire Apparatus, Inc.
Jacqui Swedick
(P): 518-431-1945
(F): 518-431-1945
Click here for Email

Rosenbauer Minnesota Division
Will Hayne
(P): 651-462-1000
(F): 651-462-1700
Click here for Email

Rosenbauer South Dakota LLC
Scott Oyen
(P): 605-543-5591
(F): 605-543-5593
Click here for Email

Rush Truck Centers of Texas, L.P.
Charles Plouse
(P): 713-495-6300
(F): 713-695-9620
Click here for Email

Safetek Emergency Vehicles LTD.
Ken Potter
(P): 807-475-9717
(F): 604-504-2415
Click here for Email

San Antonio Ambulance Sales, Inc.
Gretchen Peters
(P): 210-653-1144
(F): 210-247-6179
Click here for Email

Schuhmacher Fire Equipment LLC
John G. Schuhmacher
(P): 636-239-3867
(F): 636-239-7830
Click here for Email

Scott Fire Apparatus, Inc.
Jon Scott
(P): 972-768-8050
(F): 972-843-2500
Click here for Email

Scott Oyen
Rosenbauer South Dakota LLC
(P): 605-543-5591
(F): 605-543-5593

AI-31802 **10. C.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Pete De La Cruz

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of Precinct No. 4 is requesting approval and award of best and final negotiated contract with LeFevre Environmental & Management Consulting, LLC in the amount of $44,000.00 utilizing Precinct No. 4 CDBG Funds for the 2011-2012 Colonia Construction Contract No. 711245 - Sewer Improvements and Rehabilitation Single-Unit Sewer Services under the Texas Department of Agriculture (TDA) Texas Community Development Block Grant (TxCDBG) Program.

BACKGROUND

LeFevre Environmental & Management Consulting, LLC submitted a best and final offer for professional engineering service for Sewer Improvements and Rehabilitation Single-Unit Sewer Services in the Colonias in the City of Edinburg ETJ Area. The two (2) colonias to be provide sewer services are Hillcrest Terrace and Santa Cruz Ranchette. LeFevre Environmental & Management Consulting, LLC was the highest ranked firm by County Commissioner's Court. See attached scope of services and Best and Final Offer Letter.

Contract Amount: $ 44,000.00

Funds Available: $440,000.00 Sewer Improvements and Rehabilitation Single-Unit Sewer Services

Attachments

Pct 4 ProfessionalService Agreement/Contract LeFevre/Sewer Improvements

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/05/2012 11:40 AM
Purchasing Department	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Mary Flores Started On: 04/05/2012 11:08 AM

Final Approval Date: 04/05/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this **10th** day of **April, 2012** by and between **Urban County Program,** (hereinafter called the "Party") and **LeFevre Environmental & Management Consulting**, duly authorized Engineer, herein acting by **Richard LeFevre, Owner** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Sewer Improvements** Account(s) **6539-67-6590-5000-6700** and **Rehabilitation of Single-Unit Sewer Services** Account(s) **6539-67-6591-5000-6700**. *(See Exhibit A)*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any

construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when requested.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of **Urban County Program** Four (4) sets of plans and four (4) sets

of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineering services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$ 27,000.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer's negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, 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 Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

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

17.3 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;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **April 10, 2012**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Richard LeFevre

Firm Name: **LeFevre Environmental & Management Consulting, LLC**
Address: **612 Nolana, Suite 350**
City/ST/ZIP: **McAllen, TX 78504**

FED ID #/SS #: **27-5267593**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of_____, 20___, by _____of and on behalf of _____,
(title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Exhibit "A"
(Scope of Services)

see attached

LeFEVRE
Environmental &
Management Consulting

612 Nolana, Suite 355
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001

TEXAS REGISTERED ENGINEERING FIRM NO. F-11722

March 5, 2012

Submitted to:
Mr. Pete de la Cruz
c/o Urban County Program
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539

Submitted for:
Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539

Re: Best and Final Offer - TXCDBG Program 2011-2012 Colonia Construction Grant Contract #711245 - Sewer Improvements and Rehabilitation Single-Unit Sewer Service: Construction for Colonia Hillcrest Terrace and Santa Cruz Ranchette in City of Edinburg ETJ area in Precinct No. 4

Mr. de la Cruz:

As per our conversation please find the enclosed Best and Final Offer (BAFO) submitted by LeFevre Environmental & Management Consulting, LLC on the proposed rates submitted as set forth below in connection to the above referenced project.

Engineering Cost Proposal and Fee Breakdown by:			Best and Final Offer by:		
LeFevre Environmental & Management Consulting, LLC			LeFevre Environmental & Management Consulting, LLC		
Survey/Topography		$ 4,410.00	Survey/Topography		$ 4,410.00
Task 1 - Design Topography	$ 4,410.00		Task 1 - Design Topography	$ 4,410.00	
Basic Engineering		$ 24,050.00	Basic Engineering		$ 24,050.00
Task 2 - Project Startup	$ 1,202.50		Task 2 - Project Startup	$ 1,202.50	
Task 3 - Design	$ 18,037.50		Task 3 - Design	$ 18,037.50	
Task 4 - Preliminary Plans	$ 2,405.00		Task 4 - Preliminary Plans	$ 2,405.00	
Task 5 - Final Plans and Specifications	$ 2,405.00		Task 5 - Final Plans and Specifications	$ 2,405.00	
Inspection		$ 8,140.000	Inspection		$ 8,140.000
Construction Phase Engineering		$ 7,400.00	Construction Phase Engineering		$ 7,400.00
Task 6 - Bidding & Award	$ 1,850.00		Task 6 - Bidding & Award	$ 1,850.00	
Task 7 - Construction	$ 3,700.00		Task 7 - Construction	$ 3,700.00	
Task 8 - As-Builts	$ 1,850.00		Task 8 - As-Builts	$ 1,850.00	
Total		$ 44,000.00	Total		$ 44,000.00

Please call me if you should have any questions at (956) 661-8000.

Respectfully yours,

Richard LeFevre, P.E.
Project Engineer

cc: Commissioner Joseph Palacios, Hidalgo County (via email)
Marcos Lopez, Chief Administrator (via email)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/05/2012

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	CONTACT NAME: Robert Shimanek, III	
Cuellar & Associates Property and Casualty, LLC 11550 IH 10 West - Suite 150 San Antonio, TX 78230	PHONE (A/C, No, Ext): 512-507-0776	FAX (A/C, No): 866-475-1803
	E-MAIL ADDRESS: rshimanek@cuellarandassociates.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Travelers Lloyd Insurance Company	
INSURED Wesley LeFevre dba LEMC dba LeFevre Environmental Management Consulting 612 Nolana Suite 350 McAllen, TX 78504	INSURER B : The Charter Oak Fire Insurance Company	
	INSURER C :	
	INSURER D : The Travelers Indemnity Company of Connecticut	
	INSURER E : Tudor Insurance Company	
	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 ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ✓ POLICY ☐ PRO-JECT ☐ LOC	✓		PACP-5970X620	03/21/2012	03/21/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ✓ SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS	✓		BA-5971X192	03/21/2012	03/21/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		XEUB-3676T38-1-12	03/21/2012	03/21/2013	WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
E	Professional Liability			AEL1003550	08/19/2011	08/19/2012	Each Claim	$1,000,000
							Policy Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2802 South Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit "A"
SCOPE OF SERVICES
County of Hidalgo
Sewer Improvements and Rehabilitation Single-Unit Sewer Service: Construction for Colonia Hillcrest Terrace and Santa Cruz Ranchette

PREPARED BY:
LeFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to construct sewer improvements for Colonia Hillcrest Terrace and Santa Cruz Ranchette.

Contract Amount: $ 44,000.00

Project Tasks

Task 1 – Survey

Necessary field information will be developed by field surveys. Record plans will be sued as a guide for the survey work and for the analysis of design alternatives.

Task 2 – Project Orientation and Startup

LEMC proposes an initial project orientation meeting be scheduled so that both the County and the engineer may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

Task 3 – Design

LEMC will assure that sewer improvements are designed and incorporated in the plans are adequate for the area and as per Texas Commission on Environmental Quality (TCEQ) and as per City of Edinburg requirements.

Task 4 – Preliminary Plans and Estimates

LEMC will provide County staff a set of plans and estimates for accordance, evaluation and coordination.

Task 5 – Final Plans and Specifications

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

Task 6 – Bidding and Award

A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. LEMC will

attend the bid opening and assist as the County desires.

Post bid, LEMC will tabulate the bids and make recommendations in consultation with County staff. Post Award, LEMC will prepare necessary contract documents for execution, after award by the County.

Task 7 – Construction

LEMC will observe ongoing work, identify survey control for the contractor and certify periodic payment requests. Upon completion, a final inspection will be scheduled with the contractor and County staff. The outcome of these final inspections will be a Certificate of completion or a punch list of items for the contractor to complete, prior to issuance of a Certificate of Completion.

Task 8 – As Builts

LEMC will provide to the County a reproducible "as-built" set of plans of the project along with an electronic version of the plans.

Please accept this proposal letter as our final and best offer.

Respectfully,

Wesley Richard LeFevre, P.E.
President

AI-31689 **10. D.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Carlos Jasso

Department: URBAN COUNTY

Information

CAPTION

Requesting approval of Resolution to Adopt the Section 3 Plan to comply with 24 CFR, Part 135 of the United States Department of Housing and Urban Development.

BACKGROUND

24 CFR Part 135 establishes standards and procedures to ensure that Section 3 objectives are met. The Rio Grande Valley Entitlement Communities, comprised of the Cities of Brownsville, Edinburg, Harlingen, McAllen, Mission, Pharr and San Benito as well as the County of Hidalgo Urban County Program, have formed a cooperative relationship to address programmatic requirements related to HUD-formula programs.

Attachments

section 3 resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/29/2012 07:05 AM
Olga Garza	Olga Garza	03/29/2012 02:45 PM
Purchasing Department	Angela Garcia	04/02/2012 09:08 AM

Form Started By: Mary Flores Started On: 03/28/2012 02:52 PM

Final Approval Date: 04/02/2012

Rio Grande Valley Entitlement Communities

Section 3 Plan

Comprised of:
City of Brownsville
City of Edinburg
City of Harlingen
City of McAllen
City of Mission
City of Pharr
City of San Benito
Hidalgo County – Urban County Program

Approved by the _____ on _____

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RESOLUTION

A RESOLUTION TO ADOPT THE SECTION 3 PLAN
TO COMPLY WITH 24 CFR, PART 135 OF THE
UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT SECTION 3

WHEREAS, the United States Congress passed Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) to further the goal of ensuring that federal funds benefit the residents of projects funded wholly or in part by those funds; and

WHEREAS, Part 135 establishes employment and contracting opportunities for Section 3 Businesses and Section 3 Residents along with procedures for reporting on economic opportunities; and

WHEREAS, the requirements of Section 3 apply to recipients of HUD funding in excess of $200,000.00 and to individual contracts of $100,000.00 for housing rehabilitation, housing construction, and public improvements; and

WHEREAS, the Rio Grande Valley Entitlement Communities, comprised of the Cities of Brownsville, Edinburg, Harlingen, McAllen, Mission, Pharr and San Benito, have formed a cooperative relationship to address programmatic requirements related to HUD-formula programs; and

WHEREAS, the RGVECs have created a Section 3 Plan to comply with 24 CFR Part 135 as prescribed in the Act.

NOW, THEREFORE, BE IT RESOLVED THAT the _____ authorizes the adoption and implementation the Section 3 Plan to ensure compliance with Federal Law.

In Witness Whereof, we have hereunto set our hands this the 27th of March, 2012.

_____
COUNTY JUDGE/MAYOR

ATTEST:

_____
COUNTY CLERK/CITY SECRETARY

Executive Summary

The composition of this document is intended to satisfy the Section 3 requirement of the U.S. Department of Housing and Urban Development enactment of the Housing and Urban Development Act of 1968.

Each applicant, recipient, contractor, and subcontractor preparing to undertake work pursuant to a Section 3 covered contract shall develop and implement an affirmative action plan, which shall:

a) Set forth the approximate number and dollar value of all contracts proposed to be awarded to all businesses within each category (type or profession) over the duration of the Section 3 covered project including goals of awarding to Section 3 business concerns:
   1. A minimum goal of at least ten percent (10%) of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction, and;
   2. A minimum of three percent (3%) of the total dollar amount of all other Section 3 covered contracts (professional services, engineering, architectural, legal services, accounting, marketing, etc) for (24 CFR 135.30)

b) Analyze the information set forth regarding the availability of eligible business concerns within the project area and set forth a goal and estimated dollar amount of contracts to be awarded to the eligible businesses over the duration of the Section 3 covered project which may exceed the minimum goals set out in (a) above.

c) Outline the anticipated program(s) to be used to achieve the goals for each business. This program should include but not be limited to the following actions:

   1. Insertion in the bid documents, if any, of the affirmative action plan of the applicant, recipient, contractor, or subcontractor bidding the contract; and

   2. Identification within the bid documents, if any, of the applicable Section 3 project area; and

   3. Ensuring that the appropriate business concerns are notified of pending contractual opportunities either personally or through locally utilized media

d) Identify hiring preferences for Section 3 residents which will result in a minimum of 30% of new hires being Section 3 residents or provide continued employment for existing Section 3 employees.

General Policy Statement

The Rio Grande Valley Entitlement Communities have developed this Section 3 Plan and Policies in compliance with Title 24 CFR Part 135 – Economic Opportunities for Low- and Very Low-Income Persons. Such plan is intended to ensure that employment and other economic opportunities generated by qualifying HUD financial assistance shall, to the greatest extent feasible, benefit persons and business identified in the regulation. This document is applicable to contractors, subcontractors, vendors, and suppliers when threshold amounts meet or exceed $100,000 expended for (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards), (2) housing construction, (3) other public construction.

Additional provisions have been made for contracts that do not meet the above threshold, but are for building trades work arising in connection with a Section 3 covered contract and for non-construction contracts associated with Section 3 covered activities as detailed in Section III.

The policy shall result in a reasonable level of success in the recruitment, employment, and utilization of eligible persons and business on contracts partially or wholly funding with the United States Department of Housing and Urban Development (HUD) monies.

Section 3 Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 u) requires the RGVECs to ensure, to the greatest extent feasible, that employment and other economic and business opportunities generated by the HUD financial assistance are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance and business concerns that provide economic opportunities to low- and very-low income persons.

Section 3 Contracting Policy and Procedures

It is the policy of the RGVECs to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, handicap, familial status, sexual orientation or gender identity. Further, it is the policy of the RGVECs to create employment and business opportunities for residents in projects that occur in their respective communities and for other qualified low- and very low-income persons residing in low-moderate income areas.

The RGVECs will incorporate Section 3 language in all applicable procurement documents generated in conjunction with the use of HUD funding. Goal requirements are set forth in 24 CFR Part 135 for awarding contracts to Section 3 Business Concerns and are delineated in Section III. Section 3 Business, Employment Training and Contracting Goals.

All contractors/businesses seeking Section 3 preference must, before submitting bids/proposals to the RGVECs, complete certifications, as appropriate, as acknowledgement of the Section 3 contracting and employment provisions required by this section.

The Section 3 Coordinator shall examine and consider a contractor's or vendor's potential for success by providing employment and business opportunities to low-moderate income residents prior to acting on any proposed award.

To the greatest extent feasible, information will be made available to persons with Limited-English Proficiency (LEP) in compliance with E.O. 13166.

Section 3 Plan

The RGVECs have developed this Section 3 Plan to create consistency in applying the provisions of 24 CFR Part 135 objectives, and to guide the action steps that will be implemented to ensure compliance with the requirements of Section 3. The Plan covers HUD-funded programs including but not limited to CDBG, HOME, ESG, HPRP, housing construction, housing rehabilitation, and public improvements construction projects.

Major components of the Plan include Section 3 Coordinator's Responsibilities, Section 3 Training, Employment and Contracting Opportunity Goals, Section 3 Business Qualifications, Section 3 Resident Initiatives, Plan Implementation, Procurement, Compliance/Monitoring and Reporting.

I. Section 3 Coordinator Responsibilities

A. Identification of Resources

The RGVECs will identify an employee who will assume the Section 3 responsibilities, herein called "Section 3 Coordinator". In particular, said employee will identify programs, projects and activities which may trigger Section 3 compliance. It is expected that the Section 3 Coordinator will prioritize programs, projects and activities based on anticipated procurement dates.

B. Outreach for Section 3 Businesses

Section 3 Coordinator will be responsible for soliciting qualified known Section 3 business concerns and creating an electronically available list of such businesses and their trades/profession as well as assisting such Section 3 Businesses in obtaining contracts or subcontracts. Actions to solicit qualified Section 3 Business Concerns will include, at a minimum, the following:

- Advertisement of contracting opportunities via newspaper, mailings, posting notices that provide general information about the work to be contracted and where to obtain additional information.

- Distributing notices of upcoming projects to local Public Housing Agencies, Texas WorkForce Commission, contractor associations, community organizations, Small Business Administration (SBA), Minority and Women's Business Enterprise M/WBE association, and Community Development Corporations.

- Conduct annual workshop on contracting procedures to include bonding, insurance, and other pertinent requirements, in a timely manner in an effort to allow Section 3 business concerns the opportunity to take advantage of any upcoming contracting opportunities.

- Provide Technical Assistance directly or through contracted organizations to help Section 3 businesses meet bonding and insurance requirements and become certified as Section 3 businesses. Additionally, this assistance will focus on helping existing Section 3 eligible contractors to identify and utilize other Section 3 businesses, subcontractors, and suppliers.

C. Outreach for Section 3 Individuals

- The Section 3 Coordinator will provide information to residents on employment opportunities.

Outreach will be conducted as necessary to meet the needs of the contractors and achieve the Section 3 employment goals. Such activities may include, but are not limited to:

- Request contractor distribute fliers and/or notices within the neighborhood of the Section 3 covered project.
- Maintaining a website with information about the process for obtaining employment as a Section 3 qualified worker.
- Conducting Section 3 presentations by participating in local community forums, job fairs and other networking opportunities.

D. Orientation/Education

All RGVEC Section 3 Coordinators will, at minimum, host an annual workshop for potential Section 3 business concerns. The workshop agenda shall include (1) applicability, (2) listing of potential projects, (3) training and employment goals, (4) general contractor requirements, (5) review, execution and submittal of certification forms, (6) procurement information/solicitation of subcontractors, (7) review of on-going compliance issues/reporting and (8) consequences of non-compliance.

Section 3 Coordinator will assist contractors in meeting their Section 3 obligations by connecting them with Section 3 eligible individuals through the Texas Workforce Commission as outlined in Section IV, below.

E. Compliance

The Section 3 Coordinator will be responsible for assuring the Section 3 Contract Clause is noted in contracts for Section 3 covered activities between the unit of local government and first tier contractors.

The Section 3 Coordinator will inform general contractors of the language necessary for them to include in their agreements with subcontractors for Section 3 covered projects. The Section 3 Clause is attached as Exhibit E or may be obtained at 24 CFR Part 135.38.

The Section 3 Coordinator must annually update Section 3 compliance documents with HUD Section 8 income limits.

The Section 3 Coordinator must provide current postings and information to be posted on the RGVEC's respective web sites.

The Section 3 Coordinator will be the public point of contract for information regarding Section 3 compliance, reporting, business certification process and all other related matters.

Further, the Section 3 Coordinator is responsible for obtaining information necessary to remit Section 3 annual reports and remit said reports as required by HUD. Currently, the report is submitted electronically and is due no later than with the Consolidated Annual Performance and Evaluation Report (CAPER).

F. Section 3 Reporting

1. Annual Reporting

RGVECs will report to HUD annual accomplishments regarding employment and other economic opportunities provided to low and very low income person under Section 3. Form HUD-60002 is currently being utilized for reporting accomplishments. This form may be changed and updated from time to time as required by HUD and 24 CFR 135.

2. Contractor Reporting

Contractors are required to submit to RGVEC a Monthly Compliance Form, Monthly Employee Utilization Report, and an Employee Data and Certification form for all new hires.

Contractors are required to submit a Monthly Employee Utilization Report, and an Employee Data and Certification form for all new hires for each of their subcontractors.

Contractor payment requests will not be processed until all reporting requirements have been met.

G. Procurement

Section 3 Coordinator will, when feasible, attend scheduled pre-bid, pre-construction, bid opening and construction meetings or will be available should additional information be requested. Section 3 Coordinator will also provide guidance on procurement preference provisions as outlined in Part 135.36 of the Section 3 Regulation.

II. Applicability and Procurement

A. Bidding and Negotiation Requirements

Section 3 requirements are triggered when an anticipated contract award meets or exceeds $100,000 for (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards), (2) housing construction, (3) other public construction.

Numerical goals are set forth in Section III regarding non-construction contracts associated with housing rehabilitation, housing construction, or public facilities (architectural, engineering, etc).

When recipient solicits proposals on a Section 3 covered activity, local procurement standards will apply. However, in compliance with the Section 3 Plan for the RGVECs, non-Section 3 Business will be utilized in a strictly competitive manner during the procurement process. When a Section 3 covered contract is to be awarded based upon the price, the Section 3 business concern with the lowest responsive bid shall be given the opportunity to match the lowest responsive bid from any qualified source. If said Section 3 business concern cannot match the lowest responsive bid, then the award shall be made to the lowest bidder. Should more than one Section 3 Business be able to match the non-Section 3 business proposal, the order of priority has been established in the section entitled "Preference for Contracting with Section 3 Business Concerns".

RVEC's will require the contractor/subcontractor to prepare and submit a Contractors Section 3 Plan (Exhibit A) with their contract documents prior to the commencement of any work under the contract. This plan must

be approved in writing by the RGVEC prior to the commencement of any work under the contract. The contractor/subcontractor will also submit Exhibit G to provide the current work force of the contractor along with workforce projections identifying projected number of new hires by job category.

Notwithstanding Section 3 noted preferences, Section 3 businesses must have the capacity to perform successfully under the terms and conditions of the proposed project contract. Under 24 CFR 85.36(b)(8), consideration, among other factors, is the potential contractor's record of complying with public policy, including Section 3 requirements.

The RGVECs shall require prospective contractors for work in connection with Section 3 covered projects to provide, prior to the signing of the contract, a preliminary statement of work force needs (skilled, semi-skilled, unskilled labor and trainees by category). Such information shall be supplied prior to any signing of any contract between contractors and their subcontractors. Consideration should be given to those contractors who will have training and employment opportunities for project area residents.

Applicants, recipients and contractors will ensure that the attached Section 3 Clause (Exhibit E) and Assurance of Compliance (Exhibit B) are made a part of all contracts.

Because goals for contracting opportunities apply to any applicant, when said applicants other than the recipient are soliciting contracts or subcontracts in conjunction with a Section 3 covered activity, they must, to the greatest extent possible, make every effort to publicize and maximize contracting opportunities in order to ensure participation by Section 3 businesses.

In implementing its affirmative action plan, each applicant, recipient, contractor, or subcontractor shall make a good faith effort to achieve its goal or target number and estimated dollar amount of contracts to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the Section 3 covered project.

B. Preference for Contracting with Section 3 Business Concerns

The RGVECs, in compliance with Section 3 regulations, will require contractors and subcontractors to direct their efforts towards contracts to Section 3 business concerns in the following order of priority (24 CFR 135.36):

- Category 1: Certified Section 3 business providing economic opportunities for Section 3 residents. Preferences are listed in order of priority:
    - Project area or neighborhood
    - Public Housing Residents
    - Limits of unit of local government
    - Metropolitan Statistical Area
    - County in which recipient is located
    - Rio Grande Valley

- Category 2: HUD Youthbuild programs being carried out in the RGVECs in which Section 3 covered assistance is expended.

Contractor and subcontractors that can clearly demonstrate how they will meet the requirements in this section will be given a contracting preference.

III. Section 3 Business, Employment Training and Contracting Goals

A. Employment Goals; Compliance Review

It is the policy of the RGVECs to utilize Section 3 residents and other eligible persons and businesses in contracts partially or wholly funded with monies from the U.S. Department of Housing and Urban Development (HUD). The RGVEC's have established minimum employment and training goals that contractors and subcontractors, including those providing low to moderate income employment opportunities through economic development activities, should meet in order to comply with Section 3 requirements.

The numerical goals established in this section represent minimum numerical targets (reference 24 CFR 135.30 – Numerical goal for meeting the greatest extent feasible requirement).

- 30 percent of the aggregate number of new hires/training opportunities annually; and
- 10 percent of the total dollar amount of all Section 3 covered construction contracts annually
    - Building trades work arising in connection with housing rehabilitation, housing construction and other public construction (ex. demolition) ; and
- 3 percent of the total dollar amount of covered non-construction (ex. professional services) contracts annually
    - Section 3 covered non-construction projects include professional service contracts associated with construction (ex.: architectural, engineering, legal services, accounting, marketing, etc)

It is the responsibility of contractors to implement efforts to attain Section 3 compliance. Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting such goals was not feasible.

Should the contractor fail to meet the Section 3 reporting requirements the following actions may be taken:

- Written warning notice of non compliance and remedial actions needed;
- Failure to meet the reporting requirements may result in termination of the contract for default, suspension and jeopardize future HUD funded projects.

B. Section 3 Businesses

A Section 3 Business Concern is defined as a business concern (1) that is 51 percent or more owned by Section 3 resident: or (2) whose permanent full-time employees include persons at least 30 percent of whom are currently Section 3 residents or within three years of the date of first employment with the business concern were Section 3 residents; or (3) that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications. Designations will be made by the Section 3 Coordinator for the RGVECs.

The RGVECs have opted to accept any other RGVEC certification of Section 3 Business compliance. Such certification must be obtained from the Department that oversees the Community Development Block Grant funds. Further, certification will be valid for three years from the date of execution.

C. Evidence of Section 3 Certification

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements with the County must be able to provide a copy of the Section 3 certification form received and acknowledged by any of the RGVECs as evidence of eligibility for preference under the Section 3 Program. The certification shall be submitted along with bid packages and must be received prior to bid opening.

Each applicant, recipient, contractor, and subcontractor on a Section 3 covered project shall sign the attached Section 3 Assurance of Compliance (Exhibit B).

IV. Section 3 Residents/Individuals

Persons seeking work on projects funded in part or in whole with U.S. Department of Housing and Urban Development grants must provide their names, contact information, job skills and certifications (if any) to the Texas Workforce Commission.

A. Resident Hiring Requirements

The RGVECs have adopted a 30% goal for resident hiring that is to be used on construction contracts (24 CFR 135.30). A prime contractor may satisfy resident hiring requirements through its subcontractors. A Section 3 Employee Data and Certification form shall be utilized in documenting eligibility for participation in the program (Exhibit J or K).

It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ Section 3 program participants before any other person, when hiring additional employees needed to complete proposed work on Section 3 covered activities.

B. Assisting Contractors to Achieve Section 3 Goal Hiring and Contracting Goals

RGVECs will assist contractors, through the Section 3 Coordinator, in achieving Section 3 hiring and contracting goals by:

- Requiring the contractor to present a list to the Section 3 Coordinator of the number of subcontracting and/or employment opportunities expected to be generated from the initial contract.
- Referring the contractor to the Texas Workforce Commission for a listing of Section 3 residents for construction projects.
- Providing contractor with a list of Section 3 business concerns interested and qualified for construction projects.
- Informing prime contractors and subcontractors of the Section 3 Clause requirement and, when requested, will serve to clarify the intent.
- Giving notice of specific openings to all parties listed in Section I.

C. Contractor's Requirements in Employing Section 3 Residents

Under the RGVECs Section 3 Program, contractors and subcontractors are required to:

- Provide employment opportunities to Section 3 residents/participants in the priority order listed below in accordance with 24 CFR 135.34(a)(2):
    - Category 1 Residents - Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located
    - Category 2 Residents – Participants in HUD Youthbuild program
    - Where the Section 3 project is assisted under the Steward B. McKinney Homeless Act (ESGP, SHDP, etc. as per 42 U.S.C. 11301 et seq.), homeless persons residing in the service area or neighborhood in which the Section 3 project is located shall be given the highest priority
    - Other Section 3 Residents
        - Recipients of housing assistance programs administered by the Assistant Secretary for Housing herein provide a preference to residents of the housing development receiving the Section 3 covered assistance within the service area or neighborhood where the Section 3 covered project is located
        - Recipients of community development programs herein provide priority to recipients of government assistance for housing including recipients of certificates or vouchers under the Section 8 housing assistance program within the service area or neighborhood where the Section 3 covered project is located

- After the award of contract but prior to beginning work, the contractor must, in a visible location within the project, complete and post Exhibit F which will provide the following information:
    - RGVEC Section 3 Plan and preferences
    - Set forth number of jobs and titles for hire
    - Availability of apprenticeships and training positions, if any
    - Contact information for person(s) taking applications or providing information on qualifications for new hires apprenticeships and training positions
    - Anticipated date the work shall begin

V. Section 3 Procedure for Reporting Non-Compliance

In an effort to resolve Section 3 concerns due to non-compliance, RGVEC encourages written submittal to its Section 3 Coordinator. Concerns should contain the name of the complainant and brief description of the alleged violation. An investigation will be conducted which may include testimony and/or evidence pertinent to the complaint.

In the event the Section 3 resident or Section 3 business does not feel the RGVECs satisfactorily resolved the concern, complainants should file the concern using form HUD 958 and submit to:

FORT WORTH REGIONAL OFFICE
U.S. Department of Housing and Urban Development
Southwest Office
801 Cherry St., Unit 45, Suite 2500
Fort Worth, TX 76102

A complete complaint must be received no later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for the filing is extended by the Assistant Secretary for good cause shown. Submission must include name and address of complainant, name and address of party against whom the complaint is remitted (Respondent), description of acts or omissions by Respondent.

Definitions

Applicant- Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited divided sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association

Business Concern- a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed

Contractor- any entity which contracts to perform work generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project

Employment Opportunities Generated by Section 3 Covered Assistance- all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing Authority (HA) - Public Housing Agency

Housing Development- low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX

HUD Youthbuild Programs- programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members for low- and very low-income families

Low-income person- families (including single persons) whose incomes do not exceed 80 per centum of the centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families

Metropolitan Area- a metropolitan statistical area (MSA), as establish by the Office of Management and Budget

New Hires- full-time employees for permanent, temporary or seasonal employment opportunities

Recipient- any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under HUD program to which Section 3 applies and does not include contractors

Section 3- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)

Section 3 Business Concern- a business concern,

1. That is 51 percent or more owned by Section 3 resident: or
2. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above

Section 3 Covered Assistance-

1. public housing development assistance provided pursuant to Section 5 of the 1937 Act;
2. public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
3. public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
4. assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership)

Section 3 Clause- the contract provisions set forth in Section 135.38

Section 3 Covered Contracts- a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project

Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract includes the installation of materials, the contract constitutes a Section 3 covered contract

Section 3 Covered Project- the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance

Section 3 Covered non-construction project- is a project associated with the Section 3 Covered Project such as maintenance contracts, re-painting, routine maintenance, HVAC servicing, and professional services (architectural, engineering, legal services, accounting, marketing, etc.)

Section 3 Resident- a public housing resident or an individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person

Subcontractor- any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project

Very low-income person- families (including single persons) whose income do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually because of unusually high or low family incomes

EXHIBIT A

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

Name of Business _____

Address of Business _____

Type of Business/Trade/Profession _____

Type of Business: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned business concern (51% of business owner(s)) are Section 3 Residents:

☐ Self Certification ☐ Other

For Business entity as applicable:

☐ Copy of Articles of Incorporation
☐ Assumed Business Name Certificate
☐ List of Business Name Certificate
% ownership of each
☐ Organization chart with names and titles and brief function statement
☐ Certificate of Good Standing
☐ Partnership Agreement
☐ Corporation Annual Report
☐ Latest Board minutes appointing officers
☐ Additional documentation

For Business claiming Section 3, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

☐ List of all current full-time employees
☐ PHA/IHA Residential lease less than 3 years from day of employment
☐ List of employees claiming Section 3 status
☐ Other evidence of Section 3 status less than 3 years from date of employment

For Business claiming Section 3 status by subcontracting 25 percent of dollar awarded to qualified Section 3 business:

☐ List of subcontracted Section 3 business(es) and subcontract amount

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

☐ Current financial statement
☐ Statement of ability to comply with public policy
☐ List of owned equipment
☐ List of all contracts for the past two years

_____ Date: _____

Authorizing Name and Signature

Attested by: _____

Received by : _____ Date: _____

EXHIBIT B

ASSURANCE OF COMPLIANCE (Section 3, HUD ACT of 1968)

TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS

A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing Section 3 business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.38 of the regulation in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR 135.38 (f).

APPLICANT: _____

SIGNATURE: _____

ADDRESS: _____

DATE: _____

EXHIBIT C

CONTRACTOR/SUBCONTRACTOR CERTIFICATION REGARDING SECTION 3 AND SEGREGATED FACILITIES

_____ _____

COMPANY'S NAME **PROJECT NAME**

The undersigned hereby certifies that:

(a) Section 3 provisions are included in the Contract.
(b) The above stated company is a signatory to the developer's Section 3 Plan.
(c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

_____

NAME AND TITLE OF SIGNER (PRINT OR TYPE)

_____ _____

SIGNATURE **DATE**

EXHIBIT D

CONTRACTOR'S SECTION 3 PLAN

_____ agrees to implement the specific following affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of _____.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the city/county/MSA, the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. To insert this Section 3 plan in all bid documents and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

E. To insure that subcontractors adhere to the Section 3 provisions that are applicable to the Contractor.

F. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

G. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

H. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

I. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to Section 3 objectives.

J. To maintain records of all projected workforce needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets Section 3 objectives.

As officers and representatives of _____(Company),

We the undersigned have read and fully agree to the Section 3 Affirmative Action Plan, and become a party to the full implementation of the program and its provisions.

_____	_____
Signature	Signature
_____	_____
Title Date	Title Date

EXHIBIT E

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly person who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any a notice advising the labor organization or workers' representative of the contractor's commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act. (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be give to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

EXHIBIT F
POSTED NOTICE TO PROJECT RESIDENTS

The project _____
is being funded by the U.S. Department of Housing and Urban Development under the _____ - Community Development Block Grant Program. This notice complies with the RGVECs _____ Section 3 Plan and is intended to inform the public, in particular project residents, of the economic opportunities (jobs) created through the use of the federal award.

Contractor/subcontractor intends to hire for the following positions:

Number of Jobs	Title	Description of Qualifications/Licensure /Certification

Section 3 preferences:
1. Persons residing in the project area and who are of low- to very-low- income
2. Participants in HUD Youthbuild
3. Homeless Persons
4. Residents of the local Public Housing Authority
5. Residents of the local Section 8 Housing Assistance Program units

For more information including job applications, apprenticeships, training positions, and qualifications, contact:

Name of Contractor _____
Contact Person _____
Address _____
City, State, Zip _____
Phone _____

Estimated construction start date is _____

EXHIBIT G
ESTIMATED WORKFORCE BREAKDOWN

NAME OF BUSINESS/CONTRACTOR/SUBCONTRACTOR _____

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS/LOW INCOME PERSONS *
OFFICERS SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE: Plumbing/Electrical/HVAC/Construction/Other: _____				
JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				
TRADE: Plumbing/Electrical/HVAC/Construction/Other: _____				
JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				
TRADE: Plumbing/Electrical/HVAC/Construction/Other: _____				
JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				
TRADE: Plumbing/Electrical/HVAC/Construction/Other: _____				
JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				

*A Section 3 Resident is 1) a public housing resident; or 2) a low or very low income person residing in the metropolitan area or non –metropolitan county where the project is located.

ALL NEW HIRES MUST COMPLETE AN INCOME DOCUMENTATION CERTIFICATION—SEE EXHIBITS K AND L.

EXHIBIT H

SECTION 3 MONTHLY COMPLIANCE FORM

Contractor and all subcontractor(s) must sign, date and deliver this form monthly to:

RGVEC:_____ Project Name:_____

RGVEC Address: _____ Project Location: _____

For the Month of _____

I. Hiring

Select one:

___ I have not hired any new employees during the month specified.

___ I have hired ____ Section 3 employees and/or _____ non-Section 3 employees during the month.

II. Recruitment

I have taken one or more of the following recruitment steps to hire a Section 3 resident with the highest training and employment priority ranking: (check all that apply)

___ I have advertised to fill vacancy(ies) at the site(s), where work is taking place, in connection with this project. Below, I have checked the steps I have taken to find Section 3 low-income residents, from the targeted groups and neighborhoods, to fill any vacancies.

___ Placed signs or posters in prominent places at project site(s).

___ Taken photographs of the above item to document that the above step was carried out.

___ Distributed employment flyers to the administrative office of the local Public Housing Authority.

___ Contacted RGVECs employment referrals or Youthbuild Program referrals.

___ Kept a log of all applicants and indicated the reasons why Section 3 residents who applied were not hired.

___ Retained copies of any employment applications completed by Public Housing Authority, Section 8 certificate or voucher holders or other Section 3 residents.

___ Sent a notice about Section 3 training and employment requirements and opportunities to labor organizations or to worker representatives with whom our firm has a collective bargaining or other agreement.

III. Verification

____ I have attached proof of all checked items.

I hereby certify that the above information is a true and correct.

_____ _____ _____

Signature Title Date

_____

Business Name

EXHIBIT I

MONTHLY EMPLOYMENT UTILIZATION REPORT

TO: City/County

COMMUNITY DEVELOPMENT DEPARTMENT

NAME OF PROJECT: _____

Bid No. 2012- _____

GRANT NUMBER:
B-08 THRU B-12-MC-48-0504

FROM: _____
(Contractor)

ADDRESS OF CONTRACTOR

_____
Street

_____
City, State

CONTRACTOR'S PHONE NUMBER:
( )

REPORTING PERIOD: _____

PERCENTAGE OF PROJECT COMPLETION: _____

CLASSIFICATION	WORK HOURS OF EMPLOYMENT ON THIS PROJECT								
	TOTAL	BLACK	WHITE	ASIAN OR PACIFIC ISLANDER	HISPANIC	FEMALE	DISABLED	VETERAN	SECTION 3 RESIDENT
OFFICERS SUPERVISORS									
PROFESSIONALS									
TECHNICIANS									
HOUSING SALES/RENTAL MANAGEMENT									
OFFICE CLERICAL									
SERVICE WORKERS									
JOURNEYMEN									
COMMON LABORERS									
APPRENTICES									
TRAINEES									
TOTAL	0	0	0	0	0	0	0	0	0

% OF MINORITY EMPLOYEES	0	#DIV/0!
% FEMALE EMPLOYEES		#DIV/0!
% LOW INCOME/SECTION 3 EMPLOYEES		#DIV/0!
% HANDICAPPED EMPLOYEES		#DIV/0!

_____ _____

SIGNATURE AND TITLE OF COMPANY OFFICIAL COMPLETING REPORT

DATE SIGNED _____

This form must be completed monthly by the General Contractor for all workers

EXHIBIT J

SECTION 3 EMPLOYEE DATA & CERTIFICATION

The U.S. Department of Housing and Urban Development (HUD) requires that the County/City of _____ document the income of newly hired persons working on federally-funded construction projects. This form is intended to comply with HUD Community Development Block Grant requirements.

Applicant's Name:_____Job Title:_____

Address:_____Phone:_____

How many people are in your family? (Circle one) **1 2 3 4 5 6 7 8+**

What is your family's gross annual income (before taxes)? _____

What is your race? (Circle one)

WHITE

BLACK/AFRICAN AMERICAN

ASIAN

AMERICAN INDIAN/ALASKAN NATIVE

NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER

ASIAN & WHITE

BLACK & WHITE

AM. INDIAN/ALASKAN NATIVE & BLACK

OTHER MULTIRACIAL

Is your family of Hispanic origin? (Circle one) **YES** **NO**

I certify that all of the above information is true and correct to the best of my knowledge.

_____ _____

Employee's Signature Date

EXHIBIT K

SECTION 3 EMPLOYEE DATA & CERTIFICATION

El Departamento de Vivienda y Desarrollo Urbano (HUD) requiere que la Ciudad de _____ obtenga documentos de ingresos de las personas nuevamente empleadas que trabajan en los proyectos que reciben beneficios de programas federales. Esta forma es requerida para cumplir con los requisitos de Subvención de Bloque de Desarrollo de Comunidad de HUD.

FAVOR DE ESCRIBIR A LETRA DE MOLDE

Seccion I

Nombre del Participante_____Titulo deTrabajo_____

Direccion_____Telefono_____

Seccion II

¿**Cuantos personas en su Familia ?** (Circule uno)

¿Cuál es dinero anual gruesa de su familia (antes de impuestos)? _____

¿Cuál es su raza? (Circule uno)

AMERICANO

NEGRO/ AMERICANO AFRICANO

ASIÁTICO

INDIO AMERICANO/NATURAL DE ALASKA

NATURAL DE HAWAII/ EL OTRO ISLEÑO PACÍFICO

ASIÁTICO & AMERICANO

AMERICANO AFRICANO & AMERICANO

INDIA AMERICANO/NATURAL DE ALASKA & AMERICANO AFRICANO

EL OTRO MULTI-RACIAL

¿Está su familia de origen hispánico?(Circule uno) **Sí** **No**

Certifico que toda la información antedicha está verdad y correcta al mejor de mi conocimiento.

_____ _____

Firma del Empleado Fecha

AI-31686 **10. E.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Monica Leal

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Edcouch and Precinct No. 1 is requesting consideration and action to award and enter into a construction contract with Jimmy Closner & Sons Construction Co., Inc. for the Street & Drainage Improvements Project located in the City of Edcouch. Total contract amount $198,827.50 utilizing City of Edcouch YR 22 (2009) street improvements and Precinct No. 1 YR 22 (2009) street improvements recaptured funds.

BACKGROUND

The City of Edcouch and Precinct No. 1 has requested and received bids for the street and drainage improvements project. Guzman & Muñoz Engineering and Surveying, Inc., prepared specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on February 29, 2012. After review the project engineer recommended Jimmy Closner & Sons Construction Co., Inc., as the lowest of nine (9) qualified bidders. (See attached recommendation letter from Guzman & Muñoz Engineering and Surveying, Inc. and copy of bid tabulations.)

Contractor:	Jimmy Closner & Sons Construction Co., Inc.
Contract Amount:	$198,827.50
Funds Available:	$195,978.92 YR 22 (2009) City of Edcouch – Street Improvements
Pct. 1 (recaptured funds)	$ 32,059.73 YR 22 (2009) City of Edcouch – Street Improvements
Total:	$228,038.65

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Bid Tabulation Sheet City of Edcouch Precinct No.1

general conditions index

supplemental gen. conditions

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/28/2012 03:17 PM
Olga Garza	Olga Garza	03/29/2012 10:14 AM
Purchasing Department	Angela Garcia	04/02/2012 09:08 AM

Form Started By: Mary Flores Started On: 03/28/2012 02:31 PM

Final Approval Date: 04/02/2012

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: February 22, 2012 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID:"2010 City of Edcouch-Street & Drainage Improvements Project"

BID NO: 5009-20-0311-5000-2000-UCP-ML | **PROCUREMENT SPECIALIST:**

RFB NO.	Name of Company	Alternate Price	Total Price	Bid Bond/ Cashier's Check Included
1.	Mavysa TX, LLC	$5,318.94	$211,925.57	✓
2.	Jimmy Closner & Sons Constr. Co., Inc.	None Submitted	$198,827.50	✓
3.	GP7 Construction, LLC	None Submitted	$244,177.50	✓
4.	R & R Paving, LLC	$22,000.00	$269,347.25	✓
5.	RM Walsdorf Inc.	$12,654.00	$226,581.07	✓
6.	DKIII Hornback	$233,435.00	$233,435.00	✓
7.	J. M. Construction	$12,600.00	$236.662.00	✓
8.	IOC Company, LLC	$36,000.00	$397,435.95	✓
9.	G & T Paving LLC	$5,500.00	$257,992.20	✓
10.				

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.**

GM

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

Date: March 13, 2012

City of Edcouch
Mr. Juan Cedillo, City Manager
211 Southern Ave.
Edcouch, Texas 78538

Dear, Mr. Cedillo

On Wednesday, February 29, 2012 at 10:00 A.M. we received nine (9) bids for the Urban County 2009 Edcouch Street Improvement Project. We opened the bids and found that all bidding documents were in order and are valid bids.

Enclosed you will find the bid tabulation for this project. The bid tabulation shows that Jimmy Closner & Sons Const. Co. was the low bidder with a total base bid of $198.827.50 and the second low bidder was; Mavysa Tx, L.L.C. with a base bid of $ 211,925.57.

We are recommending that the City Council of Edcouch recommend to the Hidalgo County Commissioners Court awarding the Project to Jimmy Closner & Sons Const. Co., based on their bid and our positive previous experience with this construction firm. We further recommend that **the award be in the amount of $190,097.50**, said amount being the base bid amount less the alternative deduct amount of Project "D" which is $8,730.00. This would bring the recommended award amount within the available construction budget. However as always, the final selection and recommendation is the Boards responsibility.

Once the final selection has been made, we will notify the contractor who is awarded the project and request the required bonds and insurance. We will then prepare four (4) original project manuals with specifications and contract documents for execution and distribution to Hidalgo County Urban County Program, the City of Edcouch, the contractor and engineer.

Please call Jose G. Reyes, P.E. or me if you have any questions or if we can be of any further service.

Thank You,

Jose Luis Muniz
Project Coordinator

Cc; Mr. Robert S. Schmalzried, Edcouch City Mayor
Ms. Diana Serna, Hidalgo County UCP Director
José Luis Muñoz, P.E., GMES
File

CITY OF EDCOUCH

Robert S. Schmalzried - Mayor
Eddy Gonzalez - Mayor Pro-temp
Veronica S. Ramirez - Alderwoman PL 1
Noe Garcia Jr. – Alderman PL 2
Ruth Ruiz – Alderwoman PL 3
Daniel Guzman – Alderman PL 4
Juan J. Cedillo - City Manager

March 23, 2012

Diana Serna
Executive Director
Hidalgo County Urban Program
1916 Tesoro Blvd.
Pharr TX 78577

RE: 2009 Street Improvements

Dear Ms. Serna:

In their special meeting held on Thursday, March 22, 2012, the Edcouch Board of Aldermen voted to approve the lowest bidder, Jimmy Closner and Sons Construction, in the amount of $ **198,827.50** for the 2009 Street Improvements Project.

I am attaching a letter from Precinct I County Commissioner Joel Quintanilla allowing the City of Edcouch to utilize the recaptured funds for the 2009 Street Improvements in the amount of **$ 32,059.73**.

The City of Edcouch respectfully requests that the aforementioned item be placed on Hidalgo County Commissioners' Court agenda for review and approval

If you have any questions regarding this matter, contact me.

Sincerely,

JUAN CEDILLO
City Manager

Enclosure

Received
MAR 23 2012
Urban County Program
By:

City of Edcouch – P.O. Box 100, 211 W. Southern St. Edcouch TX 78538 – Phone (956) 262-2140 – Fax (956) 262-2920

COUNTY of HIDALGO



Joel Quintanilla
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

Date: March 21, 2012

City of Edcouch
Attn: Juan Cedillo
PO Box 100
Edcouch, Texas 78538

Re: City of Edcouch 2009 Street Improvement (recaptured funds)

Dear Mr. Cedillo,

This shall serve as a notification, that Hidalgo County Precinct No. 1 is allowing the City of Edcouch to utilize the recaptured funds under the 2009 Street Improvements in the amount of $32,059.73 for any ongoing street improvement projects. In addition, please note that Precinct No. 1 will be administering the recaptured funds so any and all documents will require my approval prior to disbursement.

Should you have any questions or concerns, please do not hesitate to contact my office at your earliest convenience.

Thank you,

Commissioner Joel Quintanilla
Hidalgo County Precinct No. 1

cc: Diana R. Serna, Executive Director
Urban County Program

BID TABULATION FOR HIDALGO COUNTY -URBAN COUNTY PROGRAM - CITY OF EDCOUCH - 2009 STREET IMPROVEMENTS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	BIDDER #1 Jimmy Cleaver and Sons Construction Co., Inc. UNIT PRICE	BIDDER #1 TOTAL PRICE	BIDDER #2 G&T Paving, LLC UNIT PRICE	BIDDER #2 TOTAL PRICE	BIDDER #3 R.M. Waisdorf Inc. UNIT PRICE	BIDDER #3 TOTAL PRICE	BIDDER #4 DKIII Hornbeck UNIT PRICE	BIDDER #4 TOTAL PRICE	BIDDER #5 R&R Paving, LLC UNIT PRICE	BIDDER #5 TOTAL PRICE	BIDDER #6 Mayrin, LLC UNIT PRICE	BIDDER #6 TOTAL PRICE	BIDDER #7 L.O.C. Company, LLC UNIT PRICE	BIDDER #7 TOTAL PRICE	BIDDER #8 J.M. Construction UNIT PRICE	BIDDER #8 TOTAL PRICE	BIDDER #9 GPT Construction, LLC UNIT PRICE	BIDDER #9 TOTAL PRICE
City of Edcouch - UCP 2009 Street & Drainage Imp Proj A - Southern Ave (from Cochran to Borrego St)																					
1	Base Repair (Includes Prime Coat)	80	S.Y.	$ 19.70	$ 1,576.00	$ 25.99	$ 2,079.20	$ 40.00	$ 3,200.00	$ 50.00	$ 4,000.00	$ 45.00	$ 3,600.00	$ 28.90	$ 2,312.00	$ 117.00	$ 9,360.00	$ 35.00	$ 2,800.00	$ 28.25	$ 2,260.00
2	Tack Coat (0.05 gal/S.Y.)(SS-1)	144	GAL	$ 4.50	$ 648.00	$ 4.50	$ 648.00	$ 10.00	$ 1,440.00	$ 10.00	$ 1,440.00	$ 5.25	$ 756.00	$ 17.44	$ 2,511.36	$ 7.80	$ 1,123.20	$ 7.00	$ 1,008.00	$ 8.15	$ 1,173.60
3	1 1/2" Asphalt Overlay with Level-Up	2,885	S.Y.	$ 8.10	$ 23,368.50	$ 16.00	$ 46,160.00	$ 12.00	$ 34,620.00	$ 20.00	$ 57,700.00	$ 10.25	$ 29,571.25	$ 10.02	$ 28,907.70	$ 10.45	$ 30,148.25	$ 11.00	$ 31,735.00	$ 12.25	$ 35,341.25
4	Manhole Adjustment	1	EA.	$ 350.00	$ 350.00	$ 175.00	$ 175.00	$ 527.00	$ 527.00	$ 1,000.00	$ 1,000.00	$ 550.00	$ 550.00	$ 292.86	$ 292.86	$ 1,200.00	$ 1,200.00	$ 500.00	$ 500.00	$ 650.00	$ 650.00
5	Water Valve Adjustment	1	EA.	$ 250.00	$ 250.00	$ 150.00	$ 150.00	$ 278.00	$ 278.00	$ 500.00	$ 500.00	$ 325.00	$ 325.00	$ 186.14	$ 186.14	$ 800.00	$ 800.00	$ 450.00	$ 450.00	$ 400.00	$ 400.00
6	Barricades, Signs & Traffic Handling	1	L.S.	$ 5,500.00	$ 5,500.00	$ 500.00	$ 500.00	$ 2,000.00	$ 2,000.00	$ 7,500.00	$ 7,500.00	$ 3,000.00	$ 3,000.00	$ 5,028.76	$ 5,028.76	$ 9,000.00	$ 9,000.00	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00
7	Mobilization	1	L.S.	$ 12,000.00	$ 12,000.00	$ 15,000.00	$ 15,000.00	$ 6,250.00	$ 6,250.00	$ 10,000.00	$ 10,000.00	$ 3,000.00	$ 3,000.00	$ 11,071.50	$ 11,071.50	$ 11,000.00	$ 11,000.00	$ 1,000.00	$ 1,000.00	$ 9,150.00	$ 9,150.00
Sub-Total for City of Edcouch - UCP 2009 Street & Drainage Improvements					$ 43,692.50		$ 64,712.20		$ 48,315.00		$ 82,140.00		$ 40,802.25		$ 50,220.32		$ 62,631.45		$ 39,993.00		$ 51,974.85
Project "B" Drainage Improvements for Ester Street																					
1	24" R.C.P. (Class III)	1,000	L.F.	$ 47.00	$ 47,000.00	$ 57.00	$ 57,000.00	$ 52.35	$ 52,350.00	$ 41.00	$ 41,000.00	$ 65.00	$ 65,000.00	$ 51.47	$ 51,470.00	$ 87.10	$ 87,100.00	$ 61.00	$ 61,000.00	$ 49.45	$ 49,450.00
2	Junction Box w/Casing & Sewer Repair	2	E.A.	$ 5,000.00	$ 10,000.00	$ 5,500.00	$ 11,000.00	$ 5,325.00	$ 10,650.00	$ 2,800.00	$ 5,600.00	$ 4,000.00	$ 8,000.00	$ 4,758.12	$ 9,516.24	$ 8,100.00	$ 16,200.00	$ 5,600.00	$ 11,200.00	$ 7,565.00	$ 15,130.00
3	Storm Sewer Manhole Tie-In to Existing System	1	E.A.	$ 3,700.00	$ 3,700.00	$ 3,000.00	$ 3,000.00	$ 5,270.00	$ 5,270.00	$ 2,800.00	$ 2,800.00	$ 2,000.00	$ 2,000.00	$ 3,144.10	$ 3,144.10	$ 10,800.00	$ 10,800.00	$ 4,000.00	$ 4,000.00	$ 4,650.00	$ 4,650.00
4	Storm Sewer Ty "C" Grate Inlet	1	E.A.	$ 3,400.00	$ 3,400.00	$ 2,800.00	$ 2,800.00	$ 2,980.00	$ 2,980.00	$ 1,500.00	$ 1,500.00	$ 3,500.00	$ 3,500.00	$ 3,614.19	$ 3,614.19	$ 3,400.00	$ 3,400.00	$ 2,800.00	$ 2,800.00	$ 4,230.00	$ 4,230.00
5	Saw Cut Asphalt Pavement and Pavement Repair	675	L.F.	$ 13.20	$ 8,910.00	$ 18.00	$ 12,150.00	$ 28.37	$ 19,149.75	$ 20.00	$ 13,500.00	$ 45.00	$ 30,375.00	$ 20.31	$ 13,709.25	$ 89.00	$ 60,075.00	$ 21.00	$ 14,175.00	$ 28.35	$ 19,136.25
6	24" Headwall	1	E.A.	$ 800.00	$ 800.00	$ -	$ -	$ 1,000.00	$ 1,000.00	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	$ 760.22	$ 760.22	$ 3,500.00	$ 3,500.00	$ 2,000.00	$ 2,000.00	$ 4,235.00	$ 4,235.00
7	24" Sluice Gate w/Headwall Complete in Place	1	E.A.	$ 3,400.00	$ 3,400.00	$ 5,500.00	$ 5,500.00	$ 6,527.98	$ 6,527.98	$ 5,500.00	$ 5,500.00	$ 11,700.00	$ 11,700.00	$ 2,945.33	$ 2,945.33	$ 7,300.00	$ 7,300.00	$ 6,300.00	$ 6,300.00	$ 5,365.00	$ 5,365.00
Sub-Total for Drainage Improvements - Ester Street (Items 1-7)					$ 77,210.00		$ 91,450.00		$ 97,927.73		$ 72,400.00		$ 122,575.00		$ 85,159.33		$ 188,375.00		[illegible]		$ 102,196.25
Project "C" Drainage Improvements for Reyes Street																					
1	24" R.C.P. (Class III)	1,015	L.F.	$ 47.00	$ 47,705.00	$ 57.00	$ 57,855.00	$ 48.00	$ 48,720.00	$ 41.00	$ 41,615.00	$ 65.00	$ 65,975.00	$ 49.16	$ 49,897.40	$ 87.10	$ 88,406.50	$ 61.00	$ 61,915.00	$ 49.45	$ 50,191.75
2	Type "A" Inlet	2	E.A.	$ 3,200.00	$ 6,400.00	$ 2,800.00	$ 5,600.00	$ 2,735.00	$ 5,470.00	$ 2,800.00	$ 5,600.00	$ 2,600.00	$ 5,200.00	$ 2,442.23	$ 4,884.46	$ 4,800.00	$ 9,600.00	$ 2,800.00	$ 5,600.00	$ 4,250.00	$ 8,500.00
3	Type "A" Inlet w/Extension	2	E.A.	$ 3,800.00	$ 7,600.00	$ 3,300.00	$ 6,600.00	$ 3,259.00	$ 6,518.00	$ 3,000.00	$ 6,000.00	$ 3,500.00	$ 7,000.00	$ 3,173.75	$ 6,347.50	$ 5,300.00	$ 10,600.00	$ 3,100.00	$ 6,200.00	$ 4,650.00	$ 9,300.00
4	Saw-Cut Asphalt Pavement and Pavement Repair	75	S.Y.	$ 13.20	$ 990.00	$ 18.00	$ 1,350.00	$ 45.00	$ 3,375.00	$ 50.00	$ 3,750.00	$ 45.00	$ 3,375.00	$ 20.31	$ 1,523.25	$ 117.00	$ 8,775.00	$ 21.00	$ 1,575.00	$ 28.35	$ 2,126.25
5	Saw-Cut Concrete Driveways and Repair	280	S.Y.	$ 10.00	$ 2,800.00	$ 10.00	$ 2,800.00	$ 9.00	$ 2,520.00	$ 45.00	$ 12,600.00	$ 6.25	$ 1,750.00	$ 9.56	$ 2,676.80	$ 32.00	$ 8,960.00	$ 8.00	$ 2,240.00	$ 8.90	$ 2,492.00
6	Remove & Replace Concrete Curb & Gutter	20	L.F.	$ 15.00	$ 300.00	$ 15.00	$ 300.00	$ 15.00	$ 300.00	$ 30.00	$ 600.00	$ 15.00	$ 300.00	$ 20.03	$ 400.60	$ 135.00	$ 2,700.00	$ 25.00	$ 500.00	$ 16.52	$ 330.40
7	24" Sluice Gate w/Headwall Complete in Place	1	E.A.	$ 3,400.00	$ 3,400.00	$ 5,500.00	$ 5,500.00	$ 6,527.00	$ 6,527.00	$ 4,000.00	$ 4,000.00	$ 11,700.00	$ 11,700.00	$ 2,945.33	$ 2,945.33	$ 7,300.00	$ 7,300.00	$ 6,300.00	$ 6,300.00	$ 9,500.00	$ 9,500.00
Sub-Total for Project "C" - Reyes Street					$ 69,195.00		$ 80,005.00		$ 73,430.00		$ 74,165.00		$ 95,300.00		$ 68,675.34		$ 136,341.50		$ 84,330.00		$ 82,440.40
Project "D" Calle Gonzalez Intersections at Juanita Street																					
1	6" Conc. Valley Gutter Reinf. (6' Wide)	194	S.Y.	$ 45.00	$ 8,730.00	$ 112.50	$ 21,825.00	$ 35.61	$ 6,908.34	$ 45.00	$ 8,730.00	$ 55.00	$ 10,670.00	$ 40.57	$ 7,870.58	$ 52.00	$ 10,088.00	$ 56.00	$ 10,864.00	$ 39.00	$ 7,566.00
				$ 8,730.00		$ 21,825.00		$ 6,908.34		$ 8,730.00		$ 10,670.00		$ 7,870.58		$ 10,088.00		$ 10,864.00		$ 7,566.00	
Sub-Total for Project "D" - Calle Gonzalez Intersections at Juanita Street																					

BID SUMMARY

		BIDDER #1 Jimmy Cleaver and Sons Construction Co., Inc.	BIDDER #2 G&T Paving, LLC	BIDDER #3 R.M. Waisdorf Inc.	BIDDER #4 DKIII Hornbeck	BIDDER #5 R&R Paving, LLC	BIDDER #6 Mayrin, LLC	BIDDER #7 L.O.C. Company, LLC	BIDDER #8 J.M. Construction	BIDDER #9 GPT Construction, LLC
1	Project "A" Southern St. (from Cochran to Borrego Street)	$ 43,692.50	$ 64,712.20	$ 48,315.00	$ 82,140.00	$ 40,802.25	$ 50,220.32	$ 62,631.45	$ 39,993.00	$ 51,974.85
2	Project "B" Drainage Improvements for Ester Street	$ 77,210.00	$ 91,450.00	$ 97,927.73	$ 72,400.00	$ 122,575.00	$ 85,159.33	$ 188,375.00	[illegible]	$ 102,196.25
3	Project "C" Reyes Street	$ 69,195.00	$ 80,005.00	$ 73,430.00	$ 74,165.00	$ 95,300.00	$ 68,675.34	$ 136,341.50	$ 84,330.00	$ 82,440.40
4	Project "D" Calle Gonzalez Intersections at Juanita Street	$ 8,730.00	$ 21,825.00	$ 6,908.34	$ 8,730.00	$ 10,670.00	$ 7,870.58	$ 10,088.00	$ 10,864.00	$ 7,566.00
	Total Base Bid Price	$ 198,827.50	$ 257,992.20	$ 226,581.07	$ 237,435.00	$ 269,347.25	$ 211,925.57	$ 397,436.95	$ 236,662.00	$ 244,177.50

Alternative Deduct

4	Project "D" Calle Gonzalez Intersections at Juanita Street - 6" Conc. Valley Gutter Reinf. (6' Wide)	$ 8,730.00

Recommended Bid Award Amount $ 190,097.50

CONSTRUCTION CONTRACT

This Agreement, entered into this **10TH** day of **April 2012** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **City of Edcouch** (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **Jimmy Closner & Sons Construction Co., Inc.**, a corporation) of Weslaco, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: **City of Edcouch – Street & Drainage Improvements**
PROJECT #: **5008-20-0311-5000-2000-UCP-ML2**
PROJECT DESCRIPTION: **"STREET & Drainage IMPROVEMENTS"**

hereinafter called the project, for the sum of **($198,827.50) One hundred ninety eight thousand, eight hundred twenty seven dollars, and fifty cents,** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Guzman & Muñoz Engineering and Surveying, Inc.** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **90** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 200.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: **Jimmy Closner & Sons Construction Co., Inc.,**

Address: PO Box 170
Mercedes, TX 78570

Fed. I.D. #/S.S. 74-2060671

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the __ day of _____, 20_____,

by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2012

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

McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes TX 78570

CONTACT NAME: Mindy Rivera
PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733
E-MAIL ADDRESS: mindy@mcafeeagency.com
PRODUCER CUSTOMER ID #: 00000972

INSURED

Jimmy Closner & Sons Construction Co, Inc.
P. O. Box 170

Mercedes TX 78570

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Indian Harbor Insurance	
INSURER B: American Economy Insurance Co	
INSURER C: Arch Specialty Ins. Co.	
INSURER D: Texas Mutual Ins. Co.	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 11-12RENEWAL 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			ESG0034627	4/19/2011	4/19/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			24CC26275530	4/19/2011	4/19/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined Underinsured motorist	$ 1,000,000 $ $ $ $ 100,000 $ 100,000
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000			ULP002611603	4/19/2011	4/19/2012	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001129612	4/12/2011	4/12/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Edcouch 2009 Paving and Drainage Improvements project.

CERTIFICATE HOLDER

Hidalgo County Urban County Program

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard Garza/MIN

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM

GENERAL CONDITIONS

1. Contract and Contract Documents

The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.

The Plans, Specifications and Addenda, hereinafter enumerated in paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

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3. Additional Instructions and Detail Drawings
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66. Specific Coverage
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68. Provisions to be Included
69. Branch of Labor Standards
70. Employment Practices
71. Contact Termination: Debarment

2. Definitions

The following terms as used in this contract are respectively defined as follows:

(a) "Contractor": A person, firm or corporation with whom the contract is made by the Owner.

(b) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.

(c) "Work on (at) the project": Work to be performed at the location of the project,

including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work: each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Shop or Setting Drawings

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

5. Materials, Services, and Facilities

(a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, an all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
(b) Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which any interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. Inspection and Testing of Materials

(a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The owner will pay for all laboratory inspection service direct, and not as a part of the contract.
(b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to established conformance with specifications and suitability for uses intended.

8. "Or Equal" Clause

Whenever a materials, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any materials, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the contractor without the Architect/Engineer's written approval.

9. Patents

(a) The Contractor shall hold and save the Owner and its officers, agents,

servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

(b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.

(c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agrees to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obligated to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. Surveys, Permits, and Regulations

Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of the work.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

11. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such

construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the Owner.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damages or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property --Emergency

The Contractor shall at all times safely guard the owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. Inspection

The authorized representatives and agents of the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. Reports, Records, and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

16. Superintendence by Contractor

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on Contractor's payroll.

17. Changes in Work

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

(a) Unit bid prices previously approved.
(b) An agreed lump sum,
(c) The actual cost of:
1. Labor, including foremen;
2. Materials entering permanently into the work;
3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
4. Power and consumable supplies for the operation of power equipment;
5. Insurance;
6. Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

18. Extras

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.

19. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof with in the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained for time to time by the Owner form current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

(a) To any preference, priority or allocation order duly issued by the Government;
(b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

(c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article;

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

20. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgement of the Architect/Engineer shall be equitable.

21. Subsurface Conditions Found Different

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in paragraph 17 of the General Conditions.

22. Claims for Extra Cost

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

23. Right of the Owner to Terminate Contract

In the event that any of provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said then (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

24. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. Payments to Contractor

(a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract: Provided, that the Contractor shall submit his estimate not later than the first day of the month; Provided, further, that the Owner at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full; Provided, further, that on completion and acceptance of each separate

building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

(b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of material and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

(d) Owners's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall be provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

26 Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment bond.

27. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment

are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

28. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

(a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of the contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarity to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

(b) Contractor's Public Liability and property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

(c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

(d) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.

(e) Builder's Risk Insurance (Fire and Extended Coverage): Until the project is

completed and accepted by the Owner, the Owner, or Contractor (at the Owner's option as indicated in the Supplemental General Conditions, Form HUD-4238-N) is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.

(f) Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

29. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

30. Additional or Substitute Bond

If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such as acceptable bond to the Owner.

31. Assignments

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. Incase the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause

substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations or services rendered or materials supplied for the performance of the work called for in this contract.

32. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. Separate Contract

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. Subcontracting

(a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
(b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
(c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same

power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

(e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

35. Architect/Engineer's Authority

The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the owner shall be adjusted and determined by the Architect/Engineer.

36. State Allowances

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed materials" shall be included in the applicable section of the Contract Specifications covering this work.

37 Use of Premises and Removal of Debris

The Contract expressly undertakes at his own expense:

(a) to take every precaution against injuries to persons or damage to property;

(b) to store his apparatus, materials, supplies and equipment in such orderly

fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;

(c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;

(d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

(e) before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations;

(f) to effect all cutting, fitting or patching of his work required to make the same to conform to t he plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

38. Quantities of Estimate

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is specially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain all lands and right-of-way necessary for the carrying out and completion of work to be performed under this contract.

40. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

41. Conflicting Conditions

Any Provisions in any of the Contract Documents which may be in conflict or

inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

42. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

43. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

44. Protection of Lives and Health

"The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971. Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary."

45. Subcontracts

"The Contractor will insert in any subcontracts the Federal labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made."

46. Equal Employment Opportunity

During the performance of this contract the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for

employment because of race, religion, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin".

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in

every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may, direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

47. Interest of Member of or Delegate to Congress

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

48. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contractor in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

49. Use and Occupancy prior to Acceptance by Owner

The Contractor agrees to use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

(a) Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.

(b) Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,

(c) When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

50. Photographs of the Project

If required by the Owner, the Contractor shall furnish photographs of the project, in the quantities and as described in the Supplemental General Conditions.

51. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

52. Minimum Wages

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deductions of rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act thereinafter identified), the full amount due at time of payment computed at wage

rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated 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 Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made of incurred during such weekly period.

53. Underpayment Of Wages Or Salaries

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so such thereof as the Local Public Agency or Public Body may consider necessary to pay each laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or his subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plan, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

54. Anticipated Costs Of Fringe Benefits

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, 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 programs. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipts of the findings.

55. Overtime Compensation Required by Contract Work Hours and Safety

Standards Act (76 Stat. 357-360: Title 40 U.S.C., Section 327-332)

(a) 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, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 8 hours in a calendar day or in excess of 40 hours in such work week, as the case may be.

(b) Violation: liability for unpaid wages liquidated damages . In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (a), in the sum of $10 for each calendar day on which such employee was required or permitted to work in excessive of 8 hours or in excessive of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

(c) Withholding for liquidated damages. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any monies payable on account work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) Subcontracts. The Contractor shall insert in any subcontracts the clauses i n paragraph (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

56. Employment of Apprentices/Trainees

(a) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship Agency recognized by the Bureau, or if a person is employed in his 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 Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary

employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or representative of the Wage-Hour Division of the Labor written evidence of the registration of his program and apprentices as well the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

(b) Trainees. Except as provided in 29 CFR 5.15 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, evidence by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprentice and Training. The ratio of trainees to journeymen shall not by greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor Written evidence of the certification of his program, the registration of the trainees, and the ratios and wage prescribed in that program, In the event the Bureau of Apprenticeship and Training 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.

(c) 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 Parts 30.

57. Employment of Certain Persons Prohibited

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institute shall be employed on the work covered by this Contract.

58. Regulations Pursuant to So-Called "Anti-Kickback Act"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by references) or the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948: 62 Stat. 862; Title U.S.C., Section 874: and Title 40 U.S.C., Section 276 (c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontracts subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

59. Employment of Laborers or Mechanics Not Listed in Aforesaid Wage Determination Decision

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics t be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

60. Fringe Benefits Not Expressed as Hourly Wage Rates

The Local Public Agency or Public Body shall require, 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 wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, and hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

61. Posting Wage Determination Decision and Authorized Wage Deductions

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labors with respect to the various classification of labors and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this

Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

62. Complaints, Proceedings, or Testimony by Employees

No laborer or mechanic to whom the wage, salary, or other labor standards provision of this Contract are applicable shall be discharged or in any other manner discriminated against by Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify, in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

63. Claims and Disputes Pertaining to Wage Rates

Claims and disputes pertaining to wage rates or to classification of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by letter through the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

64. Questions Concerning Certain Federal Statutes and Regulations

All questions arising under this Contract which relate to the application of interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act (c) the aforesaid Davis-Bacon Act, (d) the regulations of issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (c) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of housing and Urban Development, to the said Secretary's appropriated ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

65. Payroll and Basic Payroll Records of Contractor and Subcontractors

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including

rates of contribution or costs anticipated of the types described in Section 1(b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations, that the wages of any laborer of 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 or subcontractor 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. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

66. Specific Coverage Of Certain Types Of Work By Employees

The transportation of material and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Programs to which this Contract pertains by person employed by the Contractor or any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

67. Ineligible Subcontractors

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United Stated Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

68. Provisions to Be Included in Certain Subcontracts

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consisted with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier

subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

69. Breach Of Foregoing Federal Labor Standards Provisions

In addition to the cause for termination of this Contractor as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor of any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Standards Provisions may also be grounds for debarment as provided by the applicable regulation issued by the Secretary of Labor, United States Department of Labor.

70. Employment Practices

The Contractor (1) shall, to the greatest extent practicable, follow hiring and employment practices for work on the project which will provide new job opportunities for the unemployed and underemployed, and (2) shall insert or cause to be interested the same provision in each construction subcontract.

71. Contract Termination; Debarment

A breach of Section 45 and the Federal Labor Standards Provisions, may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

SUPPLEMENTAL GENERAL CONDITIONS

1. Enumeration of Plans, Specifications and Addenda
2. Stated Allowances
3. Special Hazards
4. Public Liability and Property Damage Insurance
5. Photographs of Project
6. Schedule of Minimum Hourly Wage Rates
7. Builder's Risk Insurance
8. Special Equal Opportunity Provisions
9. Certification of Compliance with Air and Water Acts
10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans, Specifications and Addenda which form a part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents":

DRAWINGS

General Construction:	Nos.
Heating and Ventilating:	"
Plumbing:	"
Electrical:	"
_____	"
_____	"

SPECIFICATIONS:

General Construction:	Page	_____	to _____	, incl.
Heating and Ventilating:	"	_____	to _____	, incl.
Plumbing:	"	_____	to _____	, incl.
Electrical:	"	_____	to _____	, incl.
_____	"	_____	to _____	, incl.
_____	"	_____	to _____	, incl.

ADDENDA:

No._____ Date _____ No._____ Date

No._____ Date _____ No._____ Date

2. STATED ALLOWANCES

Pursuant to paragraph 36 of the General Conditions, the contractor shall include the following cash allowances in his proposal:

(a) For _____ (Page_____ of Specifications $_____
(b) For _____ (Page_____ of Specifications $_____
(c) For _____ (Page_____ of Specifications $_____
(d) For _____ (Page_____ of Specifications $_____
(e) For _____ (Page_____ of Specifications $_____
(f) For _____ (Page_____ of Specifications $_____

3. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards.

4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under paragraph 28 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less that $ _____ for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than $ _____ on account of one accident, and Contractor's Property Damage Insurance in an amount not less than $.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2)) insure the activities of his subcontractors in his own policy.

5. PHOTOGRAPHS OF PROJECT

As provided in paragraph 50 of the General conditions, the Contractor will furnish photographs in the number, type, and stage as enumerated below:

6. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED UNDER PARAGRAPH 52 OF THE GENERAL CONDITIONS

Given on Pages _____, _____ and _____..

7. BUILDER'S RISK INSURANCE

As provided in the General Conditions, paragraph 28(e), the Contractor will/will not* maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

***Strike out one.**

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts under $10,000)

During the performance of this contract, the contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) Contractors shall incorporate foregoing requirement in all subcontracts.

B. *Contracts Subject to Executive Order 11246, as Amended*

(Applicable to Farewell assisted construction contracts and related subcontracts exceeding $10,000)

During the performance of this contract, the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination

clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers within which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulation and relevant order of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, or which any of such rules, regulation, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase orders as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the

event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

8. *Home town or Imposed Plans*

In areas where a home town plan or imposed plan is operative, the Community Development Block Grant Recipient must contact the appropriate HUD Equal Opportunity Office for specific instructions.

9. *CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS*

(Applicable to Federally assisted construction contracts and related subcontract exceeding $100,000)

Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USE 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USE 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following.

(1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USE 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USE 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include, or cause to be included,

the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

10. SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structured)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. the Contractor and Subcontractor shall comply with the provisions for the elimination of lead-base paint hazards under sub-part B of said regulations. the Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosive (Modify as Required)

When the use of explosive is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other undergoing structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosive by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under those specifications or contract.

D. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USE 170(u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder.

(2) The "Section 3 clause" set forth in 24 CFR 135.20(b) shall form part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents".

(3) Contractors shall incorporate the "Section 3 clause" shown below and the foregoing requirements in all subcontracts.

AI-31644 **10. F.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Ester Gonzalez-Garcia

Department: URBAN COUNTY

Information

CAPTION

1. Urban County Program is requesting consideration and approval to modify the Construction Contract Change Order Request No. 2 previously submitted to the General Land Office (GLO) Contract No. 10-5066-000-5043 (formerly TDRA DRS010068), regarding the Pct. 1 Delta Outfall Drainage System Improvements Project. The Change Order will increase the number of calendar days allotted in the construction service contract awarded to Tropical Construction, LLC. , by sixty (60) days for a total of 194 days.

2. Consideration and approval to authorize the County Judge to sign any and all documents associated with Change Orders and/or Amendments pertaining to GLO Contract No. 10-5066-000-5043.

BACKGROUND

Due to extenuating circumstances, beyond our control, preventing the completion of contract activities within the prescribed contract period, it is necessary that we request an extension of the original construction contract close-out date. Attached for your reference is the justification letter from the project engineer, Dos Logistics, and change order request data.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

revised backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/26/2012 03:40 PM
Olga Garza	Olga Garza	03/29/2012 09:27 AM
Purchasing Department	Angela Garcia	04/02/2012 09:08 AM

Form Started By: Mary Flores Started On: 03/26/2012 03:27 PM

Final Approval Date: 04/02/2012

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. 31644
Ester Gonzalez-Garcia

Date: **March 26, 2012** Meeting Date Request: April 10, 2012

Deadline for Action: April 10, 2012 Contact Person: ***Diana R. Serna***

Department: ***Urban County Program*** Phone: **(956) 787-8127** Fax: **(956) 787-5291**

Diana R. Serna, UCP Director

Caption:

Urban County Program is requesting consideration and approval to modify the Construction Contract Change Order Request No. 2 previously submitted to the General Land Office (GLO) Contract No. 10-5066-000-5043 (formerly TDRA DRS010068), regarding the Pct. 1 Delta Outfall Drainage System Improvements Project. The Change Order will increase the number of calendar days allotted in the construction service contract awarded to Tropical Construction, LLC. , by sixty (60) days for a total of 194 days.
Consideration and approval to authorize the County Judge to sign any and all documents associated with Change Orders and/or Amendments pertaining to GLO Contract No. 10-5066-000-5043.

Background:

Due to extenuating circumstances, beyond our control, preventing the completion of contract activities within the prescribed contract period, it is necessary that we request an extension of the original construction contract close-out date. Attached for your reference is the justification letter from the project engineer, Dos Logistics, and change order request data.

Deputy Director: **Finance:**

Please initial for approval:
Legal Counsel **Budget** **Human Resources**

Dept./Fund No. Amt. Expended: $ Funds/Staffing Budgeted: Yes: No:
Account Code: Impact on Future Budget: Yes No

Comments:
Action taken by Commissioner's Court:
Approved Tabled Denied Motion made by Seconded Vote

DL, INC.
DOS LOGISTICS, INC.

Corporate Office

April 04, 2012

Diana Serna
Director
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78539

Re: ***Hidalgo County Precinct # 1***
Delta Outfall System Drainage Improvement Project
Project # 6536-94-0309-5200-9000

Dear Ms. Serna

Please consider this letter as a request for approval of the change order and time extension to complete the above reference project.

This change order is to comply with Hidalgo County Precinct #1. The sixty (60) days time extension is due to delay from International Boundary and Water Commission (IBWC) in approving the sluice gate submittals.

As of today we are awaiting the sluice gate manufactures to finish and ship their product to the construction site. The projected date for the sluice gate to arrive at site is May 31, 2012.

We anticipate that the work on the Delta Outfall System Drainage Improvements Project will be completed by Saturday, June 30, 2012. Should you have any questions feel free to call me at 956-968-8800.

Respectfully,

Luis J. Nava P.E. 4/4/2012
Luis J. Nava, P.E.
Project Engineer

cc. Mr. Antonio Barco, Hidalgo County Urban County, Deputy Director
Ms. Ester Gonzalez, Hidalgo County Urban County, Program Coordinator

Form 9-4 Construction Contract Change Order Approval Request

Owner: Hidalgo County Precinct No. 1 Phone #: (956)968-8733	**Contract For:** Pct. 1 Delta Outfall System Drainage Improvements Project	**Date:** April 04, 2012 **Project No.:** 6536-65-0309-5000-9100-UCP-EGG
Contractor: Tropical Contracting, LLC 6363 De Zavala, Ste. 107 San Antonio, TX 78249 Agreement Date: April 5, 2011 Phone #: (210)224-7920	**Engineer:** Dos Logistics, Inc. 100 E. Exp. 83, Weslaco, Tx Phone #: (956)968-8800 Engineer's Project No.: 6536-91-0309-5100-9110-UCP-EGG	**DR Contract No.:** DRS010068 **GLO Contract No.:** 10-5066-000-5043 **Change Order No.:** 2

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes-Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	Install 2-20' Metal Gates		$4,500.00
2	Provide 4-10' Hoses for 12" Pimps with quick connectors		$8,700.00
3	Concrete Rip-Rap was increase from 290 CY to 540 CY		$53,700.00
4	Re-Mobilization		$5,000.00
5	Install 105' of Metal Guard Rail		$2,625.00
6	60 Construction Days were added for a new total of 194 Construction Days	N/A	N/A

Change in Contract Price:	**Change in Contract Time:**
Original Contract Price: $ 916,512.02	Original Contract Time: 120 days
Previous Change Order(s) No. 1 to No. 1 $ (100,999.22)	Net Change From Previous Change Order 14 days
Contract Price Prior to this Change Order: $ 815,512.80	Contract Time Prior to this Change Order 134 days
Net Increase/Decrease of this Change Order: $ 74,525.00	Net Increase/Decrease of this Change Order 60 days

Contract Price With all Approved Change Orders: $ 890,037.80	Contract Time With All Approved Change Orders 194 days
Cumulative % Change in Contract Price: 2.90 %	

DR Division reimbursement of costs approved by this change order is subject to approval by TDRA.

RECOMMENDED: Engineer	APPROVED: Owner	ACCEPTED: Contractor
By: Luis J. Mata Print Name	By: _____ Print Name	By: _____ Print Name
Luis J. Mata P.E. Authorized Signature	_____ Authorized Signature	_____ Authorized Signature
Date: 4/4/2012	Date: _____	Date: 4/4/2012

Grantee: Hidalgo County Urban County Program
DRS Contract No.: DRS010068
Change Order No.: 1

JUSTIFICATION FOR CHANGE

1.

2. Will this Change Order increase or decrease the number of beneficiaries?
   ☐ Increase ☐ Decrease ☒ No Change

   If there is a change, how many beneficiaries will be affected: Total _____ L/M _____

3. Effect of this change on the scope of work:
   ☐ Increase ☐ Decrease ☒ No Change

4. Effect on operation and maintenance costs:
   ☐ Increase ☐ Decrease ☒ No Change

5. Are all prices in the change order dependent upon unit prices found in the original bid?
   ☒ Yes ☐ No

   If "NO", explain:

6. Will this change order be completed within the contract period?
   ☐ Yes ☒ No

   If "NO", expected completion date: June 30, 2012

7. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?
   ☐ Yes ☒ No

If "YES", is an Environmental Re-assessment required? ☐ Yes ☐ No

8. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid:

☒ Yes ☐ No

9. Is the TCEQ permit approval still valid? (sewer projects only) ☐ Yes ☐ No
This is a street and drainage improvement project. N/A

10. Are the handicapped access requirements/approval still valid (if applicable)?
N/A ☐ Yes ☐ No

11. Are other Disaster Recovery contractual special condition clearance still valid?
☒ Yes ☐ No

(If no, specify):

AI-31659 **11. A.**

CC REGULAR

Meeting Date: 04/10/2012

Department: ELECTIONS DEPT.

Information

CAPTION

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

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Dept). City of Granjeno has no outstanding balance at this time.

Attachments

City of Granjeno - 2012

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/28/2012 07:03 AM
Roland Garcia	Rolando Garcia	03/28/2012 08:48 AM
Purchasing Department	Angela Garcia	04/02/2012 09:08 AM

Form Started By: Amanda Valdez Started On: 03/27/2012 04:24 PM

Final Approval Date: 04/02/2012

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 GRANJENO**, 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 <u>each</u> 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

Mr. Eddie Cisneros
City Manager
City of Granjeno
6603 South FM 494
Mission, TX 78572

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

ARTICLE VII

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

ARTICLE VIII

GENERAL PROVISIONS

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

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

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

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

SIGNED this 9th day of March, 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 GRANJENO
ENTITY

BY: _____

PRINT: MR. EDDIE CISNEROS
TITLE: CITY MANAGER

ATTEST

BY: _____

PRINT: Amanda Cisneros
TITLE: Mayor Pro-Tem

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 Granjeno Mayor & Commissioner	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	2	$20.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidates/ Responses)	$10.00	8	$80.00
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	$1,842.50

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	$1,860.00
	Administrative Fees (10%)	$186.00
	ESTIMATE GRAND TOTAL	$2,046.00

NOTE: Not all supplies are inclusive

AI-31660 **11. B.**

CC REGULAR

Meeting Date: 04/10/2012

Department: ELECTIONS DEPT.

Information

CAPTION

Presentation of Election Day polling sites for the Hidalgo County Primary Election.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

ED Polling Locations

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/28/2012 07:04 AM
Roland Garcia	Rolando Garcia	03/28/2012 08:50 AM
Auditor's Office	Arcilia Duran	03/28/2012 10:21 AM
Purchasing Department	Marty Salazar	03/28/2012 01:05 PM

Form Started By: Amanda Valdez Started On: 03/27/2012 04:29 PM

Final Approval Date: 03/28/2012

PRIMARY ELECTION (New Precincts)
MAY 29, 2012
ELECTION DAY POLLING LOCATIONS
HIDALGO COUNTY, TEXAS
POLLS OPEN from 7:00 A.M. to 7:00 P.M.

	PRECINCT	CITY	BUILDING	ADDRESS	LOCATION
1	**91**, 177, 178 & 229	Alamo	Templo Inspiracion Pentecostes	329 E. El Gato Rd.	Cafeteria
2	**123**, 127, 176, 251 & 255	Alamo	Alamo Community Building	130 S. 8th	
3	77, 130, 242 & **253**	Alamo	North Alamo Elem. School	733 N. Alamo Rd.	
4	44**, 126,** 181 & 192	Alamo	Guerra Elem. School	807 FM 495	
5	**88,** 205, 211, 212 & 247	Alton	City Hall	509 S. Alton Blvd.	Conference Room
6	**3**, 55, 171, 174 & 232	Donna	Amigos Del Valle	1408 Silver	
7	23, **120,** 172, 173 & 175	Donna	Boys and Girls Club	307 Miller	SW Corner Room
8	**45**, 87 & 157	Donna	W.A. Todd 9th Grade Campus	400 N. Salinas Blvd.	Room 132
9	**16**, 79 & 179	Edcouch	Edcouch Fire Station	201 Santa Rosa Ave.	Station Entrance
10	**14**, 151 & 152	Edinburg	Jefferson Elementary School	904 S. 12th St.	Main Entrance
11	**30** & 31	Edinburg	Edinburg North High School	3101 North Closner	Main Entrance
12	**105**	Edinburg	B.L. Garza Middle School	1202 N. MonMack Road	Gym
13	108 **& 109**	Edinburg	Edinburg Fire Station	212 W. McIntyre St.	Training Room
14	52, **106** & 224	Edinburg	Canterbury Elementary School	2821 W. Canton Road	Gym
15	13, **107** & 201	Edinburg	South Middle School	601 W. Freddy Gonzalez	Main Entrance
16	**53** & 158	Edinburg	Francisco Barrientes School	1100 E. Ebony Lane	Main Entrance
17	**239**	N. Edinburg	Guerra Elem. School	10010 N. Via Fernandez	
18	**69**	Edinburg	Avila Elem. School	9205 N. Alamo Rd.	
19	**68 &** 154	Edinburg	Montecristo Elem. School	4010 N. Doolittle Rd.	
20	221, 222, **223** & 230	Edinburg	Magee Elem. School	3420 W. Rogers Rd.	
21	15, 70, **90**, 153, 119, 191, 237 & 225	Elsa	John F. Kennedy School	500 W. 9th	Room H-2
22	**12 &** 82	Granjeno	Granjeno City Hall	6603 S. FM 494	
23	**18**, 92 & 180	Hargill	Hargill Elementary School	11 Miles N. of Edg. On Hwy 281	
24	20, 233 & **234**	Hidalgo	Hidalgo City Hall	704 E. Texano	Council Chambers
25	29, **100**, 185, 187 & 208	La Joya	EB Reyna Elementary	3 Miles W. Mission on Exp. 83	
26	**11**, 196, 197, 198 & 257	La Joya	City Hall	101 N. Leo Ave.	
27	64, **99**, 183, 217, 219 & 254	La Joya	Kika De La Garza School	5441 N. La Homa Road	
28	**17**, 169 & 184	La Villa	La Villa High School	200 W. Hwy 107	Auditorium
29	8, **150** & 252	McAllen	STC Nursing Center	1101 E. Vermont Ave.	
30	**47,** 49 & 231	McAllen	Bowie Special Education Dept.	2604 Galveston	Cafeteria
31	**48**, 95, 149, 193 & 214	McAllen	Palmview Community Center	3401 Jordan Avenue	Conference Room
32	**65**, 84, 161, 162 & 163	McAllen	Dr. Castañeda Elementary	4100 N. 34th St.	Gym/South Side
33	**73** & 96	McAllen	Rayburn Elem. School	7000 N. Main	Main Entrance
34	72, **81** & 200	McAllen	Lark Community Center	2601 Lark Avenue	Conference Room
35	**97,** 164 & 216	McAllen	Facilities & Operations Bldg.	4309 Warrior Ave	Gym
36	62, 124, **134**, 135 140, 141, 160 & 168	McAllen	Milam Elementary School	3800 N. Main St.	South East Hallway
37	**26**, 27, 138 & 139	McAllen	Tax Office	311 N. 15th St.	Foyer
38	**37**, 66, 67 & 136	McAllen	Crockett Elementary School	2112 N. Main St.	Cafeteria
39	**54**, 74, 199 & 201	McAllen	Cayetano Cavazos Elem.	1501 W. Freddy Gonzalez	Main Entrance
40	**7**, 34, 139, 148 & 246	McAllen	Palmer Pavilion	301 E. Hackberry	
41	74, 129, 166, 167, 206 & **207**	McAllen	Fossum Middle School	7800 N. Ware Rd.	
42	24 & **76**	McCook	Immaculate Parish Hall	28212 S. FM 2058	Main Lobby

43	1, 46, **85** & 213	Mercedes	Taylor Zachary	900 N. Missouri	Cafeteria
44	**32** & 249	Mercedes	Mercedes City Hall	400 S.Ohio Avenue	
45	**56** & 202	Mercedes	Mercedes Early Childhood Ctr.	950 W. 6th	Library
46	**9,** 218, 220, 243 & 248	Mission	Veterans Memorial High School	700 E. 2 Mile Road	Cafeteria
47	**103**	Mission	Kika De La Garza Building	921 E. 12th St.	Main Entrance
48	**10,** 63 & 102	Mission	Mission City Hall	1201 East 8th	Community Room
49	75, 89, 125, 131, 132, 133, 165, 182, 209, 241, **244** & 256	Mission	Salinas Elementary School	6 3/4 Miles North Conway	Cafeteria
50	93, **94**, 128 & 204	Mission	Our Lady of Guadalupe Church	620 Dunlap	Parish Hall
51	28 & **98**	Mission	O'Grady Elem. School	810 W. Griffin Parkway	Library
52	**33**	Monte Alto	Monte Alto Community Center	1st & Elizabeth St.	Community Center
53	86, **101** & 236	Palmhurst	Faith Baptist Church	4301 N. Shary Road	Fellowship Hall
54	**78**, 186 & 210	Palmview	Co. Comm. Pct. #3 Ofc.	724 Breyfogle Road	Main Entrance
55	**50**, 145, 170, 194 & 195	Penitas	JFK Elementary in La Joya ISD	1801 Diamond Avenue	
56	**61**	Pharr	Napper Elementary School	903 N. Flag St.	Cafeteria
57	**115**	Pharr	Buckner Elementary	1001 N. Fir	Cafeteria
58	**122**, 226, 227 & 228	Pharr	Valley View 6th Grade Campus	9701 S. Jackson Rd	Cafeteria
59	6 & **35**	Pharr	Jose Pepe Salinas Center	1011 W. Kelly	Conference Room
60	25, **36** & 147	Pharr	Liberty Middle School	1212 S. Fir	
61	5, 137 & **146**	Pharr	Las Milpas Comm. Center	7101 S. Cage Blvd.	Main Entrance
62	**60**, 116, 142, 143, 144 & 240	Pharr	PSJA North High School	500 E. Earling Rd.	Lobby
63	**40**, 155, 235 & 238	Progreso	Progreso Community Center	Mi. N. Military 281 from FM 10	Auditorium
64	**43**, 104, 189 & 190	San Carlos	San Carlos Elementary School	2 Mi. S. of E. Hwy. 107 on 3rd	Main Entrance
65	59, **117**, 159 & 245	San Juan	San Juan Fire Station #2	2301 N. Longoria Road	Conference Room
66	**4** & 118	San Juan	Austin Middle School	804 S. Stewart Rd.	Portable Bldg. 8 & 9
67	**39** & 156	San Juan	Garza-Pena Elementary School	230 E. Sgt. Leonel Trevino	Cafeteria
68	**19**	San Manuel	St. Anne Church	North 281	Main Entrance
69	**38**, 188, 203 & 215	Sharyland	Bannworth	1822 N. Shary Rd.	Main Entrance
70	**83**	Sharyland	John S. Shary Elementary	2300 N. Glasscock	Cafeteria
71	**51 &** 80	Sullivan	Fire Station	500 Cenizo Drive	Main Entrance
72	41, **57,** 110 & 250	Weslaco	Co. Commissioner Pct. #1	02 Joe Stephens Avenue, Ste.	Lounge Area
73	71, **113** & 114	Weslaco	Stephen F. Austin School	514 W. 4th St.	USDA Building
74	**2, 111,** 112 & 121	Weslaco	Historical City Building	500 S. Kansas	Comm. Chambers
75	21, 22, **42** & 58	Weslaco	Pete Abrigo Agr. Sci. Complex	1601 W. Sugar Cane Dr.	FFA Complex

AI-31646 **12. A.**

CC REGULAR

Meeting Date: 04/10/2012

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Recognition of Brad Cowan for receiving the Beef County Extension Agent of the Year Award from Texas and Southwestern Cattle Raisers Association.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Award

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/27/2012 07:06 AM
Erika Zamora	Erika Zamora	03/30/2012 12:34 PM
Purchasing Department	Angela Garcia	04/02/2012 09:08 AM

Form Started By: Nora Linda Cruz Started On: 03/26/2012 03:44 PM

Final Approval Date: 04/02/2012

TEXAS AND SOUTHWESTERN CATTLE RAISERS ASSOCIATION

1301 W. Seventh St., Suite 201 ◆ Fort Worth, Texas 76102 ◆ 817-332-7064 ◆ Fax 817-332-6441

March 8, 2012

Mr. Brad Cowan
Hidalgo County Extension Office
410 N. 13th Avenue
Edinburg, TX 78541

Dear Mr. Cowan:

On behalf of Texas and Southwestern Cattle Raisers Association, I would like to congratulate you on your Beef County Extension Agent of the Year Award. As recipient of this award, we would like to offer you a complimentary registration at our Annual Convention and Trade Show. The 2012 event will be held March 29-April 1, 2012 in Fort Worth.

You will also be recognized during our closing session luncheon. Thank you for your contributions to the cattle industry and we feel that this award is very well deserved. I look forward to seeing you in Fort Worth.

Regards,

Stacy Fox

Stacy Fox
Manager, Member Programs

AI-31645 **13. A.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Teresa Flores

Department: HEAD START

Information

CAPTION

Discussion/Approval of Supplemental Application for Expansion Funds - American Recovery and Reinvestment Act (ARRA), Cost of Living Adjustment (COLA) and Training and Technical Assistance (T/TA) Grant Number 06CH0183

BACKGROUND

Policy Council Approval: 04.04.12

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

ARRA expansion funds approximately $406,986.00

Attachments

COLA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/28/2012 03:18 PM
Roland Garcia	Rolando Garcia	03/29/2012 09:00 AM
Purchasing Department	Angela Garcia	04/02/2012 09:08 AM

Form Started By: Linda Galaviz Started On: 03/26/2012 03:32 PM

Final Approval Date: 04/02/2012

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: March 26, 2012

SUBJECT: Discussion/Approval Supplemental Application for Expansion Funds - American Recovery and Reinvestment Act (ARRA), Cost of Living Adjustment (COLA) and Training and Technical Assistance (T/TA) Grant Number 06CH0183

RATIONALE/NEED: Approval is needed for the Hidalgo County Head Start Program (HCHSP) to submit a supplemental application to continue operations for the expansion services funded under the American Recovery and Reinvestment Act, provide a 1% cost of living adjustment (COLA) increase to assist in maintaining the quality of Head Start services, retaining qualified staff and offsetting higher operating costs and increase training and technical assistance (T/TA) funds. Some equity and parity adjustments are also proposed for one area.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Supplemental Application Information

****

INITIATED BY: Edmundo Garcia, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Policy Council Members
Commissioners' Court Members

FROM: Teresa Flores, Executive Director

SUBJ: Supplemental Application

DATE: March 26, 2012

The Hidalgo County Head Start (HCHSP) is submitting a supplemental application to continue operations for the **expansion services** funded under the American Recovery and Reinvestment Act, provide a minimum of .72 percent **cost-of-living adjustment (COLA)** increase to assist in maintaining the quality of Head Start services, retaining qualified staff and offsetting higher operating costs and to increase **training and technical assistance (T/TA) funds**. The table below identifies the allocations by program account (PA):

Category	Program Account	Amount
Expansion	4122	$225,000
COLA	4122	$180,036
T/TA	4120	$1,950
		$406,986

The **Expansion Fund** will provide needed funds to sustain our expansion enrollment for the additional 120 three year old children from September 30, 2012 until the next budget period in FY2013. This expansion funding will allow the Hidalgo County Head Start Program to continue paying the salaries of seven (7) teachers, seven (7) assistant teachers, two (2) support service assistants, four (4) bus drivers, four (4) bus aides and two(2) clerks. All Program operations related to serving these children will be able to continue uninterrupted.

This **Cost of Living Adjustment** will make it possible for the Hidalgo County Head Start Program to retain appropriately certified and adequately trained personnel at all levels of the organization. Funding for **COLA** will continue to be used to increase staff salaries and fringe benefits and to provide equity and parity within the organizational structure. Other funds as described below will also be used to supplement the COLA and provide a **1%** increase for all positions in the Program.

Program staff periodically reviews positions to maximize federal funds by streamlining positions and responsibilities and to provide equity and parity with similar positions within departments and across departments. At this time the Maintenance Department positions have been reviewed for equity and parity and some changes are proposed. The salaries for all Maintenance Department workers will reflect equitable salaries for similar job assignments. The salaries for the two supervisors will be made equivalent to the non-degreed facilitator positions in other departments. Funds from three deleted positions, an inventory clerk, a finance department clerk and a center manager position will provide the addition funds for these adjustments and to provide the 1% for COLA for all positions. The adjustment to address the Maintenance Department equity and parity needs will require $11,688.95.

The additional **Training and Technical Assistance funds** will make it possible for the Hidalgo County Head Start Program to address the training and professional development needs of the staff employed under the Expansion Funds. The classroom personnel will continue to be provided with educational benefits to enhance their level of education, thus directly impacting the development process of our children and families.

The complete Supplemental Application is attached for review and approval.

Supplemental Application for Expansion Funds-American Recovery and Reinvestment Act (ARRA),Cost-of-Living(COLA) Adjustment and Training and Technical Assistance (T/TA)
Grant Number 06CH0183

NARRATIVE

The Hidalgo County Head Start (HCHSP) is submitting a supplemental application to continue operations for the expansion services funded under the American Recovery and Reinvestment Act, provide a minimum of .72 percent cost-of-living adjustment (COLA) increase to assist in maintaining the quality of Head Start services, retaining qualified staff and offsetting higher operating costs and increase training and technical assistance (T/TA) funds. HCHSP continuously focuses on maximizing resources, financial and otherwise, to provide an individualized program of services for every child and family enrolled. A comprehensive systematic process to determine the beginning point of impact to meet each child's social, emotional, cognitive and physical needs on a daily basis is activated beginning with the first day of services. Furthermore, all systems and functions carry established procedures with checks and balances to insure that all activities meet the Head Start Standards and are geared toward meeting the requirements of school readiness. The supplemental funds requested through this application will ensure that the Program staff continues in their quest to a holistic approach to teaching and learning.

Expansion Funds

These **Expansion Funds totaling $225,000** will provide needed funds to sustain our expansion enrollment for the additional 120 three year old children from September 30, 2012 until the next budget period in FY2013. This expansion funding will allow the Hidalgo County Head Start Program to continue paying the salaries of seven (7) teachers, seven (7) assistant teachers, two (2) support service assistants, four (4) bus drivers, four (4) bus aides and two(2) clerks. The seven additional classrooms have been placed in locations where the waiting lists have exceeded 50% of the three year old children enrolled in the Program. All Program operations related to serving these children will be able to continue uninterrupted. The children and their families will continue to receive comprehensive Program services including teaching in the eight domains: Language Development; Literacy; Mathematics; Science; Creative Arts; Social and Emotional Development; Approaches to Learning; and Physical Health and Development.

The 2010 Hidalgo County Head Start Community Assessment identified a significant number of 0-5 year old children eligible for Head Start services. Data released from Census 2000 showed that the total number of children under the age of 5 in Hidalgo County was 58,138 or about 10% of the total population. In 2009, children under 5 numbered 87,589. These figures correspond to a 64% and 147% increase, respectively, from the 1990 Census, when the number of children

under 5 was 35,438 and represented about 9 percent of all county residents. In 2009, children under 5 comprised 12 percent of the population.

The Community Assessment also identified the need to provide assistance to working parents by offering services that would allow them to remain employed and participate in trainings. The proposed program option and service strategy for participants in the Hidalgo County Head Start expansion project is center-based, with the following hours of operation:

- Extended Day Service 7:30 am to 5:30 PM
- Full Day Service 7:30 am to 3:30 PM
- Part Day Service 7:30 am to 1:00 PM

Training and Technical Assistance

The additional **Training and Technical Assistance funds** will make it possible for the Hidalgo County Head Start Program to address the training and professional development needs of the staff employed under the Expansion Funds. This group includes 7 teachers, 7 assistant teachers, 4 bus drivers, 4 bus aides, 2 support service assistants, and 2 clerks. These funds will supplement Hidalgo County's Head Start continuous commitment to the professional development of staff. The classroom personnel will continue to be provided with educational benefits to enhance their level of education, thus directly impacting the development process of our children and families. The intent is having 50% of the teachers meet the Head Start mandate for a bachelor's degree by 2013. Non-classroom staff will also be offered the opportunity to pursue a degree in early childhood education. Staff is reimbursed for all educational expenses as they pursue Associate's or Bachelor's degrees in early childhood education and are also provided with paid educational leave to accomplish their educational goals.

Staff members who receive reimbursement for educational expenses must commit to remain working for the Program for at least three years after receiving the associate's or bachelor's degree. So these funds will also benefit the Program in the retention of qualified staff.

This funding opportunity will also make it possible for the Hidalgo County Head Start Program to realize substantial gains in meeting its long term goals and objectives outlined in the Strategic Plan, while implementing measures to address our more immediate and short term needs. Our goal is to promote WORKFORCE DEVELOPMENT, INFRASTRUCTURE DEVELOPMENT AND PROGRAM AND SERVICES DEVELOPMENT.

Staff Qualifications

The Hidalgo County Head Start Program employs a total of 830 staff members, including 57 substitute teachers and 26 Child Nutrition employees funded under the Texas Department of Agriculture. All employees hired meet the qualifications specified for the approved job description for any given position.

The Program places emphasis on upgrading job descriptions of key positions so that vacancies created through attrition/resignations require the replacement to have a college degree when appropriate. Additionally, paid educational leave is provided for non-classroom staff members who are currently seeking an associate's, a bachelor's degree, or a master's degree in their area of assignment. Financial assistance on a first come first serve basis is also provided for staff pursuing an associate's or a bachelor's degree.

Currently there are 303 employees with college degrees serving in different capacities. Thirteen staff in administrative/supervisory hold master's degrees including the Executive Program Director. Of the one-hundred ninety-nine (199) teachers in the Program, one-hundred thirty-nine (139) hold associate's degrees in early childhood education, fifty-eight (58) hold bachelor's degrees in early childhood education and two (2) hold master's degrees in education. One-hundred thirty-six (136) assistant teachers have the Child Development Associate (CDA), thirty (30) are enrolled in the CDA class and only thirty-three (33) need to meet the requirement. The four Education Area Directors and one Education Coordinator have master's degrees in education. The other Education Coordinator has a bachelor's degree in education. The Chief Financial Officer has a degree in accounting and extensive auditing experience. A Fiscal Officer with a degree in accounting assists the Chief Financial Officer.

Cost of Living Adjustment (COLA)

This **Cost of Living Adjustment** will make it possible for the Hidalgo County Head Start Program to retain appropriately certified and adequately trained personnel at all levels of the organization.

The Program staff works with the most challenging and youngest population in the county and it is critical for appropriately educated and/or experienced staff to be attracted, employed and retained. The strategies required to support successful recruitment efforts and to retain appropriately credentialed and degreed professional staff must reflect direct and permanent financial support. These strategies must also respond to an environment of increasing competition for degreed and credentialed staff, particularly from the School Districts (ISDs), who are charged with meeting the educational needs of the County's fast-growing school-aged population.

The funding for **COLA** will continue to be used to increase staff salaries and fringe benefits and to provide equity and parity within the organizational structure. It will directly contribute toward maximizing federal funds by streamlining positions and responsibilities to meet all Program requirements. The COLA supplemental funding will allow us to increase the Head Start pay scale and the corresponding fringe benefits for all positions across the Program by **1.0%.** The total required for providing a 1.0% increase in the hourly rate of pay for each Head Start employee subject to the provisions of Sections 653 and 640(j) of the Head Start Act is **$180,036.00**.

In summary, the COLA funds will:

- Contribute to providing the best quality services to the families of Hidalgo County.
- Increase the retention of qualified staff, especially at the classroom level.
- Assist in the recruitment of staff at all levels.
- Reduce the gap between the Program's teacher salaries and the School Districts' teacher salaries, the Program's main competitor.
- Reflect a supportive and caring environment for service providers.
- Make it possible for the organization as a whole to bring equity and parity across departments.

It will also definitely improve employee fringe benefits including health insurance, life insurance, Medicare benefits, pension benefits, workers' compensation and unemployment benefits.

Budget Narrative - Federal Share

The Hidalgo County Head Start Program is submitting a supplemental application for Expansion Funds, a Cost of Living Adjustment (COLA) and to increase training and technical assistance (T/TA) funds. The following proposed Federal program costs are accompanied with an explanation and justification for the proposed expenditures. All personnel costs are reasonable and conform to 2 CFR Part 225 Appendix B Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87).

Expansion Funds- September 30, 2012 to December 31, 2012

Personnel (Object class category 6.a)

All proposed salaries are appropriate and competitive in the region and the county. The staff of the Hidalgo County Head Start Program will meet all Head Start Requirements and regulations. Salaries are in alignment with prevailing wages in the area as well as with federally recommended levels. All salaries are in compliance with Section 653 of the Head Start Act. The salaries reflect thirteen weeks (53 days) of operation from September 30, 2012 through December 31, 2013. The calculations are projected on the salary scale including the proposed 1.0% in this supplemental application.

Position	Amount
Salaries for 13 weeks	
7 teachers($25,944.88 per year)with AA @ $6,486.22 ea. for 13 weeks	$45,403.54
7 assistant teachers($17,940.83 per year) @ $4,485.21 each for 13 weeks	$31,396.45
2 Support Service Assistants($18,886.19 per year) @ $4,721.55 each for 13 weeks	$9,443.10
4 Bus Drivers ($18,634.10 per year) @ $4,658.52 each for 13 weeks	$18,634.10
4 Bus Aides ($17,940.83 per year) @ $4,485.21 each for 13 weeks	$17,940.83
2 Center clerks ($17,940.83 per year) @ $4,485.21 each for 13 weeks	$8,970.42
Total Personnel (6a)	**$131,788.44**

Fringe Benefits (object class category 6.b)

In addition to adequate salaries the Hidalgo County Head Start staff receives a fringe benefit plan that is reasonable and conforms to 2 CFR Part 225 Appendix B Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87).

The fringe benefits costs included in this expansion application are as follows:

Fringe Benefit	Amount
FICA	$8,170.88
Unemployment	$843.45
Worker's Comp	0
Pension	$9,225.19
Medicare	$1,910.93
Life	$190.13
Health	$29,321.50
Total	**$49,662.08**

Supplies (object class category 6.e)

The instructional supplies purchased under this category will be used to carry out instructional activities in each of the seven (7) additional classrooms. Instructional materials will be purchased to address the individual needs of children identified through the use of the LAP-D, Learning Accomplishment Profile Diagnostic. The LAP-D is a diagnostic tool which assesses the domains of learning and development using a lap top. The 2011-2012 Pre and Mid-Year assessments indicate that the children's lowest performing areas were literacy and physical development. Instructional supplies and materials will be purchased to address these areas of greatest need. These resources will also in the development of school readiness skill for this age group of children. Below is the list of materials to be purchased:

Supplies and materials for physical development such as Lacing Skills Learning Center, Swing and Catch Cups, Easy Catch Play Balls, Peg Number Board, etc.	$28, 829.27
Supplies and materials for Early Literacy such as Upper Case Alphabet/Number Stampers, Lower Case Alphabet Stampers, Pre Writing Motor Skills Boards, etc.	$1,904,03
	$30,733.30

Other (object class category 6.h)

Transportation and utility costs have continued to escalate, thus these funds will also be utilized for these costs as services for the additional children are being provided. The following expenditures are included:

Fuel and Bus Repairs	$7,509,45
Utilities, Telephone	$5,306.73
Total	**$12,816.18**

Expansion Total	**$225,000.00**

Training and Technical Assistance Funds

The fourteen (14) classroom staff will be assisted with educational costs for them to continue their professional development and work towards a bachelor's degree in early childhood education and to participate in other training for the use of the instructional materials to be purchased to address the priority needs as measured by the Learning Accomplishment Profile Diagnostic, LAP-D.

Training and Technical Assistance Total	**$1,950.00**

Cost of Living Adjustment

The cost of living adjustment is clearly linked to improving the quality of services at all levels for the children enrolled in the Program. Children and families benefit significantly from a more experienced and a more educated staff. This adjustment will facilitate recruiting, employing and retaining the most qualified staff in the area. It will reduce the gap between the Program's hiring scale and the hiring scale of school districts in the area, thus making it less competitive and less difficult for the Program to find candidates with bachelor's degrees in early childhood education.

TOTAL FEDERAL SHARE	**$406,986.00**

Budget Narrative-Non-Federal Share

The following are the proposed Non-Federal Resources to be provided by The Hidalgo County Head Start Program. The listed resources meet the requirements for In-Kind contribution as per 2 CFR Part 225 Appendix B Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87).

The School Readiness Partnerships continues to grow as it supplements and enriches Head Start services by providing certified bilingual teachers in 15 classrooms. It also supplements program staff resources including instructional materials and staff development. The Program will expand to more classrooms in 2009-2010.

Personnel (Object class category 6.a			
Volunteer	Service Provided	Rate	Value
School teachers under the School Readiness Program	Classroom instructions to our children	6 teachers X $302.33/day X 53 days	$96,141.00
Classroom Assistants	Read stories, toileting, playground & lunchroom supervision	6 volunteers X 12.26 X 13 weeks X 5 hours	$4,781.00

Supplies (Object class category 6.a			
Used	Donation	Rate	Value
Classroom	Consumable (paper, art supplies, books and	N/A	$825.00

TOTAL NON-FEDERAL: IN-KIND	**$101,747.00**

APPLICATION GRAND TOTAL	**$406,986.00**

AI-31676 **14. A.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Raul E. Sesin, P.E.

Department: PLANNING DEPT.

Information

CAPTION

1. Reimbursement of a Cash Deposit
a. Flamingo Ranches Subdivision – Pct. 4 (BIC Development)
b. Paris Ranches Subdivision – Pct. 1 (BIC Development)

2. Release of Letter of Credit/ Replace with a Cash Deposit
a. Falcon's Nest Phase I Subdivision – Pct. 4 (Garco, Ltd)

BACKGROUND

Attachments

Flamingo Ranches; Reimburse

Paris Ranches; Reimburse

Falcon's Nest Phase I

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/28/2012 03:15 PM
Olga Garza	Olga Garza	03/29/2012 08:49 AM
Purchasing Department	Angela Garcia	04/02/2012 09:08 AM

Form Started By: Nora Cavazos Started On: 03/28/2012 01:24 PM

Final Approval Date: 04/02/2012

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

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

DATE: MARCH 28, 2012

RE: FLAMINGO RANCHES SUBDIVISION – PCT. 4

ON AUGUST 22, 2011, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF $52,500.00 WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY FIVE (35) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF THIRTY NINE THOUSAND DOLLARS($39,000.00). THIS REFLECTS THE INSTALLATION OF TWENTY SIX (26) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TWENTY (26) OUT OF THIRTY FIVE (35) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $39,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 52,500.00
1ST REIMBURSEMENT	$ 39,000.00
BALANCE	$ 13,500.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	

○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	

○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank -	52,500.00
Other	
TOTAL	52,500.00

Date Aug. 11 20 11

Received of: BIC Development Corp. $52,500.00

Fifty two thousand five hundred and 00/100 *Dollars*

Subdivision: Flamingo Ranches

Cash _____ Check # 1033 M.O. # _____

Received by: _____

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 64969 - 2/4

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

COUNTY AUDITOR'S FORM RE-PD-0001

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

1033

BIC DEVELOPMENT CORP
3910 W. Freddy Gonzalez Dr.
Edinburg, TX 78539
Office: 956-383-6295 381-0480
Fax: 956-381-1176

First National Bank
P.O. Box 810
Edinburg, TX 78540-0810
Customer Service 956-380-8530
88-2141/1149

7/27/2011

PAY TO THE ORDER OF HIDALGO COUNTY **52,500.00

Fifty-Two Thousand Five Hundred and 00/100********** DOLLARS

Security features included. Details on back.

HIDALGO COUNTY

FLAMINGO RANCHES - SEPTIC TANK ESCROW

MEMO

AUTHORIZED SIGNATURE

⑈001033⑈ ⑆114921415⑆ ⑈0140020144⑈

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT
County Of Hidalgo

HEALTH DEPARTMENT
COUNTY OF HIDALGO

March 23, 2012

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

RE: FLAMINGO RANCHES

Dear Mr. Sesin:

According to our records, 26 out of 35 lots in **FLAMINGO RANCHES have** septic tank systems installed and can be expected to function properly..**FLAMINGO RANCHES SUBDIVISION is** located at Ingle & Doolittle in Edinburg, tx

Sincerely,

Elizardo "Chardo" Ramos
Environmental Health Division Manager

1304 S. 25th Edinbuirg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

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

DATE: MARCH 28, 2012

RE: PARIS RANCHES SUBDIVISION – PCT. 1

ON JULY 26, 2011, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF $15,000.00 WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TEN (10) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF SEVEN THOUSAND FIVE HUNDRED DOLLARS($7500.00), THIS REFLECTS THE INSTALLATION OF FIVE (5) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FIVE (5) OUT OF TEN (10) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $7,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 15,000.00
1ST REIMBURSEMENT	$ 7,500.00
BALANCE	$ 7,500.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank - 10' –	15,000.00
Other	
TOTAL	15,000.00

Date July 1 20 11

Received of: BIC Development, Corp. $ 15,000.00

Fifteen thousand and 00/100 Dollars

Subdivision: Paris Ranches

Cash _____ Check # 1021 M.O. # _____

Received by: _____

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 64736 - 2/4

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

COUNTY AUDITOR'S FORM RE-PD-0001

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

BIC DEVELOPMENT CORP
3910 W. Freddy Gonzalez Dr.
Edinburg, TX 78539
Office: 956-383-6295
Fax: 956-381-1176

First National Bank
P.O. Box 810
Edinburg, TX 78540-0810
Customer Service 956-380-8530
88-2141/1149

1021

6/21/2011

PAY TO THE ORDER OF HIDALGO COUNTY $ **15,000.00

Fifteen Thousand and 00/100********** DOLLARS

Security features included. Details on back.

HIDALGO COUNTY

MEMO PARIS RANCHES-SEPTIC TANK ESCROW

AUTHORIZED SIGNATURE

⑈001021⑈ ⑆114921415⑆ ⑈0140020144⑈

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT
County Of Hidalgo

HEALTH DEPARTMENT
COUNTY OF HIDALGO

March 23, 2012

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

RE: PARIS RANCHES

Dear Mr. Sesin:

According to our records, 5 out of 10 lots in **PARIS RANCHES have** septic tank systems installed and can be expected to function properly..**PARIS RANCHES SUBDIVISION is** located at FM 107 & Mile 6W Elsa Tx.

Sincerely,

Elizardo "Chardo" Ramos
Environmental Health Division Manager

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

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

DATE: MARCH 28, 2012

RE: FALCON'S NEST PHASE I SUBDIVISION NO. 1 – PCT. 4

ON NOVEMBER 14, 2006, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A LETTER OF CREDIT IN THE AMOUNT OF $10,000.00 WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THE REMAINING TEN (10) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A RELEASE OF LETTER OF CREDIT AND IS RESTRUCTURING/REPLACING THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF NINE THOUSAND DOLLARS TO SECURE THE INSTALLATION OF THE REMAINING NINE (9) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FIFTEEN (15) OUT OF TWENTY FOUR (24) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE RELEASE OF LETTER OF CREDIT IN THE AMOUNT OF $10,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

LETTER OF CREDIT NO. 40610

AMOUNT	$ 10,000.00
BALANCE	$ 0

CASH DEPOSIT

AMOUNT	$ 9,000.00
BALANCE	$ 9,000.00

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT
County Of Hidalgo

RENEWAL AND EXTENSION OF IRREVOCABLE LETTER OF CREDIT NO. 40610

TO: COUNTY JUDGE, Ramon Garcia , HIDALGO COUNTY, TEXAS

DATE: April 16, 2011 Subdivision Name: **Falcon's Nest Subdivision Phase I**

We hereby authorize you to draw at sight on First National Bank, for the account of Garco, Ltd. up to the aggregate amount of Ten Thousand Dollars and No Cents ($10,000.00) available by our draft, accompanied by a certification by the County Planning Department or County Judge that the following condition exists:

"A Condition of Draw exists under the Subdivision Construction Agreement dated April 6, 2010 and between Subdivider and Hidalgo County. County is in substantial compliance with the terms of said Agreement and has calculated the amount of this draft in accordance with the terms of the Agreement."

Drafts must be drawn and presented by or on April 16, 2012 by the close of business of the Issuer of this credit and must specify the date and number of this credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws are permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letter authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit will be surrendered to us.

Except as expressly stated this credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce (Publication No.400).

This credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

Issuer: First National Bank

Address of Issuer: PO Box 810, Edinburg, TX 78539 956-385-3518

Officer: Jon Gillespie, Vice Chairman

Authorized Signature: Jon Gillespie

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Date Feb. 27 2012

Received of: Garco, Ltd. $ 9,000.00

Nine thousand and 00/100 Dollars

Subdivision: Falcon's Nest

Cash _____ Check # 001182 M.O. # _____

Received by: Raul. Castillo

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank - 9	9,000.00
Other	
TOTAL	9,000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 66039 - 2/4

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

COUNTY AUDITOR'S FORM RE-PD-0001

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

Lone Star National Bank 88-1168/1149
We Make Banking Easy℠
1-800-580-0322 ext. 2444

001182

2/22/2012

PAY TO THE ORDER OF HIDALGO COUNTY $ **9,000.00

Nine Thousand and 00/100********** DOLLARS

HIDALGO COUNTY

MEMO FALCON'S NEST SEPTIC TANK ESCROW

⑈001182⑈ ⑆114911687⑆ 710 13539⑈

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HEALTH DEPARTMENT
COUNTY OF HIDALGO

March 23, 2012

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

RE: FALCON'S NEST

Dear Mr. Sesin:

According to our records, 15 out of 24 lots in **FALCON'S NEST have** septic tank systems installed and can be expected to function properly..**FALCONS NEST SUBDIVISION is** located at FM 2812 & Doolittle in Edinburg, tx

Sincerely,

Elizardo "Chardo" Ramos
Environmental Health Division Manager

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

AI-31780 **15. A.**

CC REGULAR

Meeting Date: 04/10/2012

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Change Order No.2 increase in the amount of $11,387.50 with Asago Construction (Contracted vendor, for "South Tower road Project") reflecting additions listed on change order due to extending project limit for future expansion, with authority for County Judge or Court member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1339-431-00-122-031-0-731

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

BUDGETARY IMPACT:

PO #669184 available balance of $47,989.04.

* account balance of $78,621.96 as of 4/04/2012

Attachments

CO #2

PO Increase

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/04/2012 03:16 PM
Purchasing Department	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Yolanda Cisneros Started On: 04/04/2012 02:32 PM

Final Approval Date: 04/05/2012

CHANGE ORDER NUMBER TWO (2)

PROJECT: Hidalgo County Pct. 2 – S Tower Road – Street & Drainage Improvements

DATE OF ISSUANCE: April 10, 2012 **EFFECTIVE DATE:** April 10, 2012

OWNER: HIDALG COUNTY URBAN COUNTY / HIDALGO COUNTY PRECINCT NO. 2

OWNER's Contract No. 5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731

CONTRACTOR: Asago Construction
2113 Pecos Street
Mission, TX 78573

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. Reduce excavation by 677 CY.
2. Increase embankment by 841 CY
3. Increase flex base (caliche) and lime treat (new) by 571 SY.
4. Increase lime treat (existing) by 349 SY.
5. Increase lime slurry by 12 tons.
6. Increase prime coat by 92 gallons.
7. Increase concrete curb & gutter by 160 LF.

Reason for Change Order:

1. Items listed above are due to extending project limit by 80' to match future expansion of project

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 418,802.70		Original Contract Time for Substantial Completion: 150 calendar days or dates
Net Changes from previous Change Order $ 5,408.00		Net change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 424,210.70		Contract Time prior to this Change Order Substantial Completion: 150 calendar days or dates
Net Increase (decrease) of this Change Order $ 11,387.50		Net Increase (decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 435,598.20	Net % increase (decrease) from original contract price. 4.00 %	Contract Time with all approved Change Orders Substantial Completion: 150 calendar days or dates

RECOMMENDED:
By: Ramiro Gutierrez, P.E.
Engineer (Authorized Signature)
Date: 4-2-12

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 4-2-2012

CHANGE ORDER NO. 2 TABULATION

HIDALG COUNTY URBAN COUNTY / HIDALGO COUNTY PRECINCT NO. 2

Hidalgo County Pct. 2 – S Tower Road – Street & Drainage Improvements

CONTRACT NUMBER: 5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731

Item Number	Item Code	Original Plan Quantity	Change Order #1 Quantities	Change Order #2 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2
1	100	28.12	28.12	28.12	STA	Preparation of Right-of-Way	$ 110.00	$ 110.00	$ 3,093.20	$ -	3,093.20	$ -	$ 3,093.20
2	110	7,442.00	7,442.00	6,765.00	CY	Excavation (Roadway)	$ 3.00	$ 3.00	$ 22,326.00	$ -	22,326.00	$ (2,031.00)	$ 20,295.00
3	132	580.00	580.00	1,421.00	CY	Embankment (Final) (Dens. Cont.) (Ty C)	$ 9.00	$ 9.00	$ 5,220.00	$ -	5,220.00	$ 7,569.00	$ 12,789.00
4	164	3,768.00	3,768.00	3,768.00	SY	Cell Fiber Mulch Seeding (Temp)(Warm)	$ 0.50	$ 0.50	$ 1,884.00	$ -	1,884.00	$ -	$ 1,884.00
5	164	3,768.00	3,768.00	3,768.00	SY	Cell Fiber Mulch Seeding (Temp)(Cool)	$ 0.50	$ 0.50	$ 1,884.00	$ -	1,884.00	$ -	$ 1,884.00
6	164	7,536.00	7,536.00	7,536.00	SY	Cell Fiber Mulch Seeding (Perm)(Urban)(Clay)	$ 0.50	$ 0.50	$ 3,768.00	$ -	3,768.00	$ -	$ 3,768.00
7	247	18,029.00	18,029.00	18,500.00	SY	Flexible Base (Construct) (Mat'l Supplied by County) (8")	$ 1.00	$ 1.00	$ 18,029.00	$ -	18,029.00	$ 471.00	$ 18,500.00
8	260	18,561.00	18,561.00	18,910.00	SY	Lime Treat (Existing Material) (12")	$ 2.00	$ 2.00	$ 37,122.00	$ -	37,122.00	$ 698.00	$ 37,820.00
9	260	18,029.00	18,029.00	18,500.00	SY	Lime Treat (New Base) (8")	$ 1.50	$ 1.50	$ 27,043.50	$ -	27,043.50	$ 706.50	$ 27,750.00
10	260	421.00	421.00	434.00	TON	Lime (Slurry or Commercial Slurry)	$ 170.00	$ 170.00	$ 71,570.00	$ -	71,570.00	$ 2,210.00	$ 73,780.00
11	310	4,933.00	4,933.00	5,025.00	GAL	Prime Coat (MC-30)	$ 7.00	$ 7.00	$ 34,531.00	$ -	34,531.00	$ 644.00	$ 35,175.00
12	465	14.00	14.00	14.00	EA	Inlet (Modification) (Ty F)	$ 3,000.00	$ 3,000.00	$ 42,000.00	$ -	42,000.00	$ -	$ 42,000.00
13	465	12.00	12.00	12.00	EA	Inlet Extension (Ty F)	$ 1,000.00	$ 1,000.00	$ 12,000.00	$ -	12,000.00	$ -	$ 12,000.00
14	479	12.00	12.00	12.00	EA	Adjust Manhole (Sanitary Sewer)	$ 1,000.00	$ 1,000.00	$ 12,000.00	$ -	12,000.00	$ -	$ 12,000.00
15	502	5.00	5.00	5.00	MO	Barricades, Signs & Traffic Handling	$ 1,000.00	$ 1,000.00	$ 5,000.00	$ -	5,000.00	$ -	$ 5,000.00
16	506	168.00	168.00	168.00	SY	Construction Exits (Ty II)(Install)	$ 6.00	$ 6.00	$ 1,008.00	$ -	1,008.00	$ -	$ 1,008.00
17	506	168.00	168.00	168.00	SY	Construction Exits (Remove)	$ 8.00	$ 8.00	$ 1,344.00	$ -	1,344.00	$ -	$ 1,344.00
18	506	644.00	644.00	644.00	LF	Temp Sediment Control Fence	$ 1.00	$ 1.00	$ 644.00	$ -	644.00	$ -	$ 644.00
19	529	5,080.00	5,080.00	5,240.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 7.00	$ 7.00	$ 35,560.00	$ -	35,560.00	$ 1,120.00	$ 36,680.00
20	529	551.00	551.00	551.00	SY	Concrete Valley Gutter (6-Ft)	$ 27.00	$ 27.00	$ 14,877.00	$ -	14,877.00	$ -	$ 14,877.00
21	530	1,293.00	1,277.00	1,277.00	SY	Driveways (Asphalt Concrete Pavement)	$ 12.00	$ 12.00	$ 15,516.00	$ (192.00)	15,324.00	$ -	$ 15,324.00
22	530	232.00	162.00	162.00	SY	Driveways (Concrete)	$ 25.00	$ 25.00	$ 5,800.00	$ (1,750.00)	4,050.00	$ -	$ 4,050.00
23	531	22.00	22.00	22.00	EA	Curb Ramps (Ty 8)	$ 400.00	$ 400.00	$ 8,800.00	$ -	8,800.00	$ -	$ 8,800.00
24	560	25.00	25.00	25.00	EA	Mailbox Installation	$ 200.00	$ 200.00	$ 5,000.00	$ -	5,000.00	$ -	$ 5,000.00
25	644	18.00	18.00	18.00	EA	Ins Sm Rd Sn Sup & Assem Ty S80 (1) SA(P)	$ 400.00	$ 400.00	$ 7,200.00	$ -	7,200.00	$ -	$ 7,200.00
26	644	11.00	11.00	11.00	EA	Remove Small Roadside Sign Supp & Assem	$ 100.00	$ 100.00	$ 1,100.00	$ -	1,100.00	$ -	$ 1,100.00
27	662	2,160.00	2,160.00	2,160.00	LF	Work Zone Pav Mrk Non-Remov (Y) (4") (Sld) (100 Mil)	$ 1.00	$ 1.00	$ 2,160.00	$ -	2,160.00	$ -	$ 2,160.00
28	662	2,160.00	2,160.00	2,160.00	LF	Work Zone Pav Mrk Non-Remov (W) (4") (Sld) (100 Mil)	$ 1.00	$ 1.00	$ 2,160.00	$ -	2,160.00	$ -	$ 2,160.00
29	666	1,420.00	1,420.00	1,420.00	LF	Refl Pav Mrk Ty I (W) (4") (Brk) (100 Mil)	$ 1.00	$ 1.00	$ 1,420.00	$ -	1,420.00	$ -	$ 1,420.00
30	666	320.00	320.00	320.00	LF	Refl Pav Mrk Ty I (W) (8") (Sld) (100 Mil)	$ 3.00	$ 3.00	$ 960.00	$ -	960.00	$ -	$ 960.00
31	666	6,220.00	6,220.00	6,220.00	LF	Refl Pav Mrk Ty I (Y) (4") (Sld) (100 Mil)	$ 1.00	$ 1.00	$ 6,220.00	$ -	6,220.00	$ -	$ 6,220.00
32	666	288.00	288.00	288.00	LF	Refl Pav Mrk Ty I (W) (24") (Sld) (100 Mil)	$ 8.00	$ 8.00	$ 2,304.00	$ -	2,304.00	$ -	$ 2,304.00
33	666	735.00	735.00	735.00	LF	Refl Pav Mrk Ty I (W) (12") (Sld) (100 Mil)	$ 5.00	$ 5.00	$ 3,675.00	$ -	3,675.00	$ -	$ 3,675.00
34	668	4.00	4.00	4.00	EA	Prefab Pav Mrk Ty B (W) (Word)	$ 400.00	$ 400.00	$ 1,600.00	$ -	1,600.00	$ -	$ 1,600.00
35	668	8.00	8.00	8.00	EA	Prefab Pav Mrk Ty B (W) (Arrow)	$ 300.00	$ 300.00	$ 2,400.00	$ -	2,400.00	$ -	$ 2,400.00
36	672	104.00	104.00	104.00	EA	Refl Pav Mrk (Ty I-C)	$ 6.00	$ 6.00	$ 624.00	$ -	624.00	$ -	$ 624.00
37	672	160.00	160.00	160.00	SY	Refl Pav Mrk (Ty II A-A)	$ 6.00	$ 6.00	$ 960.00	$ -	960.00	$ -	$ 960.00
38	530	0.00	70.00	70.00	SY	6" Concrete Driveway	$ -	$ 60.00	$ -	$ 4,200.00	4,200.00	$ -	$ 4,200.00
39	465	0.00	1.00	1.00	EA	Adjust Inlet (Remove top & cap)	$ -	$ 1,300.00	$ -	$ 1,300.00	1,300.00	$ -	$ 1,300.00
40	465	0.00	1.00	1.00	EA	Convert Existing Inlet to Manhole	$ -	$ 1,850.00	$ -	$ 1,850.00	1,850.00	$ -	$ 1,850.00
							Total		$ 418,802.70	$ 5,408.00	$ 424,210.70	$ 11,387.50	$ 435,598.20
						TOTAL BASE AMOUNTS:			$ 418,802.70	5,408.00	424,210.70	$ 11,387.50	$ 435,598.20

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Comm Hector "Tito" Palacios
c/o Eralio Palacios
Hidalg County Precinct #2

FROM: R. Gutierrez Engineering Corporation
SUBJECT: S. Tower Road
PROJECT NO.: ENG05.015B
DATE: 4/2/2012

WE ARE SENDING YOU | X ATTACHED | UNDER SEPARATE COVER VIA | Hand Delivery | THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
X CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	___ OTHER:
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		Change Order #2 (Please sign and forward to Urban County)

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
X FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	___ FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: javier@rgutierrezengineering.com

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: ***669184***
Increase # 02 for this Purchase Order
Procurement Method:

- ❑ Contract # Urban County Program
- ❑ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ❑ Quotes over $1,000.00 (verbal quotes)
- ❑ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 303313
Vendor Name: Asago, LLC dba Asago Construction
Address: 2113 Pecos St.
Mission, Texas 78572

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		**$42,581.04**
1	Each	**(NIGP#91345)** Change Order No. 2	$11,387.50	$11,387.50
		AFTER APPROVAL PLEASE SEND COPY TO COUNTY AUDITOR'S OFFICE TO ATTENTION OF LUPITA GARZA		
		Amount of Increase Request		$11,387.50
		TOTAL AMOUNT		***$59,376.54***

Account Number: **2-1339-431-00-122-031-0-731**

Reason: Increase is needed due to Change Order No.2 placed on CCM for approval on 4/10/2012 AI-31780 Contract #5008/09/10/11-92-0311-5000-9200-UPC-ML

Authorization: _____ April 4, 2012
Department Head — Date

Reviewed by: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

AI-31518 **16. A.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Comm. Flores

Department: COMM. PCT. #3

Information

CAPTION

Pct. 3 Sanitation (1100)/ Road Maintenance (1200)/ Drainage Improvement Project (1200):

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

Dept.	Slot No.	Position Title	Budgeted Salary
Sanitation	0018	Truck Driver III	$28,000.00
Sanitation	0023	Truck Driver III	$26,144.00
Sanitation	0024	Truck Driver III	$26,144.00
Rd Maintenance	0044	Truck Driver I	$28,000.00
Rd Maintenance	0057	Maintenance I	$28,000.00
Rd Maintenance	0076	Truck Driver III	$28,000.00
Drainage	0011	Laborer - Drainage/ Construction	$24,880.00

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

Dept.	Slot No.	Position Title	Budgeted Salary
Rd Maintenance	0087	Clerk III	$28,000.00
Rd Maintenance	0088	Clerk III	$28,000.00
Drainage	0019	Truck Driver III	$32,000.00
Drainage	0020	Truck Driver III	$32,000.00

3. Approval of interfund transfer.
4. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

PCT. 3 SANITATION:

2-1100-432-00-123-001-0-XXX - No Budgetary Impact (available funds, pending to be transferred to Rd Maint. & Drainage Imprv Proj.)

PCT. 3 RD MAINTENANCE:

2-1200-431-00-123-005-0-XXX - No Budgetary Impact

PCT. 3 DRAINAGE IMPROVEMENT PROJECT:
2- 1200-431-00-123-049-0-XXX - Funds for difference in salary and related fringe benefit expenditures for proposed positions available from Pct. 3 Sanitation funds, pending approval of interfund transfer.

Attachments

BACK UP REVISED

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	04/02/2012 09:08 AM

Form Started By: Sylvia Solis Started On: 03/15/2012

Final Approval Date: 04/02/2012

RECEIVED

APR 02 2012

Human Resources

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: 04/02/2012

To: Esther Cortez, Human Resources Director

From: Sergio Cruz
Budget Officer

Attached, please find 1 original set (s) of an H.R. related agenda item that requires H.R. **review** and **approval**. Please return original document with corresponding signature of approval.

AI: 31518

C.C. Date: 04/10/12

Dept: PCT. 3 RD MAINT. / SANITATION/ DRAINAGE IMPRV PROJ

AI-31518 **37. 0.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Comm. Flores

Department: COMM. PCT. #3

Information

CAPTION

Pct. 3 Sanitation (1100)/ Road Maintenance (1200)/ Drainage Improvement Project (1200):

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

Dept.	Slot No.	Position Title	Budgeted Salary
Sanitation	0018	Truck Driver III	$28,000.00
Sanitation	0023	Truck Driver III	$26,144.00
Sanitation	0024	Truck Driver III	$26,144.00
Rd Maintenance	0044	Truck Driver I	$28,000.00
Rd Maintenance	0057	Maintenance I	$28,000.00
Rd Maintenance	0076	Truck Driver III	$28,000.00
Drainage	0011	Laborer - Drainage/ Construction	$24,880.00

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

Dept.	Slot No.	Position Title	Budgeted Salary
Rd Maintenance	0087	Clerk III	$28,000.00
Rd Maintenance	0088	Clerk III	$28,000.00
Drainage	0019	Truck Driver III	$32,000.00
Drainage	0020	Truck Driver III	$32,000.00

3. Approval of interfund transfer.
4. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

PCT. 3 SANITATION:

2-1100-432-00-123-001-0-XXX - No Budgetary Impact (available funds, pending to be transferred to Rd Maint. & Drainage Imprv Proj.)

PCT. 3 RD MAINTENANCE:

2-1200-431-00-123-005-0-XXX - No Budgetary Impact

PCT. 3 DRAINAGE IMPROVEMENT PROJECT:
2- 1200-431-00-123-049-0-XXX - Funds for difference in salary and related fringe benefit expenditures for proposed positions available from Pct. 3 Sanitation funds, pending approval of interfund transfer.

Attachments

Fiscal Notes

Revised salary schedules

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)		
Budget & Management		
Auditor's Office		
Purchasing Department		

Form Started By: Sylvia Solis Started On: 03/15/2012

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 3 SANITATION (123-001) DATE: 3/15/2012

CURRENT POSITION TITLE: TRUCK DRIVER III CURRENT SLOT #: 0018

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount:

$ 28,000.00	$ 0.00	$ (28,000.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] 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)

This position is no longer needed for this department.

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.	Rosa M. Flores DEPARTMENT HEAD		Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	04.03.12	Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/2/2012	Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL		Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 3 SANITATION (123-001) DATE: 3/15/2012

CURRENT POSITION TITLE: TRUCK DRIVER III CURRENT SLOT #: 0023 & 0024

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETION OF POSITIONS

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

POSITION SALARY REQUEST:

Salary Amount:

$ 26,144.00 x 2	$ 0.00	$ (52,288.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] 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 positions are no longer needed for this department.

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.	[signature]		FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
	DEPARTMENT HEAD	Date					
2.	Esther A. Cortez by Lyricia Rios	04.03.12	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
	HUMAN RESOURCES DIRECTOR	Date					
3.	[signature]	4/2/2012	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date					
4.							
	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 3 RD MAINTENANCE (123-005) DATE: 3/15/2012

CURRENT POSITION TITLE: TRUCK DRIVER I CURRENT SLOT #: 0044

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount:

$ 28,000.00	$ 0.00	$ (28,000.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] 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)

This position is no longer needed for this department.

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	[X]	YES	[ ]	NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	04.03.12 Date	PERSONNEL PROCEDURES COMPLETED	[—]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/2/2012 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 3 RD MAINTENANCE (123-005) DATE: 3/15/2012

CURRENT POSITION TITLE: MAINTENANCE I CURRENT SLOT #: 0057

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount:

$ 28,000.00	$ 0.00	$ (28,000.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] 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)

Position no longer needed

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	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	04.03.12 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/2/2012 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 3 RD MAINTENANCE (123-005) DATE: 3/15/2012

CURRENT POSITION TITLE: TRUCK DRIVER III CURRENT SLOT #: 0076

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount:

$ 28,000.00	$ 0.00	$ (28,000.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] 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:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

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

Position no longer needed for this department

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	[X]	YES	[ ]	NO
2.	HUMAN RESOURCES DIRECTOR	04.03.12 Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/2/2012 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 3 DRAINAGE (123-049) DATE: 3/15/2012

CURRENT POSITION TITLE: LABORER - DRAINAGE/ CONSTRUCTION CURRENT SLOT #: 0011

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount:

$ 24,880.00	$ 0.00	$ (24,880.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] 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)

This position is no longer needed.

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	[X]	YES	[ ] NO
2.	Esther A. Cortez by Lydia Rios HUMAN RESOURCES DIRECTOR	04.03.12 Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/2/2012 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 3 RD MAINTENANCE (123-005) DATE: 3/15/2012

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0087 & 0088

REQUESTED POSITION TITLE: CLERK III

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00 (Current G&S/ Budgeted Salary) $ 28,000.00 x 2 (Proposed G&S/ Budgeted Salary) $ 56,000.00 (Net Change)

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] 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)

There is a great need for office clerks positions due to the clerical workload at this department.

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	[X]	YES	[ ]	NO
2.	HUMAN RESOURCES DIRECTOR	04.03.12 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/2/2012 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 3 DRAINAGE (123-049) DATE: 3/15/2012

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0019 & 0020

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 (Current G&S/ Budgeted Salary) $ 32,000.00 x 2 (Proposed G&S/ Budgeted Salary) $ 64,000.00 (Net Change)

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] 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)

There is a greater need for this additional positions to assist the department with the high demand of workload.

Will be able to better assist the precinct residences with drainage related problems.

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	[X]	YES	[ ] NO
2.	Esther A. Cortez by Sylvia Rios	04.03.12 Date	PERSONNEL PROCEDURES COMPLETED	[—]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/2/2012 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

TRUCK DRIVER III

GENERAL DESCRIPTION

Drive and safely operate a tractor-trailer combo which may include (but is not limited to) the moving of specialized heavy construction equipment involved in the maintenance and construction of County roads.

EXAMPLES OF WORK PERFORMED

Inspects truck before and after trips and submits report indicating truck condition

Reads bill of lading to determine assignment

Fastens chain or binders to secure load on trailer during transit

Loads or unloads, or assists in loading and unloading truck

Works as member of two-person team driving tractor with sleeper bunk behind cab

Services truck with oil, fuel, and radiator fluid to maintain tractor-trailer

Obtains proper signatures or authorization for deliver and/or services

Inventories and inspects goods to be moved

Wraps goods using pads, packing paper, and containers, and secures load to trailer wall using straps

Gives directions to helper in packing and moving goods to trailer

Drives tractor-trailer combination, applying knowledge of commercial driving regulations, to transport and deliver products, livestock, or materials, usually over long distance

Maneuvers truck into loading or unloading position, following signals from loading crew as needed

Drives truck to weigh station before and after loading, and along route to document weight and conform to state regulations

Maintains driver log according to I.C.C. regulations

GENERAL QUALIFICATION GUIDELINES

Experience and Education

High School Diploma, GED or equivalent experience. Four to six (4-6) years related experience. Must have and maintain a valid driver's license and a Texas Class "A" CDL license.

Knowledge, Skills, and Abilities

Advanced knowledge of equipment operation and maintenance, skilled in using specialized heavy equipment in the prescribed manner

Ability to perform multiple tasks simultaneously

Ability to communicate effectively, and to train others

May require interaction with other departmental supervisors and peers, other County agencies and staff, outside vendors or other professionals and community, state or federal agencies

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time

- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

TRUCK DRIVER I

GENERAL DESCRIPTION

Drive and safely operate a tractor-trailer combo which may include (but is not limited to) the moving of specialized heavy construction equipment involved in the maintenance and construction of County roads.

EXAMPLES OF WORK PERFORMED

Inspects truck before and after trips and submits report indicating truck condition

Reads bill of lading to determine assignment

Fastens chain or binders to secure load on trailer during transit

Loads or unloads, or assists in loading and unloading truck

Works as member of two-person team driving tractor with sleeper bunk behind cab

Services truck with oil, fuel, and radiator fluid to maintain tractor-trailer

Obtains proper signatures or authorization for deliver and/or services

Inventories and inspects goods to be moved

Wraps goods using pads, packing paper, and containers, and secures load to trailer wall using straps

Gives directions to helper in packing and moving goods to trailer

Drives tractor-trailer combination, applying knowledge of commercial driving regulations, to transport and deliver products, livestock, or materials, usually over long distance

Maneuvers truck into loading or unloading position, following signals from loading crew as needed

Drives truck to weigh station before and after loading, and along route to document weight and conform to state regulations

Maintains driver log according to I.C.C. regulations

GENERAL QUALIFICATION GUIDELINES

Experience and Education

High School Diploma, GED or equivalent experience. Minimum of one (1) year related experience. Must have and maintain a valid driver's license and a Texas Class "A" CDL license.

Knowledge, Skills, and Abilities

Advanced knowledge of equipment operation and maintenance, skilled in using specialized heavy equipment in the prescribed manner

Ability to perform multiple tasks simultaneously

Ability to communicate effectively, and to train others

May require interaction with other departmental supervisors and peers, other County agencies and staff, outside vendors or other professionals and community, state or federal agencies

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time

- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

MAINTENANCE I

GENERAL DESCRIPTION

Performs entry-level building maintenance and construction work; Work involves assisting in maintaining and repairing buildings, utility systems, and stationary equipment, and operating motorized equipment; Works under close supervision, with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs maintenance and repair work such as plumbing, masonry, welding, carpentry, painting, electrical, mechanical, refrigeration, ventilation, or heating

May assist with the maintenance and repair of machinery, equipment, systems, or components

May maintain and repair laundry machines, kitchen equipment, boilers, and boiler feed pumps

May mow grass, edge walks and curbs, and trim shrubbery

May repair and upholster furniture

May construct and repair equipment

May perform inspections of operating machinery, equipment, and systems

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in building maintenance and repair work; Graduation from a standard senior high school or equivalent is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of the repair, maintenance, and operation of buildings and electrical systems

Skill in the use of tools and equipment

Ability to perform maintenance, to follow instructions, and to interpret drawings and diagrams

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

CLERK III

GENERAL DESCRIPTION

Performs complex (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, and accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents and/or stock and inventory, and maintaining files; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Answers inquiries regarding procedures and policies, assists the public and staff in filling out forms, and assembles and mails information packets

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data; and may compile and tabulate data, and prepare charts, graphs, and tables

Maintains files, materials, and supplies

Opens, stamps, classifies, sorts, and routes mail, and maintains records on postage, registered mail, and packages

Performs data entry, retrieval, and data searches

Receives, stores, and issues stock items

May perform arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive and forward payments to the appropriate agency staff

May screen applicants, administer employment tests, and assist in orienting employees

May arrange the scheduling, transfer, and display of surplus property

May make arrangements for repairs and services

May inspect merchandise for quality and compliance with specifications

May deliver or pick up documents, supplies, equipment, or materials

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to Three (2-3) years experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Vocational training is preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, office procedures, spelling, punctuation, grammar, and arithmetic; of warehousing procedures; of purchasing policies and procedures; of records administration and maintenance techniques and procedures; and of state purchasing policies and procedures

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to make arithmetic computations; to prepare and maintain records, files, and reports; and to transfer stock from one location to another

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY

Job Title: Laborer – Drainage/Construction **FLSA: Non-Exempt**

Dept No: 121-124 **Civil Service: Non-Exempt**

SUMMARY:
Employee will perform basic clean up and maintenance of Hidalgo County.

ESSENTIAL DUTIES and RESPONSIBILITIES:
- Perform maintenance duties as directed.
- Trimming; mowing grass and brush along drain ditch and guard rails.
- Mending fences.
- Central burning, installing drain pipes.
- Upkeep yard at shop.
- To perform this job successfully, and individual must be able to perform each essential duty satisfactorily.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION and/or EXPERIENCE:
- High school diploma or GED preferred.
- Bilingual preferred.

CERTIFICATES, LICENSES, REGISTRATIONS:
- Employee must have a current valid Texas motor vehicle operator's license.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS and ABILITIES:
- Must be able to work extended hours during emergency circumstances; related to weather conditions.
- Will be exposed to environmental elements/weather while working.
- Must be able to sustain 6-7 hours of continuous work requiring sitting for long periods of time.
- Being able to endure tractor motion, exposure to noise, dust and dirt and working in high places.
- 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 twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:
Maintain physical condition 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.
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing.
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all 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, April 10, 2012

Agenda Item: 31518

Summary of request/proposal:
PCT. 3 SANITATION (1100):
Approval to delete the following positions:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	TRUCK DRIVER III	0018	113	28,000.00	0.00	(28,000.00)
1100	TRUCK DRIVER III	0023	113	26,144.00	0.00	(26,144.00)
1100	TRUCK DRIVER III	0024	113	26,144.00	0.00	(26,144.00)
				80,288.00	0.00	(80,288.00)

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	($58,447.20)
2-1100-432-00-123-001-0-	211	SANITATION PCT. 3 -	HEALTH INSURANCE	($6,062.52)
2-1100-432-00-123-001-0-	212	SANITATION PCT. 3 -	LIFE INSURANCE	($58.98)
2-1100-432-00-123-001-0-	220	SANITATION PCT. 3 -	FICA	($4,471.21)
2-1100-432-00-123-001-0-	230	SANITATION PCT. 3 -	RETIREMENT	($5,815.50)
2-1100-432-00-123-001-0-	250	SANITATION PCT. 3 -	UNEMPLOYMENT COMP	($292.24)
2-1100-432-00-123-001-0-	260	SANITATION PCT. 3 -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	($75,147.65)

2013 Budgetary Impact: ($107,393.13)

Possible Funding Sources: NO BUDGETARY IMPACT
(Transfer funds to R&B -1200)

Comments:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, April 10, 2012**

Agenda Item: **31518**

Summary of request/proposal:
PCT. 3 RD MAINTENANCE (1200):
Approval to create the following positions:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	TRUCK DRIVER I	0044	113	28,000.00	0.00	(28,000.00)
1200	MAINTENANCE I	0057	113	28,000.00	0.00	(28,000.00)
1200	TRUCK DRIVER III	0076	113	28,000.00	0.00	(28,000.00)
1200	CLERK III	0087	113	0.00	28,000.00	28,000.00
1200	CLERK III	0088	113	0.00	28,000.00	28,000.00
				84,000.00	56,000.00	(28,000.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1200-431-00-123-005-0-	113	PCT. 3 RD MAINT. -	REG F/T EMPLOYEES	($20,383.14)
2-1200-431-00-123-005-0-	211	PCT. 3 RD MAINT. -	HEALTH INSURANCE	($3,031.26)
2-1200-431-00-123-005-0-	212	PCT. 3 RD MAINT. -	LIFE INSURANCE	($19.66)
2-1200-431-00-123-005-0-	220	PCT. 3 RD MAINT. -	FICA	($1,559.31)
2-1200-431-00-123-005-0-	230	PCT. 3 RD MAINT. -	RETIREMENT	($2,028.12)
2-1200-431-00-123-005-0-	250	PCT. 3 RD MAINT. -	UNEMPLOYMENT COMP	($101.92)
2-1200-431-00-123-005-0-	260	PCT. 3 RD MAINT. -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	($27,123.41)

2013 Budgetary Impact: ($37,259.00)

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

AVAILABLE FUNDS IN THE AMOUNT OF $38,464.02 FROM DELETION OF SANITATION POSITIONS WILL BE TRANSFERRED TO
RD MAINTENANCE TO REPLACE FUNDS TRANSFERRED OUT ON 12/29/12 (REF: AI-29859 23.G.1.a.20.)

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, April 10, 2012

Agenda Item: 31518

Summary of request/proposal:
PCT. 3 DRAINAGE IMPROVEMENT PROJECT (1200):
Approval to create the following positions:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	LABORER-DRAINAGE/CONSTRUCTION	0011	113	24,880.00	0.00	(24,880.00)
1200	TRUCK DRIVER III	0019	113	0.00	32,000.00	32,000.00
1200	TRUCK DRIVER III	0020	113	0.00	32,000.00	32,000.00
				24,880.00	64,000.00	39,120.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2- 1200-431-00-123-049-0-	113	PCT 3 DRAIN IMPRV PRJ-	REG F/T EMPLOYEES	$28,478.16
2- 1200-431-00-123-049-0-	211	PCT 3 DRAIN IMPRV PRJ-	HEALTH INSURANCE	$3,031.26
2- 1200-431-00-123-049-0-	212	PCT 3 DRAIN IMPRV PRJ-	LIFE INSURANCE	$19.66
2- 1200-431-00-123-049-0-	220	PCT 3 DRAIN IMPRV PRJ-	FICA	$2,178.58
2- 1200-431-00-123-049-0-	230	PCT 3 DRAIN IMPRV PRJ-	RETIREMENT	$2,833.58
2- 1200-431-00-123-049-0-	250	PCT 3 DRAIN IMPRV PRJ-	UNEMPLOYMENT COMP	$142.39
2- 1200-431-00-123-049-0-	260	PCT 3 DRAIN IMPRV PRJ-	WORKER'S COMP	$0.00
			2012 Budgetary Impact	$36,683.63

2013 Budgetary Impact: $50,391.72

Possible Funding Sources: SANITATION FUNDS

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-432-00-123-001-0

AI - 31518

PCT. 3 SANITATION

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 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	$0.00	$48,300.00	0	$0.00	$0.00	$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	$0.00	$28,000.00	0	$0.00	$0.00	$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	$0.00	$28,000.00	0	$0.00	$0.00	$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	$0.00	$30,000.00	0	$0.00	$0.00	$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	$0.00	$32,000.00	0	$0.00	$0.00	$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	$0.00	$32,000.00	0	$0.00	$0.00	$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	$0.00	$32,000.00	0	$0.00	$0.00	$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	$0.00	$28,000.00	0	$0.00	$0.00	$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	$0.00	$28,000.00	0	$0.00	$0.00	$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	$0.00	$28,000.00	0	$0.00	$0.00	$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	$0.00	$28,000.00	0	$0.00	$0.00	$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	$0.00	$28,000.00	0	$0.00	$0.00	$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	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
		DELETE THE FOLLOWING:														
~~0018~~	~~113~~	~~TRUCK DRIVER III~~	~~$28,000.00~~	~~$0.00~~	~~$28,000.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$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	$0.00	$28,000.00	0	$0.00	$0.00	$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	$0.00	$28,000.00	0	$0.00	$0.00	$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	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
		DELETE THE FOLLOWING:														
~~0023~~	~~113~~	~~TRUCK DRIVER III~~	~~$26,144.00~~	~~$0.00~~	~~$26,144.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$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~~	~~$26,144.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$26,144.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0026	113	MAINTENANCE I	$24,880.00	$0.00	$24,880.00	0	$0.00	$0.00	$24,880.00	$24,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,880.00
0027	113	MAINTENANCE I	$24,880.00	$0.00	$24,880.00	0	$0.00	$0.00	$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	$0.00	$24,880.00	0	$0.00	$0.00	$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	$24,880.00	0	$0.00	$0.00	$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	$24,880.00	0	$0.00	$0.00	$24,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$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	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-432-00-123-001-0

AI - 31518

PCT. 3 SANITATION

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0034	113	MAINTENANCE II	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,300.00
0035	113	MAINTENANCE I	$0.00	$28,000.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0036	113	MAINTENANCE I	$0.00	$28,000.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0037	113	MAINTENANCE I	$0.00	$28,000.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0038	113	TRUCK DRIVER III	$0.00	$32,000.00	$32,000.00	0	$0.00	$0.00	$32,000.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,000.00
0039	113	OFFICE CLERK	$0.00	$28,000.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0040	113	TRUCK DRIVER III	$0.00	$32,000.00	$32,000.00	0	$0.00	$0.00	$32,000.00	$32,000.00	$960.00	$0.00	$0.00	$0.00	$0.00	$32,960.00
0041	113	TRUCK DRIVER III	$0.00	$32,000.00	$32,000.00	0	$0.00	$0.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$770,988.00	$0.00	$770,988.00		$0.00	$0.00	$770,988.00	$640,940.00	$5,280.00	$0.00	$0.00	$0.00	$31,518.00	$646,220.00

Approval to delete the above highlighted full-time positions.
Personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1200-431-00-123-005-0

AI - 31518

PCT. 3 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	$84,357.00	$0.00	$84,357.00	0	$0.00	$0.00	$84,357.00	$84,357.00	$480.00	$0.00	$0.00	$0.00	$0.00	$84,837.00
0002	113	COORDINATOR	$80,982.00	$0.00	$80,982.00	0	$0.00	$0.00	$80,982.00	$80,982.00	$1,382.39	$0.00	$0.00	$0.00	$0.00	$82,364.39
0003	113	EXECUTIVE ASST	$62,986.00	$0.00	$62,986.00	0	$0.00	$0.00	$62,986.00	$62,986.00	$668.67	$0.00	$0.00	$0.00	$0.00	$63,654.67
0004	113	FIELD OPERATIONS DIRECTOR	$60,737.00	$0.00	$60,737.00	0	$0.00	$0.00	$60,737.00	$60,737.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$61,757.00
0005	113	ASSISTANT FIELD OPERATIONS DIREC	$54,600.00	$0.00	$54,600.00	0	$0.00	$0.00	$54,600.00	$54,600.00	$539.85	$0.00	$0.00	$0.00	$0.00	$55,139.85
0006	113	ASSISTANT FIELD OPERATIONS DIREC	$51,739.00	$0.00	$51,739.00	0	$0.00	$0.00	$51,739.00	$51,739.00	$300.00	$0.00	$0.00	$0.00	$0.00	$52,039.00
0007	113	ADMIN AIDE	$45,443.00	$0.00	$45,443.00	0	$0.00	$0.00	$45,443.00	$45,443.00	$480.00	$0.00	$0.00	$0.00	$0.00	$45,923.00
0008	113	PAVING SUPVSR	$43,363.00	$0.00	$43,363.00	0	$0.00	$0.00	$43,363.00	$43,363.00	$600.00	$0.00	$0.00	$0.00	$0.00	$43,963.00
0009	113	COMM LIAISON	$41,081.00	$0.00	$41,081.00	0	$0.00	$0.00	$41,081.00	$41,081.00	$300.00	$0.00	$0.00	$0.00	$0.00	$41,381.00
0010	113	MECHANIC III	$42,000.00	$0.00	$42,000.00	0	$0.00	$0.00	$42,000.00	$42,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$42,720.00
0011	113	MAINTENANCE III	$37,800.00	$0.00	$37,800.00	0	$0.00	$0.00	$37,800.00	$37,800.00	$600.00	$0.00	$0.00	$0.00	$0.00	$38,400.00
0013	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0	$0.00	$0.00	$33,600.00	$33,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,600.00
0014	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0	$0.00	$0.00	$33,600.00	$33,600.00	$960.00	$0.00	$0.00	$0.00	$0.00	$34,560.00
0015	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0	$0.00	$0.00	$33,600.00	$33,600.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$34,920.00
0016	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0	$0.00	$0.00	$33,600.00	$33,600.00	$840.00	$0.00	$0.00	$0.00	$0.00	$34,440.00
0017	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0	$0.00	$0.00	$33,600.00	$33,600.00	$480.00	$0.00	$0.00	$0.00	$0.00	$34,080.00
0018	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0	$0.00	$0.00	$33,600.00	$33,600.00	$300.00	$0.00	$0.00	$0.00	$0.00	$33,900.00
0019	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0	$0.00	$0.00	$33,600.00	$33,600.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$34,620.00
0020	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0	$0.00	$0.00	$33,600.00	$33,600.00	$660.00	$0.00	$0.00	$0.00	$0.00	$34,260.00
0022	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0	$0.00	$0.00	$33,600.00	$33,600.00	$300.00	$0.00	$0.00	$0.00	$0.00	$33,900.00
0023	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0	$0.00	$0.00	$32,000.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,000.00
0024	113	SUPERVISOR	$35,700.00	$0.00	$35,700.00	0	$0.00	$0.00	$35,700.00	$35,700.00	$840.00	$0.00	$0.00	$0.00	$0.00	$36,540.00
0026	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0	$0.00	$0.00	$32,000.00	$32,000.00	$780.00	$0.00	$0.00	$0.00	$0.00	$32,780.00
0027	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0	$0.00	$0.00	$32,000.00	$32,000.00	$480.00	$0.00	$0.00	$0.00	$0.00	$32,480.00
0030	113	MECHANIC II	$28,796.00	$0.00	$28,796.00	0	$0.00	$0.00	$28,796.00	$28,796.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,796.00
0031	113	INVOICE CLERK	$28,484.00	$0.00	$28,484.00	0	$0.00	$0.00	$28,484.00	$28,484.00	$386.20	$0.00	$0.00	$0.00	$0.00	$28,870.20
0032	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0	$0.00	$0.00	$32,000.00	$32,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$32,420.00
0033	113	TRUCK DRIVER III	$32,000.00	$0.00	$32,000.00	0	$0.00	$0.00	$32,000.00	$32,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$32,360.00
0034	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0	$0.00	$0.00	$32,000.00	$32,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$32,720.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1200-431-00-123-005-0

AI - 31518

PCT. 3 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0035	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0	$0.00	$0.00	$32,000.00	$32,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$32,720.00
0037	113	MAINTENANCE II	$28,366.00	$0.00	$28,366.00	0	$0.00	$0.00	$28,366.00	$28,366.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,366.00
0038	113	MAINTENANCE II	$28,186.00	$0.00	$28,186.00	0	$0.00	$0.00	$28,186.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0039	113	TRUCK DRIVER I	$33,600.00	$0.00	$33,600.00	0	$0.00	$0.00	$33,600.00	$33,600.00	$720.00	$0.00	$0.00	$0.00	$0.00	$34,320.00
0040	113	MAINTENANCE I	$30,000.00	$0.00	$30,000.00	0	$0.00	$0.00	$30,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0041	113	TRF SA/SPC II	$28,116.00	$0.00	$28,116.00	0	$0.00	$0.00	$28,116.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0042	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$840.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0043	113	HEAVY EQUIPMENT OPERATOR III	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$28,720.00
		DELETE THE FOLLOWING:														
~~0044~~	~~113~~	~~TRUCK DRIVER I~~	~~$28,000.00~~	~~$0.00~~	~~$28,000.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$28,000.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0046	113	MAINTENANCE III	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$28,360.00
0047	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0	$0.00	$0.00	$32,000.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,000.00
0049	113	TRF SA/SPC II	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,480.00
0050	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0051	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$540.00	$0.00	$0.00	$0.00	$0.00	$28,540.00
0053	113	CUSTODIAN	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$600.00	$0.00	$0.00	$0.00	$0.00	$28,600.00
0054	113	HEAVY EQUIPMENT OPERATOR II	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$28,360.00
0055	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,300.00
0056	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
		DELETE THE FOLLOWING:														
~~0057~~	~~113~~	~~MAINTENANCE I~~	~~$28,000.00~~	~~$0.00~~	~~$28,000.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$28,000.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0058	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$28,360.00
0059	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$28,360.00
0060	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0061	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0062	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0063	113	TIRE REPAIR	$30,000.00	$0.00	$30,000.00	0	$0.00	$0.00	$30,000.00	$30,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$30,300.00
0067	113	WELDER	$32,760.00	$0.00	$32,760.00	0	$0.00	$0.00	$32,760.00	$32,760.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,760.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1200-431-00-123-005-0

AI - 31518

PCT. 3 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
T070	121	OFFICE CLERK	$18,720.00	$0.00	$18,720.00	0	$0.00	$0.00	$18,720.00	$18,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,720.00
T071	121	OFFICE CLERK	$18,720.00	$0.00	$18,720.00	0	$0.00	$0.00	$18,720.00	$18,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,720.00
0072	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0	$0.00	$0.00	$33,600.00	$33,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,600.00
0074	113	HEAVY EQUIPMENT OPERATOR III	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$780.00	$0.00	$0.00	$0.00	$0.00	$28,780.00
0075	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0	$0.00	$0.00	$33,600.00	$33,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,600.00
		DELETE THE FOLLOWING:														
~~0076~~	~~113~~	~~TRUCK DRIVER III~~	~~$28,000.00~~	~~$0.00~~	~~$28,000.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$28,000.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0077	113	HUMAN RESOURCES COORDINATOR I	$0.00	$42,000.00	$42,000.00	0	$0.00	$0.00	$42,000.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0078	113	MAINTENANCE II	$0.00	$32,000.00	$32,000.00	0	$0.00	$0.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0079	113	ASSISTANT FIELD OPERATIONS DIREC	$0.00	$51,739.00	$51,739.00	0	$0.00	$0.00	$51,739.00	$51,739.00	$0.00	$0.00	$0.00	$0.00	$0.00	$51,739.00
0080	113	HEAVY EQUIPMENT OPERATOR I	$0.00	$28,000.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0081	113	HEAVY EQUIPMENT OPERATOR I	$0.00	$28,000.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0082	113	RIGHT OF WAY AGENT V	$0.00	$54,526.00	$54,526.00	0	$0.00	$0.00	$54,526.00	$54,526.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54,526.00
0083	113	RIGHT OF WAY AGENT V	$0.00	$62,475.00	$62,475.00	0	$0.00	$0.00	$62,475.00	$62,475.00	$0.00	$0.00	$0.00	$0.00	$0.00	$62,475.00
0084	113	TRUCK DRIVER III	$0.00	$32,000.00	$32,000.00	0	$0.00	$0.00	$32,000.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,000.00
0085	113	EXCAVATOR/HEAVY EQUIPMENT OPE	$0.00	$40,425.00	$40,425.00	0	$0.00	$0.00	$40,425.00	$40,425.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,425.00
0086	113	MAINTENANCE I	$0.00	$24,880.00	$24,880.00	0	$0.00	$0.00	$24,880.00	$24,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,880.00
		CREATE THE FOLLOWING:														
0087	**113**	**CLERK III**	**$0.00**	**$28,000.00**	**$28,000.00**	**0**	**$0.00**	**$0.00**	**$28,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0088	**113**	**CLERK III**	**$0.00**	**$28,000.00**	**$28,000.00**	**0**	**$0.00**	**$0.00**	**$28,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$2,104,136.00	$452,045.00	$2,556,181.00		$0.00	$0.00	$2,556,181.00	$2,325,879.00	$24,397.11	$0.00	$0.00	$0.00	$0.00	$2,350,276.11

Approval to delete and/ or create the above highlighted full-time positions.
Personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1200-431-00-123-049-0

AI - 31518

PCT. 3 DRAIN IMPRV PRJ

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DIRECTOR OF OPERATIONS	$68,250.00	$0.00	$68,250.00	0	$0.00	$0.00	$68,250.00	$68,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$68,250.00
0002	113	BACKHOE/ HEAVY EQUIPMENT OPER.	$32,640.00	$0.00	$32,640.00	0	$0.00	$0.00	$32,640.00	$32,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,640.00
0003	113	HEAVY EQUIPMENT OPERATOR III	$32,640.00	$0.00	$32,640.00	0	$0.00	$0.00	$32,640.00	$32,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,640.00
0004	113	HEAVY EQUIPMENT OPERATOR III	$32,640.00	$0.00	$32,640.00	0	$0.00	$0.00	$32,640.00	$32,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,640.00
0005	113	BULLDOZER/HEAVY EQUIPMENT OPE	$32,640.00	$0.00	$32,640.00	0	$0.00	$0.00	$32,640.00	$32,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,640.00
0006	113	TRUCK DRIVER III	$29,756.00	$0.00	$29,756.00	0	$0.00	$0.00	$29,756.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0007	113	TRUCK DRIVER III	$29,756.00	$0.00	$29,756.00	0	$0.00	$0.00	$29,756.00	$29,756.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,756.00
0008	113	TRUCK DRIVER III	$29,756.00	$0.00	$29,756.00	0	$0.00	$0.00	$29,756.00	$29,756.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,756.00
		DELETE THE FOLLOWING:														
~~0011~~	~~113~~	~~LABORER-DRAINAGE/CONSTRUCTION~~	~~$24,880.00~~	~~$0.00~~	~~$24,880.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$24,880.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0012	113	PIPE LAYER/FITTER	$27,000.00	$0.00	$27,000.00	0	$0.00	$0.00	$27,000.00	$27,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,000.00
0014	113	ASSISTANT DIRECTOR OF CONSTRUC	$48,000.00	$0.00	$48,000.00	0	$0.00	$0.00	$48,000.00	$48,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$48,000.00
0015	113	PIPE LAYER/FITTER	$0.00	$28,000.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0016	113	OFFICE CLERK	$0.00	$29,040.00	$29,040.00	0	$0.00	$0.00	$29,040.00	$29,040.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,040.00
0017	113	MAINTENANCE III	$0.00	$28,000.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,300.00
0018	113	TRUCK DRIVER I	$0.00	$32,000.00	$32,000.00	0	$0.00	$0.00	$32,000.00	$32,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$32,420.00
		CREATE THE FOLLOWING:														
0019	**113**	**TRUCK DRIVER III**	**$0.00**	**$32,000.00**	**$32,000.00**	**0**	**$0.00**	**$0.00**	**$32,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0020	**113**	**TRUCK DRIVER III**	**$0.00**	**$32,000.00**	**$32,000.00**	**0**	**$0.00**	**$0.00**	**$32,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$387,958.00	$181,040.00	$568,998.00		$0.00	$0.00	$568,998.00	$450,362.00	$720.00	$0.00	$0.00	$0.00	$0.00	$451,082.00

Approval to create and/or delete the above highlighted full-time positions.
Personnel actions pending CC approval.

DATE: April 2, 2012

2012
Interfund Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for PCT. 3 Rd Maintenance & Drainage Improvmt Proj

ACCOUNT NUMBER: **2-1X00-43X-00-123-0XX-0-XXX**

CONTACT PERSON: Sylvia V. Solis **PHONE:** 292-7025 ext. 5423

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
2-1100-432-00-123-001-0-	113	PCT. 3 SANITATION	REG F/T EMPLOYEES	(58,447.20)
2-1100-432-00-123-001-0-	211	PCT. 3 SANITATION	HEALTH INSURANCE	(6,062.52)
2-1100-432-00-123-001-0-	212	PCT. 3 SANITATION	LIFE INSURANCE	(58.98)
2-1100-432-00-123-001-0-	220	PCT. 3 SANITATION	FICA	(4,471.21)
2-1100-432-00-123-001-0-	230	PCT. 3 SANITATION	RETIREMENT	(5,815.50)
2-1100-432-00-123-001-0-	250	PCT. 3 SANITATION	UNEMPLOYMENT COMP	(292.24)
2-1100-491-01-000-200-0-	**891**	**Transfer Out - R&B CO. WIDE**		**75,147.65**
TO				
2-1200-391-01-000-100-0-	**000**	**Transfers In - General Fund**		**75,147.65**
2-1200-431-00-123-005-0-	113	PCT. 3 RD MAINTENANCE	REG F/T EMPLOYEES	38,464.02
2-1200-431-00-123-049-0-	113	PCT. 3 DRAINAGE IMPRV PROJ	REG F/T EMPLOYEES	28,478.16
2-1200-431-00-123-049-0-	211	PCT. 3 DRAINAGE IMPRV PROJ	HEALTH INSURANCE	3,031.26
2-1200-431-00-123-049-0-	212	PCT. 3 DRAINAGE IMPRV PROJ	LIFE INSURANCE	19.66
2-1200-431-00-123-049-0-	220	PCT. 3 DRAINAGE IMPRV PROJ	FICA	2,178.58
2-1200-431-00-123-049-0-	230	PCT. 3 DRAINAGE IMPRV PROJ	RETIREMENT	2,833.58
2-1200-431-00-123-049-0-	250	PCT. 3 DRAINAGE IMPRV PROJ	UNEMPLOYMENT COMP	142.39
			TOTAL BUDGET INCREASE (DECREASE)	**75,147.65**

REASON: Interfund transfer from Pct. 3 Sanitation to Pct. 3 Rd Maintenance and Drainage Improvement Project to move available funds from deletion of positions to fund salary and related fringe benefit expenditures related to the creation of various positions under Drainage Imprv Proj. (slot no.'s 19 & 20) In addition, move all available funds to Rd Maintenance to replace funds transferred out on 12/29/11 (REF: AI-29859 23G.1.a.20.)

DEPARTMENT HEAD SIGNATURE

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

AI-31783 **17. A. 1.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Yoli. Cisneros

Department: COMM. PCT. #2

Information

CAPTION

Approval of 2012 appropriation of funds for Precinct 2 S. McColl Road (1200) in the amount of $100,000.00 from Pct.2 R&B Fund Balance.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-028-0-XXX

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

BUDGETARY IMPACT:

Available balance from R & B fund balance $2,706,298.00 as of 4/04/2012

Attachments

appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/04/2012 04:11 PM
Roland Garcia	Rolando Garcia	04/05/2012 11:11 AM
Purchasing Department	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Yolanda Cisneros Started On: 04/04/2012 03:20 PM

Final Approval Date: 04/05/2012

DATE: April 4, 2012

2012
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Rd. Maintenance Department

ACCOUNT NUMBER: 2-1200-431-00-122-028-0-XXX

Contact Person: Yoli Cisneros **Ph#:** (956) 787-1891 Ext. 2002

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
2-1200-431-00-122-028-0-711	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-ROW	$40,000.00
2-1200-431-00-122-028-0-731	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD	$60,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 100,000.00

REASON: Funding needed in order to approve Work Authorization No. 2 and other future exepected expenditures of project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-31806 **17. A. 2.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Sheriff's Office

Department: BUDGET & MANAGEMENT

Information

CAPTION

Jail (1100):

a. Approval to undesignate the amount of $42,000.00 in the year 2012 for expenditures related to repairs and maintenance of the County Jail in connection to the Landmark Case.

b. Approval of 2012 appropriation of funds in the amount of $42,000.00 to fund jail repairs.

BACKGROUND

Monies were received by the Law Office of Benigno Martinez.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Erika Zamora	04/05/2012 01:36 PM
Purchasing Department	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Erika Zamora Started On: 04/05/2012 01:17 PM

Final Approval Date: 04/05/2012

AI-31760 **18. A. 4.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Martha Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of plans and specification including authority to advertise sealed bids (conventional construction) for the following projects as presented, developed and designed by the respective professionals:

Titles	Plans and Specifications developed by:	Project No.
Hidalgo County -"Construction of New Constable Precinct No. 1 Offices"	Project architect: Alcocer Garcia and Associates	2012-028-05-09-MSS
Hidalgo County - "Construction of New Constable Precinct No. 1 Offices -Parking Lot and Off-Site Drainage Improvements"	Project Engineer: Guzman & Munoz Engineering & Surveying, Inc.	2012-028A-05-09-MSS

BACKGROUND

Proposed procurement schedule:
1. 1st Ad.....April 14, 2012
2. 2nd Ad.....April 21, 2012
3. Pre-Bid.....April 24, 2012
4. Bid Openings.....May 9, 2012

Note: Final plans and specifications for projects will be submitted by project architect and project engineer respectively on or before Commissioners' Court Meeting.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

Available balance as of 03/26/12 $340,764.15

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The DBM is working on identifying funding through discussion with Pct. #1 parties including possible options to reduce cost through force account work. Results will most likely be reported by Mr. Sergion Cruz.

Attachments

Constable Pct. 1 New Offices -County Front End Documents

Constable Pct. 1 -New Offices Site Wk and Drainge -County Front End Documents

Draft AIA-A101

Draft AIA-A201

Legal's Response

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/05/2012 01:50 PM
Budget & Management	Merlen P. Munoz	04/05/2012 01:54 PM
Auditor's Office	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Moises Salazar Started On: 04/04/2012

Final Approval Date: 04/05/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

HIDALGO COUNTY
"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES"

BID No. -2012-028-05-09-MSS

TABLE OF CONTENTS -COUNTY'S FRONT END DOCUMENTS

Item	Description	No. of Pages
1.	Advertisement	1
2.	Legal Notice	9
3.	Exhibit C, Insurance Requirements	4
4.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
5.	Exhibit E, Proposer's Affidavit	1
6.	Certification Regarding Debarment	1
7.	Vendor/Bidder Application and W-9 form	6
8.	DRAFT -AIA Document A101-2007	
9.	DRAFT -AIA Document A201-2007	
10.	County Forms Submittal Check List	1

The above mentioned items shall be found in this RFB packet. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids for the following Construction Projects:

2012-028-05-09-MSS	**-HIDALGO COUNTY-"Construction Of New Constable Precinct No. 1 Offices".**
2012-028A-05-09-MSS	**-HIDALGO COUNTY-"Construction Of New Constable Precinct No. 1 Offices-Parking Lot And Off-Site Drainage".**

Bid Packets may be obtained as follow:

Project No.	Project Description:	Plans Available at:	Plans/Spec Deposit
2012-028-05-09-MSS	**-HIDALGO COUNTY** **-"Construction Of New Constable Precinct No. 1 Offices".**	Project Architect- Alcocer Garcia and Associates 1333 E. Jasmine McAllen, TX 78501 (956) 618-2007	$150.00 Refundable
2012-028A-05-09-MSS	**-HIDALGO COUNTY** **-"Construction Of New Constable Precinct No. 1 Offices-Parking Lot And Off-Site Drainage".**	Project Engineer- Guzman & Munoz Engineering & Survey, Inc. 2020 E. Expressway 83 Mercedes, TX 78570 (956) 565-4637	$150.00 None Refundable

PRE-BID CONFERENCE is scheduled for Tuesday, April 24, 2012 at 2:00 P.M. at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM-2812 S. Business Hwy 281, EDINBURG, TEXAS 78539

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No. and project name** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

BIDS ACCEPTANCE: Sealed bids will be accepted until **3:00 p.m. on Wednesday, May 09, 2012** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 10th day of April, 2012.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY

"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES"

RFB NO: 2012-028-05-09-MSS

Acceptance Date: **May 09, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2012-028-05-09-MSS- HIDALGO COUNTY – CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00 p.m., WEDNESDAY, May 09, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS -2012-028-05-09-MSS- HIDALGO COUNTY – CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES". Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

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

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

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

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

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

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

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

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

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

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

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

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

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

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

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

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder

b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **BID-2012-028-05-09-MSS- HIDALGO COUNTY – CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES"** 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 Facilities Management
Richard Sunday, Infrastructure System Manager
P.O. Box 1356
Edinburg, TX 78540
Ph: (956) 289-7850
Fax: (956) 318-2648

17. Schedule of Events

Pre-Bid Conference,	**2:00 PM**	**April 24 , 2012**
Bid Opening,	**3:00 PM**	**May 09 , 2012**
Award of Contract		_____, 2012
Commence Work or Deliver Products		_____, 2012

HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

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

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

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

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

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. Ethical Standards:

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

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

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

- NOTICE:
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND
  DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

20. Disclosure of Conflict of Interest

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

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

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

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

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

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

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

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

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

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

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

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be

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

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

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

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

Bid
for

HIDALGO COUNTY
"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES"

BID No. -2012-028-05-09-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "C"

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

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

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

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

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

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

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

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

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

CERTIFICATE HOLDER

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

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

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

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

❒ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

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

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

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 _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

Certification
Regarding Debarment, Suspension Ineligibility

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

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

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

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

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

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

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

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ Date:_____ Other: _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

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

Disadvantaged Business (At Least 51% Ownership)

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

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

Indicate Certification No.(s): _____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

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

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

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

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

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

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

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

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

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

10. A real estate investment trust,

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

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

13. A financial institution,

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

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

Privacy Act Notice

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

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

HIDALGO COUNTY
"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES"

BID No. -2012-028-05-09-MSS

SUBMITTAL CHECK LIST
FOR COUNTY FRONT END FORMS

The following list of forms from the County "Front End Documents" must be included in the RFB response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form.

_____ Exhibit "E" –Proposers Affidavit

_____ Certification Regarding Debarment

_____ Vendor Bidder Application and IRS form W-9

_____ One (1) original, Three (3) copies of complete Response, including any other documentation requested in this RFB not listed in County Front Document Forms (i.e. Bid Form, Bid Bond, Sub-Contractors List, references, etc).

Name:_____

Signature: _____ Date: _____

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

HIDALGO COUNTY

"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES -PARKING LOT AND OFF-SITE DRAINAGE"

BID No. -2012-028A-05-09-MSS

TABLE OF CONTENTS -COUNTY'S FRONT END DOCUMENTS

Item	Description	No. of Pages
1.	Advertisement	1
2.	Legal Notice	9
3.	Exhibit C, Insurance Requirements	4
4.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
5.	Exhibit E, Proposer's Affidavit	1
6.	Certification Regarding Debarment	1
7.	Vendor/Bidder Application and W-9 form	6
8.	County Forms Submittal Check List	1

The above mentioned items shall be found in this RFB packet. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids for the following Construction Projects:

2012-028-05-09-MSS	**-HIDALGO COUNTY-"Construction Of New Constable Precinct No. 1 Offices".**
2012-028A-05-09-MSS	**-HIDALGO COUNTY-"Construction Of New Constable Precinct No. 1 Offices-Parking Lot And Off-Site Drainage".**

Bid Packets may be obtained as follow:

Project No.	Project Description:	Plans Available at:	Plans/Spec Deposit
2012-028-05-09-MSS	**-HIDALGO COUNTY** **-"Construction Of New Constable Precinct No. 1 Offices".**	Project Architect- Alcocer Garcia and Associates 1333 E. Jasmine McAllen, TX 78501 (956) 618-2007	$150.00 Refundable
2012-028A-05-09-MSS	**-HIDALGO COUNTY** **-"Construction Of New Constable Precinct No. 1 Offices-Parking Lot And Off-Site Drainage".**	Project Engineer- Guzman & Munoz Engineering & Survey, Inc. 2020 E. Expressway 83 Mercedes, TX 78570 (956) 565-4637	$150.00 None Refundable

PRE-BID CONFERENCE is scheduled for Tuesday, April 24, 2012 at 2:00 P.M. at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM-2812 S. Business Hwy 281, EDINBURG, TEXAS 78539

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No. and project name** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

BIDS ACCEPTANCE: Sealed bids will be accepted until **3:00 p.m. on Wednesday, May 09, 2012** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 10th day of April, 2012.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY

"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES -PARKING LOT AND OFF-SITE DRAINAGE"

RFB NO: 2012-028A-05-09-MSS

Acceptance Date: **May 09, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES -PARKING LOT AND OFF-SITE DRAINAGE"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2012-028A-05-09-MSS- HIDALGO COUNTY – CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES -PARKING LOT AND OFF-SITE DRAINAGE"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00 p.m., WEDNESDAY, May 09, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS -2012-028A-05-09-MSS- HIDALGO COUNTY – CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES -PARKING LOT AND OFF-SITE DRAINAGE". Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

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

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

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

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

warranties, and service data with their bid including catalogue numbers and any necessary references.

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

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

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

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

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

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

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

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

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

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

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official

c) Purchase Order Number (if any)

d) Notation - **BID-2012-028A-05-09-MSS- HIDALGO COUNTY – CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES -PARKING LOT AND OFF-SITE DRAINAGE"** 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 Facilities Management
Richard Sunday, Infrastructure System Manager
P.O. Box 1356
Edinburg, TX 78540
Ph: (956) 289-7850
Fax: (956) 318-2648

17. Schedule of Events

Pre-Bid Conference,	**2:00 PM**	**April 24 , 2012**
Bid Opening,	**3:00 PM**	**May 09 , 2012**
Award of Contract		_____, 2012
Commence Work or Deliver Products		_____, 2012

HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

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

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

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

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

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. Ethical Standards:

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

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

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

- NOTICE:
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND
  DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

20. Disclosure of Conflict of Interest

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

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

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

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

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

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

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

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

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

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

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

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be

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

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

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

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

Bid
for

HIDALGO COUNTY
"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES -PARKING LOT AND OFF-SITE DRAINAGE"

BID No. -2012-028A-05-09-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "C"

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

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

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

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

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

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

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

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

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

CERTIFICATE HOLDER

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

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

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

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

❒ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

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

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

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 _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

Certification
Regarding Debarment, Suspension Ineligibility

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

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

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

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

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

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

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

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ Date:_____ Other: _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

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

Disadvantaged Business (At Least 51% Ownership)

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

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

Indicate Certification No.(s): _____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

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

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

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

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

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

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

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

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

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

10. A real estate investment trust,

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

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

13. A financial institution,

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

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

Privacy Act Notice

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

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

HIDALGO COUNTY

"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES –PARKING LOT AND OFF-SITE DRAINAGE"

BID No. -2012-028A-05-09-MSS

SUBMITTAL CHECK LIST
FOR COUNTY FRONT END FORMS

The following list of forms from the County "Front End Documents" must be included in the RFB response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form.

_____ Exhibit "E" –Proposers Affidavit

_____ Certification Regarding Debarment

_____ Vendor Bidder Application and IRS form W-9

_____ One (1) original, Three (3) copies of complete Response, including any other documentation requested in this RFB not listed in County Front Document Forms (i.e. Bid Form, Bid Bond, Sub-Contractors List, references, etc).

Name:_____

Signature: _____ Date: _____

DRAFT

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year 2012 »
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Hidalgo
1615 South Closner, Suite J
Edinburg, Texas 78539

and the Contractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
Construction Of A New Constable Precinct No. 1 Offices to consist of 4,245 Sq. Ft. located at Joe Stevens Blvd., Weslaco, Texas

The Architect:
(Name, legal status, address and other information)
Alcocer-Garcia Associates, Inc.
1333 E. Jasmine Avenue
McAllen, Texas 78501

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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2 THE WORK OF THIS CONTRACT

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10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

3.1.1 Liquidated Damages: Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in this Article 3 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in providing in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner, ____Hundred Dollars ($.00) for each day that expires after the time specified in this Article 3 for Substantial Completion until the work is substantially complete.

§ 3.2 The Contract Time shall be measured from the date of commencement.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » ( ) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

See 3.1.1 above.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » ($ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

	Betterment Allowance
TOTAL AMOUNT	

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

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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect and reviewed by the Construction Manager (as such term is hereinafter defined), as evidenced by the Construction Manager's signature, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **30th** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than **the fifth day following approval by Commissioners Court.** .
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner, Construction Manager, and Architect may require. This schedule, unless objected to by the Architect or the Owner and Construction Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment. For purposes of this Agreement "Construction Manager" is defined as G.A.S. Enterprises, Inc.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction, **as modified by Owner and attached hereto as Exhibit** ;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Percent (%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit ""**;

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Construction Manager and the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and *(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit ""**;

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

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(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Not Applicable

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C"**; and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect. The Architect may not issue the final Certificate for Payment until it has been reviewed by the Construction Manager and approved by the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment **and upon acceptance by the Owner and Architect, and after satisfactory evidence has been given by the Contractor that all his bills have been paid and the entire project is free from liens.**

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",** unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",** the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[« X »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

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ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » « »

§ 8.3 The Owner's representative:
(Name, address and other information)
Hidalgo County Commissioner's Court and _____, as referenced in the AIA A201-2007 General Conditions, as modified by the Owner in Section 2.1.1. as authorized representatives.
§ 8.4 The Contractor's representative:
(Name, address and other information)

« »
« »
« »
« »
« »
« »

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, **as modified by Owner and attached hereto as Exhibit "",**

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, **as modified by Owner and attached hereto as Exhibit "".**

§ 9.1.3 The Supplementary and other Conditions of the Contract: Not Applicable.

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« »

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User Notes: (1515532406)

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
« »

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007 Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

«
1. Exhibit '' Bid Form and Addendums from _____
2. Exhibit '' Project Manual (Specifications)
3. Exhibit '' AIA A201-2007, as modified by the Owner.
4. Exhibit '' Notice to Proceed
5. Exhibit '' Certificate of Insurance
6. Exhibit '' Performance and Payment Bonds

ARTICLE 10 INSURANCE AND BONDS
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "",**
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007,,**as modified by Owner and attached hereto as Exhibit ""**).*

Type of insurance or bond	Limit of liability or bond amount ($ 0.00)

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This Agreement entered into as of the day and year first written above and is executed in three (3) original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*	CONTRACTOR *(Signature)*
By: Ramon Garcia, County Judge	By: « »« »
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM:	**ATTEST:**
(Signature)	*(Signature)*
By: Stephen L. Crain	By: Arturo Guajardo Jr., County Clerk
(Printed name and title)	*(Printed name and title)*

DRAFT

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Construction Of A New Constable Precinct 1 Offices consisting of 4,245 Sq. Ft., Located at 1902 Joe Stevens Blvd., Weslaco, Texas 78596

THE OWNER:
(Name, legal status and address)
Hidalgo County
1615 S. Closner, Suite J
Edinburg, Texas 78539

THE ARCHITECT:
(Name, legal status and address)
Alcocer Garcia Associates, Inc.
1333 E. Jasmine Avenue
McAllen, Texas 78501

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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor (except as provided in Paragraph 5.3 and 5.4 hereof), (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, 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.

§ 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, if any;
.4 The General Conditions of the Contract for Construction;
.5 Specifications
.6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 DELETE.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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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.

§ 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 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

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express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall

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promptly notify the Architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, may only be accomplished by an appropriate Modification.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under the Contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner (s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper

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correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions based on Subparagraph 3.4.2, Contractor:

1. represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
.2 represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;
.3 certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

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§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s)

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watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions

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are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 **DELETED**.

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§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect

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in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

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§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

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§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by Owner's all-risk builder's risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising out 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

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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.

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, along with a representative designated by the Owner, during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to kept the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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§ 4.2.5 Based on the Architect's and Construction Manager's evaluations of the Contractor's Applications for Payment, the Architect and Construction Manager 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 the responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 **DELETED.**

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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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 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

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.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.

§ 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.**

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§ 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.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may only 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 and is subject to the approval of Owner.

§ 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:

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.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 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

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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.

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 of the AIA document A101 – 2007 Edition, as modified by the Owner, 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, 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 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

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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..

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 COMMITMENT OF CURRENT REVENUES ONLY

As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner or by Owner upon consultation with Construction Manager ("Construction Manager" shall have the same meaning as defined in the AIA Document A101-2007 as modified by the 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 and Construction Manager, 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

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basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 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 (7) days after receipt of the Contractor's Application for Payment (which such Application for Payment shall be reviewed by the Construction Manager as evidenced by the Construction Manager's signature in the Certificate for Payment provided to the Owner), 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. The Construction Manager's review shall be conducted concurrently with the Architect's review and completed in time for the Architect to certify the Application for Payment within seven (7) days.

§ 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

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construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion with the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted

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Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 **DELETED.**

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed,

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and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project is evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information

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and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the 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.

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§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 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.

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§ 10.3.3 **DELETED.**

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 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.

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§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	**Minimum Amounts and Limits**
Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;

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f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 **Umbrella Excess Liability Insurance**

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article 11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement:"This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises".

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any

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applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 **DELETED.**

§ 11.3.1.3 **DELETED.**

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

§ 11.3.3 LOSS OF USE INSURANCE
DELETED. .

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 **DELETED**.

§ 11.3.6 **DELETED**.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate,

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shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of 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

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costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 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.

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§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 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

§13.3.1 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.

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§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner's personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of one percent (1%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment with regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

§ 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

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Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required 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.

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§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Article 3 of the AIA document A 101 – 2007 Edition, as modified by the Owner, 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

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rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 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 may 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.

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§ 15.4.2 DELETED.

§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER
§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

DRAFT

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User Notes: (1682601336)

Evangelina Garcia

From: Heather De La Garza [hdelagarza@atlashall.com]
Sent: Monday, March 26, 2012 10:57 AM
To: 'Evangelina Garcia'
Cc: Steve Crain; martha.salazar@co.hidalgo.tx.us
Subject: RE: AIA Agreements for Constable Bldg Pct. 1
Attachments: 01 A101-2007 - Wrkng Draft-Const Agrmnt-.doc; 02 A201-2007 - Wrkng Draft-Const Agrmnt-.doc

Importance: High

Vangie,

Apologies, the wrong drafts were attached to my first email. Please use these instead.

Regards,
Heather

Heather De La Garza
Attorney
ATLAS & HALL, L.L.P.
818 Pecan (78501)
P.O. Box 3725
McAllen, Texas 78502
(956) 682-5501
(956) 686-6109 (fax)
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From: Heather De La Garza [mailto:hdelagarza@atlashall.com]
Sent: Monday, March 26, 2012 10:50 AM
To: 'Evangelina Garcia'
Cc: Steve Crain (scrain@atlashall.com); martha.salazar@co.hidalgo.tx.us
Subject: RE: AIA Agreements for Constable Bldg Pct. 1
Importance: High

Vangie,

AI-31782 **18. B. 1.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Yoli Cisneros

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $38,400) as submitted by project engineer, R. Gutierrez Engineer Corporation, for McColl Road II (Dicker to Orangewood) project, through Contract #C-11-310-01-24.

BACKGROUND

Req. #214047

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-028-0-711

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

BUDGETARY IMPACT:

Transfer pending court approval #AI-31783 4/10/2012

Attachments

WA #2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/05/2012 11:49 AM
Budget & Management	Merlen P. Munoz	04/05/2012 11:54 AM
Auditor's Office	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Yolanda Cisneros Started On: 04/04/2012 03:16 PM

Final Approval Date: 04/05/2012

HIDALGO COUNTY
Professional Engineering Services
Contract # C-11-310-01-24
Work Authorization Form

Work Authorization No. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide professional engineering and surveying services for the preparation of Parcels and Metes & Bounds for use in acquiring gas line easements needed to relocate the existing gas line easements for two gas companies. The work includes preparing Parcels and Metes & Bounds for the acquisition of the necessary right-of-way easements as part of the McColl Road II (Dicker to Orangewood) project.

The scope of services to be provided by the **Owner** is identified in **Attachment A – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Attachment B – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is included in **Attachment D – Proposed Fee.** The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT
Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

PART 4. FUNDING
This Work Authorization No. 2 shall be funded through funding source:

Account No. 2-1200-431-00-122-028-0-711

Requisition No. #214047 (must be included after CC approval)

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2012.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Ramon Garcia
Title: County Judge

LIST OF ATTACHMENTS

ATTACHMENT A – Services to be Provided by the Owner
ATTACHMENT B – Services to be Provided by the Engineer
ATTACHMENT C – Work Schedule
ATTACHMENT D – Proposed Fee

HIDALGO COUNTY
Professional Engineering Services
Contract # C-11-310-01-24

Work Authorization No. 2

ATTACHMENT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 6 and Article 9 of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying for the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-11-310-01-24

Work Authorization No. 2
ATTACHMENT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The scope of work will consist of preparation of Parcels and Metes & Bounds for use in acquiring gas line easements needed to relocate the existing gas line easements for two gas companies as part of the McColl Road project. The work includes the preparation of right-of-way parcels for use in the acquisition of the necessary right-of-way easements to accomplish the proposed improvements.

Boundary Surveying Services. The Engineer, utilizing the services of a Registered Public Land Surveyor, will develop a boundary survey for the Owner to use in acquiring rights to the property. The surveyor will utilize ownership information obtained from an independent contractor or provided by the Owner in developing the boundary survey. The surveyor will perform field surveying to establish the existing boundary lines and easement boundaries. The surveyor will prepare field notes and parcel sketches, signed and sealed by a Registered Professional Land Surveyor, for the property surveyed. The surveyor will perform any necessary revisions to the boundary survey, field notes and parcel sketches as may be required. The surveyor will also develop a right-of-way map of the proposed right-of-way easement acquisition.

Miscellaneous. Hidalgo County will assist the engineer in obtaining the right-of-entry from the adjacent property owners.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-11-310-01-24
Work Authorization Form

Work Authorization No. 2

ATTACHMENT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for performing the boundary surveying services called for as described in Attachment B of this Work Authorization including any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Attachment B of this Work Authorization.

The final acceptance by the Owner of the services called for as described in Attachment B of this Work Authorization shall serve as evidence of completion of the work on this Work Authorization.

Proposed Fee

TASK	COST
Boundary Survey Services Fee	
BOUNDARY SURVEY (Est. 16 Parcels @ $2,400 per Parcel)	$38,400
TOTAL (Suveying Services Fee)	**$38,400**

Note: Boundary Surveying will be billed for the actual amount of Parcels surveyed at the rate of $2,400 per parcel.

R. Gutierrez Engineering Corporation

March 28, 2012

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Work Authorization No. 2–McColl Road II – Boundary Surveys for Gas Easements
Project No. ENG11.102

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 2 of the 2011 Road & Bridge Contract. This work authorization is for professional services associated with the McColl Road II Parcels and Metes & Bounds surveys for obtaining gas easements for two gas companies as part of the McColl Road project. Payment for services under this work authorization is based on the actual number of boundary surveys completed for use in obtaining the necessary easements.

If this Work Authorization No. 2 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgec.net

AI-31682 **18. C. 1.**

CC REGULAR

Meeting Date: 04/10/2012

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment on invoice No. 12026 in the amount of $10,637.82 submitted by Javier Hinojosa Engineering, contracted project engineer for "Bentsen Palm Drive Drainage Outfall".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1339-431-00-123-084-0-733

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

BUDGETARY IMPACT:

Available funds in PO 642518 as of 04/02/12 are $10,637.82

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	04/02/2012 09:08 AM

Form Started By: Rocio Villarreal Started On: 03/28/2012 02:13 PM

Final Approval Date: 04/02/2012

SIGN: _____
REQ# 177514
PO# 642518

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 12026

Customer

Name: Hidalgo County Precinct No. 3
Address: 724 N. Breyfogle
City: Mission State: Texas Zip: 78572
Attention: Commissioner Joe M. Flores

Date: March 22, 2012

Project Name: Bentsen Palm Drive Drainage Outfall

Description

Engineering services rendered for completion of the Preliminary Phase , Design Phase and completion of the Construction Phase for the Bentsen Palm Drive Drainage Improvements from Lobo Drive south to the County's Mission Lateral Drainage Ditch.

P.O.#642518
CONTRACT AMT.: $85,102.50

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$21,275.62	100%	$21,275.62	$21,275.62	$0.00	$0.00
Design						
Phase 50%	$42,551.25	100%	$42,551.25	$42,551.25	$0.00	$0.00
Construction						
Phase 25%	$21,275.63	100%	$21,275.63	$10,637.81	$10,637.82	$0.00
TOTAL	**$85,102.50**	**100%**	**$85,102.50**	**$74,464.68**	**$10,637.82**	**$0.00**

TOTAL AMOUNT DUE THIS INVOICE: $10,637.82

Submitted By: Javier Hinojosa Engineering

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY
_____ ON 3/23/12
GOODS/SERVICES RECEIVED BY
_____ ON 3/22/12

2-1339-431-00-123-084-0-733

AI-31735 **18. D. 1.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Martha L. Salazar

Department: IT DEPARTMENT

Information

CAPTION

Authorization to purchase equipment for the Enhanced JP Collection Project using the Justice Court Technology Fund.

BACKGROUND

The initial purchase will be for one unit for a trial run of the enhanced collections model.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1242-412-00-060-001-0-665/745

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

BUDGETARY IMPACT:

Funds available as of 4/5/12

Object Code 665: $30,000.00
Object Code 745: $50,000.00

Attachments

Equipment Quote
Committee request to IT
DA Authorization email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/04/2012 11:04 AM
Budget & Management	Merlen P. Munoz	04/04/2012 11:13 AM
Erika Zamora	Erika Zamora	04/05/2012 09:36 AM
Auditor's Office	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Renan Ramirez Started On: 04/02/2012 02:14 PM

Final Approval Date: 04/05/2012

CDW·G® The Right Technology. Right Away.™

www.CDWG.com
800-808-4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
CPHS478	4180795	2/24/2012

BILL TO
RENAN RAMIREZ
100 E CANO ST
4TH FL
HIDALGO COUNTY
EDINBURG, TX 78539-4582

SHIP TO
HIDALGO COUNTY
100 E CANO ST
4TH FL
RENAN RAMIREZ
EDINBURG, TX 78539-4582
Contact: STAN RAMOS 956-292-7010

Customer Phone # 9563182151

Customer P.O. # ACER ID QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JUAN CAMARGO 866-405-6241	UPS Ground	MasterCard/Visa Go	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2521633	ACER VX498G I3-540 500GB 4GB W7P Mfg#: ACE-PS.VAWP3.002 Contract: TCPN TECHNOLOGY SOLUTIONS R5106	458.53	458.53
1	1164608	ID TECH MINIMAG 2 USB BLK Mfg#: IDT-IDMB-334133B Contract: TCPN TECHNOLOGY SOLUTIONS R5106	61.92	61.92
1	1059054	TRENDNET 4PT KVM SWITCH USB KIT Mfg#: TNI-TK-407K Contract: TCPN TECHNOLOGY SOLUTIONS R5106	50.30	50.30
		SUBTOTAL		570.75
		FREIGHT		.00
		SALES TAX		.00

TOTAL ➧ US Currency 570.75

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-6472

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

From: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
To: "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Thursday, March 22, 2012 10:04:48 PM
Subject: Request to purchase equipment from the JP Technology Fund

Josey,

I have been asked by the *JP Enhanced Collections Project Committee* to purchase equipment using the JP Technology Fund for their project. I have included the email from Rey Salazar below.

The first step is to purchase one set of the equipment that is being recommended (I have attached the quote); which entails a PC, a switch that will share the peripherals and a credit card reader. This equipment will be configured exclusively to access the JP collection website and will be switched away from when not in use. I would like to request your office's opinion before I place these items of the agenda. This is the first kit of the many that will be necessary for this project.

I thank you for your time and attention to this process.

Renán Ramírez
CIO
County of Hidalgo, Texas

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==========

Good Morning Renan,

Please proceed in placing an item on the agenda requesting approval to purchase equipment for the JP Enhanced Collections Project. The first set of equipment will be for installation and testing purposes. After we have run successful trials at the Tax Office, we can proceed in purchasing the rest of the equipment. Let me know if you have any questions.

Respectfully,

Rey Salazar
Director, Strategic Planning Division
Department of Budget and Management
2818 South Business Hwy. 281, Administrative Building
Edinburg, Tx. 78539
(956) 292-7025 Phone
(956) 292-7035 Fax

From: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Date: March 28, 2012 10:30:42 AM CDT
To: "'Renan Ramirez'" <renan.ramirez@co.hidalgo.tx.us>
Cc: <rene.guerra@da.co.hidalgo.tx.us>
Subject: RE: Request to purchase equipment from the JP Technology Fund
Reply-To: <josephine.ramirez@da.co.hidalgo.tx.us>

As we have discussed, Mr. Guerra has given conditional approval on the use of the JP Technology Fund for the purchase of computer equipment to be used by the Tax Office in assisting with the JP Enhanced Collection project (his understanding is that one unit will be purchased for a trial run of the enhanced collections model). However, it will be up to Commissioners Court to make the determination that the computer equipment is a technological enhancement that will assist the Justice Courts in the collection of the outstanding fines and fees.

As our office previously opined, citing reference to Attorney General Opinion GA-0560, the Justice Court Technology Fund established under Article 102.0173 of the Texas Code of Criminal Procedure may be used only for technological enhancements for the justice court and continuing education and training for justice court judges and clerks regarding technological enhancements. The Attorney General's opinion goes on to state that the purchase of computer equipment for constable(s) may be a technological enhancement for the justice court if so determined by the commissioners court. Commissioners court has made the determination for the purchase of equipment for the constables. In addition, the Auditor's Office has recommended that the specific equipment be identified with an explanation of how it will be used as a technological enhancement for the JP's. I would suggest using this same model when submitting this item for approval to commissioners court.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

AI-31759 **18. E. 1.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Martha L Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Amendment to Professional Consulting Services Agreement #C-11-269-10-18 with Paul M. Vazaldua d/b/a VAZALDUA & ASSOCIATES for the ""“Assist with Project Specific Grants and related areas for Judicial Court Functions and Efficiencies for the following categories, but not limited to; a) Improving the Judicial System; b) Human Trafficking Programs and; c) Programs to Protect Women against Domestic Violence., (Including all Funding Sources, Programs and Entities)” for Hidalgo County (approved by CC-10/18/11).

BACKGROUND

Amendment #1-PMV d/b/a Vazaldua & Associates
Contract #C-11-269-10-18

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-412-00-007-001-0-311

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

BUDGETARY IMPACT:

No Budgetary impact.

Attachments

Amendment# 1-PMV dba Vazaldua & Assoc-C-11-269-10-18

contract-C-11-269-10-18-Vazaldua & Assoc

email apprvd by legal-amend#1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/04/2012 11:48 AM
Budget & Management	Merlen P. Munoz	04/04/2012 11:55 AM
Sylvia Solis	Sylvia Solis	04/04/2012 02:59 PM
Auditor's Office	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Letty Saenz Started On: 04/03/2012 04:43 PM

Final Approval Date: 04/05/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT No. 1 to
PROFESSIONAL CONSULTING SERVICES AGREEMENT By and BETWEEN HIDALGO COUNTY, TEXAS AND PAUL M. VAZALDUA, JR. d/b/a VAZALDUA & ASSOCIATES

This **AMENDMENT No. 1** to the **PROFESSIONAL CONSULTING SERVICES AGREEMENT (C-11-269-10-18)** by and between **HIDALGO COUNTY, TEXAS** ("County") and **PAUL M. VAZALDUA, JR.** d/b/a **VAZALDUA & ASSOCIATES** ("Consultant") is entered into between the parties effective this **10th** day of **April, 2012.**

WHEREAS, Consultant and County entered into that certain Professional Consulting Services Agreement effective October 18, 2011 in which Consultant agreed to provide professional consulting services to: **"Assist with Project Specific Grants and related areas for Judicial Court Functions and Efficiencies for the following categories, including but not limited to Improving the Judicial System; Human Trafficking Programs and; Programs to Protect Women against Domestic Violence., (Including all Funding Sources, Programs and Entities)"** for Hidalgo County (the "Agreement");

WHEREAS, the parties desire to amend the Agreement as hereinafter provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Consultant hereby agree to the following amendment to further modify and correct language in paragraph as set forth below:

1. **The first Whereas clause** is hereby deleted in its entirety and the following is substituted in lieu thereof:

WHEREAS, the **Owner** desires to contract with the **Consultant** to provide professional consulting services related to **"Assist with Project Specific Grants and related areas for Judicial Court Functions and Efficiencies for the following categories, but not limited to; Improving the Judicial System; Human Trafficking Programs and; Programs to Protect Women against Domestic Violence., (Including all Funding Sources, Programs and Entities)"** hereinafter referred to as the **"Project"**.

WHEREAS, the County has determined that the services of a Consulting Firm is necessary to carry out the required Services;

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

I

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

PAUL M. VAZALDUA, JR. d/b/a
VAZALDUA & ASSOCIATES

_____
By: _____
Its_____

HIDALGO COUNTY, TEXAS

_____`
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
C-11-269-10-18

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **PAUL M. VAZALDUA, JR. d/b/a VALZALDUA & ASSOCIATES,** Professional Consultant, of **McAllen, Texas**, hereinafter called the **"Consultant".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Consultant** to provide professional consulting services related to **"Assist with Project Specific Grants and related areas for Judicial Court Functions and Efficiencies for the following categories, but not limited to; a) Improving the Judicial System; b) Human Trafficking Programs and; c) Programs to Protect Women against Domestic Violence., (Including all Funding Sources, Programs and Entities)"** hereinafter referred to as the **"Project"**. **WHEREAS**, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 262.024 (a) (4), (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a Professional Consultant to assist the County by providing the Services;

WHEREAS, County has selected the Consultant to provide the Services within **Hidalgo County**, in accordance to **EXHIBIT "A"** Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Consultant do mutually agree as follows:

ARTICLE 1. Employment of Consultant. The **Owner** agrees to employ the **Consultant** and the **Consultant** agrees to perform professional consulting services in connection with the **Project** as stated in the

articles to follow and for having rendered such services, the owner agrees to pay **the Consultant** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **CONSULTANT** agrees to provide those services more particularly as described on **EXHIBIT "B"** attached hereto and made part of this agreement. **CONSULTANT** shall provide the services for the rates and fees described on **EXHIBIT "B"** attached hereto and made part of this agreement. Consultant shall commence work upon receipt of a Work Authorization issued by County.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Consultant**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Consultant** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

2.4 Non-Exclusive Services of Consultant, Hidalgo County reserves the right to request these services from other sources other than the consultant and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Consultant** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement will terminate on **October 17, 2012** hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Consultant** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Consultant** for work performed or costs incurred by the **Consultant** prior to the date authorized by the **Owner** for the **Consultant** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Consultant** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed

before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Consultant** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Consultant** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Consultant**, followed by written confirmation from the **Owner** to the **Consultant** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Consultant**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Consultant**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Consultant.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Consultant** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Consultant.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Consultant** and the **Owner**.

(3) By the **Owner,** upon failure of the **Consultant** to fulfill the **Consultant's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Consultant** of such failure and the

Consultant has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Consultant**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Consultant** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Consultant.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Consultant.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Consultant** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Consultant** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Consultant** to fulfill the **Consultant's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Consultant** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Consultant** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Consultant**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Consultant** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Consultant,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Consultant** under this Agreement, except the obligations set forth in Articles 11, 12, 13, 15, 16, 17, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Consultant** shall, from time to time during the progress of the work, confer with the **Owner**. The **Consultant** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Consultant's** services and work.

At the request of the **Owner** or the **Consultant**, conferences shall be provided at the **Consultant's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Consultant's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Consultant's** preliminary report will be addressed by the **Consultant** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Consultant's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Consultant's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Consultant** to determine the corrective action needed by either the **Owner** or the **Consultant.**

The **Consultant** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Consultant's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Consultant** within established time periods; this disclosure will be accompanied by a statement by the **Consultant** of

recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Consultant, the Owner shall compensate the Consultant as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Consultant**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Consultant** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Consultant** for ***Services*** shall be made by the **Owner**, upon presentation by the **Consultant** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Consultant** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Consultant,** the **Owner** shall pay the **Consultant** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Consultant** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Consultant** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Consultant** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Consultant** shall submit to the **Owner** for approval a **Request for Payment**.

Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Consultant** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Consultant** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Consultant** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Consultant** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Consultant** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Consultant** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Consultant** delivers to the **Owner** an affidavit that so far as the **Consultant** has knowledge or information any and all amounts due for materials and services over which the **Consultant** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Consultant** hereunder if any one or more of the following conditions precedent exist:

The **Consultant** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(1) Any part of such payment is attributable to the **Consultant's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Consultant's** services which were performed in accordance with this Agreement.

(2) The **Consultant** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Consultant;**

(3) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Consultant's** services in accordance with this Agreement, no additional payments will be due the **Consultant** hereunder unless and until the **Consultant,** at its sole cost, performs a sufficient portion of the **Consultant's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Consultant's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Consultant's** services to which such partial payment related or relieves the **Consultant** of any of its obligations hereunder with respect thereto.

6.5 The **Consultant** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Consultant's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Consultant** appearing after completion of the **Project.** (2) failure of the **Consultant's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Consultant** except those previously made in writing and identified by the **Consultant** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Consultant** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Consultant** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Consultant** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Consultant** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Consultant**. The

estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Consultant's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Consultant** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Consultant** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Consultant** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Consultant** and the **Owner.** The **Consultant** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Consultant** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Consultant,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Consultant,** and/or (3) for any other reason agreeable to the **Owner** and the Consultant. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Consultant** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Consultant** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Consultant** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Consultant** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Consultant** pending verification of satisfactory work performed by the **Consultant.**

ARTICLE 9. Additional Work. If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Consultant** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Consultant** and a written supplemental agreement will be executed between the **Owner** and the **Consultant** as provided herein. The **Consultant** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Consultant** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Consultant** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Consultant** for work performed or costs incurred by the **Consultant** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound Consulting principles, the **Consultant** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Consultant** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound Consulting principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Consultant** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Consultant will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Consultant** is required to perform additional work due to delays by the imposition of causes not within the **Consultant's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Consultant** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the cost of the **Project** to an amount within the sum estimated by the **Consultant,** the **Consultant** will be required to make such revisions or changes. These changes will only be considered additional work by the **Consultant,** if the **Consultant** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Consultant** in accordance with Article 9 hereof. If **the Consultant** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Consultant.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. All documents furnished to the **Consultant** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Consultant,** at the **Consultant's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Consultant,** if procurement services are required of the **Consultant** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some purchases, the **Consultant** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Consultant** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Consultant.**

ARTICLE 13. Records, Accounting, Inspection. The **Consultant** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Consultant** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Consultant** regarding the **Project** and to all of the **Consultant's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Consultant** shall preserve all such records for three (3) years after final payment. The **Consultant** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Consultant** shall not assign, subcontract or transfer the **Consultant's** interest in this Agreement without the prior written consent of the **Owner.** The **Consultant** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Consultant** of any responsibilities under this Agreement.

The **Consultant,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Consultant** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Consultant** or from the use of any process designed by the **Consultant** or effected by said apparatus or equipment, and the **Consultant** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Consultant** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Consultant** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Consultant** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Consultant** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Consultant** covering any machines, apparatus, processes, articles, or products included in the **Consultant's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Consultant** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Consultant** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Consultant** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Consultant's** possession prior to such disclosure to the **Consultant** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Consultant** or which otherwise shall lawfully become available to the **Consultant** from a source other than the

Owner, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Consultant** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Consultant** shall, however, inform each of its employees who receive such information of these restrictions and the **Consultant** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Consultant** shall communicate to the **Owner** at once, and require the **Consultant's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Consultant's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Consultant** as compensation for services rendered by the **Consultant** under contract with the **Owner**. The **Consultant** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Consultant's** employees to work under any contract with the **Owner** concerning this **Project,** the **Consultant** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Consultant's Responsibility and Warranties.

17.1 Consultant's Responsibility. The **Consultant** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Consultant**. No additional compensation will be made to the **Consultant** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Consultant.**

17.2 Warranties.

(a) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Consultant** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Consultant's** experience and abilities with respect to performing the **Consultant's** services hereunder. The **Consultant** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Consultant** covenants with the **Owner** to use the **Consultant's** best efforts, skill, judgement and abilities to perform work on the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

(b) The **Consultant** represents, covenants and agrees that all of **Consultant's** services to be furnished by the **Consultant** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among Consultants of similar experience, knowledge, skill and ability engaged in Consulting practice throughout Texas under the same or similar circumstances involving the request of **Project.**

(c) The **Consultant** represents, covenants and agrees that the **Consultant's** special talent, training and experience cause the **Consultant** to be the prime professional on the **Project;** that because of such talent and training, the **Consultant** envisions of the **Project** in its entirely and possesses the special skills which enable the **Consultant** to recognize dangerous conditions that a reasonable, prudent Consultant having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Consultant** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of

property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(d) If the development of **work schedule** identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Consultant** for the **Project,** the **Consultant** represents, covenants and agrees that the **work schedule** of the **Project** will be accurate and free from any material errors. The **Consultant** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **work schedule** developed by the **Consultant** for the **Project;** that the result of such **work schedule**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Consultant's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **work schedule** developed by the **Consultant** for the **Project**, nor shall the **Consultant** 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 **Consultant's** skill and knowledge in preparing such **work schedule.**

(e) In connection with the **Consultant's** performance of procurement services hereunder, if any, the **Consultant** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Consultant's Resources. The **Consultant** shall furnish and maintain, at the **Consultant's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Employees of the Consultant. All employees of the **Consultant** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Consultant** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Consultant** certifies that the **Consultant** presently has

employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.2 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Consultant** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Consultant** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Consultant** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Consultant's** services through activities of the **Consultant**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Consultant** or of any person employed or contracted by the **Consultant** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Consultant,** anyone directly or indirectly employed by the **Consultant** or anyone for whose acts the **Consultant** may be legally liable. The **Consultant** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Consultant,** its agents

partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Consultant** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance The **Consultant** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to the extent of the liabilities assumed by the Consultant under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Consultant under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Consultant** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Consultant** shall furnish the **Owner** with a certificate of

insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Consultant** will be considered in breach of contract should the **Consultant** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Consultant** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Consultant** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Consultant** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Consultant** warrants that the **Consultant** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Consultant**, to solicit or secure this Agreement, and that the **Consultant** has not paid or agreed to pay any company, Consultant or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits,

gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Consultant** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Consultant** hereby certifies that the **Consultant** is not delinquent in Texas franchise tax payments, or that the **Consultant** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Consultant** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Consultant** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**CONSULTANT**:
Hidalgo County	Paul M. Vazaldua d/b/a Vazaldua & Associates
Attn: County Judge	Attn: Paul Vazaldua, Principal Consultant
1615 South Closner	205 Street West Iris
Edinburg, Texas 78539	McAllen, Texas 78501

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Consultant** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Consultant** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Consultant** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Consultant** shall remain an independent contractor and shall have no power nor shall the **Consultant** represent that the **Consultant** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Consultant** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Consultant** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Consultant.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Consultant** and the **Owner** have caused this **Agreement for Professional Consulting Services** to be effective as of the **18th** day of **October 18, 2011**.

CONSULTANT:
PAUL M. VAZALDUA, JR.
d/b/a **VALZALDUA & ASSOCIATES**

BY: _____
Paul M. Vazaldua, Jr., Principal Consultant

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 10/18/11 RO

APPROVED AS TO FORM:
Atlas &Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

Approved on Commissioners' Court: October 18, 2011

ATTACHMENTS:

EXHIBIT A	-Request for Qualifications (RFQ) Procurement Packet.
EXHIBIT B	-Scope of Services to be provided by the Consultant
EXHIBIT C	-Work Schedule
EXHIBIT D	-Consultant's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance *(Hidalgo County)*

EXHIBIT A

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 28, 2010

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Proposals/Qualifications - **"Hidalgo County –Expansion Of Pool Of Professional Consultants To Seek Funding And Assistance Through Federal And State Agencies, Private Sector(s) And Other Sources"**
RFP/Q NO: 2010-245-07-21-CGV

Dear Respondents:

Enclosed please find a Request for Proposals with Qualifications (RFP/Q) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP/Q process.

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/cgv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSALS/QUALIFICATIONS (RFP/Q) CHECKLIST

HIDALGO COUNTY-EXPANSION OF POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH FEDERAL AND STATE AGENCIES, PRIVATE SECTOR(S) AND OTHER SOURCES"

RFP/Q NO: 2010-245-07-21-CGV

1. **Request for Proposals/Qualifications Letter.**
2. **Request for Proposals/Qualifications, Legal Notice, consisting of 9 pages.**
3. **Exhibit A, Requirements, Scope of Services/Requirements consisting of 9 pages.**
4. **Exhibit B, Evaluation/Selection Criteria, consisting of 4 pages.**
5. **Exhibit C, Insurance Requirements, consisting of 3 pages.**
6. **Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 page.**
7. **Exhibit E, Proposer's Affidavit, consisting of 1 page.**
8. **Proposer/Vendor Application and Historically Underutilized Business (HUB) Declaration, IRS W-9 Form, consisting of 7 pages.**
9. **Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.**
10. **Draft Agreement, consisting of 10 pages.**

The above mentioned items shall be found in the Request for Proposals/Qualifications (RFP/Q) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent

6-28-10
Date

RFP/Q NO: 2010-245-07-21CGV	BUYER III: GRISELDA (CRIS) VILLARREAL	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS/QUALIFICATIONS

Hidalgo County
Edinburg, Texas

"EXPANSION OF POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH STATE, FEDERAL AND PRIVATE SECTOR(S) AND OTHER SOURCES"
(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

JULY 21, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626 Form HCPD-04

LEGAL NOTICE **RFP NO: 2010-245-07-21CGV**

1. Sealed proposals with qualifications will be received for **HIDALGO COUNTY-EXPANSION OF POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH STATE, FEDERAL ANDPRIVATE SECTOR(S) AND OTHER SOURCES,** in accordance with the requirements attached hereto as Exhibit "A." Proposals with qualifications should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal with qualification.

2. One (1) original and seven (7) copies of all RFP/Qs are required, with the 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, **RFP/Q NO: 2010-245-07-21-CGV-"Hidalgo County–Expansion Of Pool Of Professional Consultants To Seek Funding And Assistance Through State, Federal And Private Sector(s) And Other Sources"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, 78539 **on or before 9:30 a.m., Wednesday, July 21, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP/Q RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP/Q NO: 2010-245-07-21CGV-HIDALGO COUNTY-"EXPANSION OF POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH STATE, FEDERAL AND PRIVATE SECTOR(S) AND OTHER SOURCES."

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: cris.villarreal@co.hidalgo.tx.us; BY NO LATER THAN Wednesday, July 7, 2010 at 5:00 p.m. Responses will be sent to all applicants by Friday, July 9, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals with qualifications and to waive any/all formalities or technicalities, or to accept the proposal with qualifications considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal with qualifications that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals with qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal with qualifications for approval. Receipt of any

proposal with qualifications shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal with qualifications 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 with qualifications, or to reject all proposals with qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal with qualifications 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 with qualifications 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 with Qualifications. 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 with qualifications.

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

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

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the

budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal with qualifications 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 card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

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

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
2802 S. Business Hwy. 281, New Administration Building
Edinburg, Texas 78539
(956) 318-2626

16. 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: **"Expansion Of Pool Of Professional Consultants To Seek Funding And Assistance Through State, Federal And Private Sector(s) And Other Sources"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Department
Ray Eufracio, CPA
2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956)-318-2511

17. Schedule of Events

Projected RFP/Q Acceptance: 9:30 A.M.,	**July 21, 2010**
Project/Anticipated Award Date:	**_____, 2010**
Commence Work or Deliver Products	**____ , 2010**

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

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All 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 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.~~

19. Ethical Standards:

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

program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

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

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

20. Disclosure of Conflict of Interest:

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who 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 successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. 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.

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

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal with qualifications, represents to County that it meets the following requirements:

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

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 proposer's

indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for 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.

Request for Proposal/Qualifications

"Expansion Of Pool Of Professional Consultants To Seek Funding And Assistance Through State, Federal And Private Sector(s) And Other Sources"

"RFP/Q NO: 2010-245-07-21CGV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer 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 Request for Proposal with Qualification 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 with qualifications.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR
PROPOSAL/QUALIFICATIONS

"EXPANSION OF POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH FEDERAL AND STATE AGENCIES, PRIVATE SECTOR(S) AND OTHER SOURCES"

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

RFP/Q NO: 2010-245-07-21CGV

Hidalgo County is requesting for sealed proposals with qualifications from qualified **"Consultant(s)** in order to establish an **"Expansion of Pool of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Sources"** on an **"As Needed Basis"**. Hidalgo County Purchasing Department will receive sealed proposals with qualifications for the provision and establishment of a **"Expansion of Pool Of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Sources"** as specified herein. Sealed proposals with qualifications will be accepted until **9:30 A.M., Wednesday, July 21, 2010. ANY RFP/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP/Q NO: 2010-245-07-21CGV

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.
The following outlines the Request For Proposal/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that "Request For Proposal/Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, July 7, 2010 at 5:00 P.M. at (956) 292-7612, and/or **BY EMAIL TO: cris.villarreal@co.hidalgo.tx.us** Responses will be sent to all applicants via facsimile by Friday, July 9, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP/Q 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's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal/Qualification (RFP/Q) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering RFP/Q, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS/QUALIFICATIONS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

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

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL/CONTRACT:
It is intended that the term of the pool/contract will be for an initial period of two (2) years, with County's option to renew for an additional one (1) year term, under the same rates, terms and conditions.

The County has the option to extend for sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract under the same rates, terms and conditions.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFP REQUIREMENTS

REQUEST FOR PROPOSAL/QUALIFICATION:
The required contents and limitations for the preparation of the RFP/Q are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP/Q. A total of **one (1) original and seven (7) copies** of the RFP/Q shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFP/Q are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with competent, qualified **"Consultant(s)"**, in order to establish a "Pool", that has had experience in, but not limited to, the following areas:

- Prefer a minimum of five (5) years responsible experience in business/government;
- Prefer a minimum of three (3) years recent experience in grant and/or technical writing;
- Must have experience relevant to Federal And State Agencies, Private Sector(s), and Other Sources For Funding;
- Must have staffing adequate to devote and assign proper personnel to perform and render all the services requested;
- Overall understanding of the "Project" as detailed in scope of work/services;
- Excellent financial-related background and interpersonal skills;
- Effective communication skills, both verbal and written;
- Excellent organizational and analytical skills;
- Ability to manage multiple priorities;
- Ability to formulate recommendations;
- Ability to compile and analyze financial data;

FOR ADDITIONAL SPECIFICATIONS AND REQUIREMENTS-PLEASE REFER TO "SCOPE OF SERVICES" SECTION.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

SCOPE OF SERVICES:

Hidalgo County is requesting proposals from experienced, qualified consultants in order to establish a **"Expansion of Pool Of Professional Consultants"** to provide consulting services required to seek funding and assistance through federal and state agencies. The **"Expansion of Pool Of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Sources"** contract will encompass all project-related services to the County of Hidalgo including, but not limited to, the following:

Required services include, but may not be limited to the following:

a. Review, prepare and/or coordinate grants/funding sources with the assistance of designated Hidalgo County Staff and/or Engineers and Architects;
b. Provide governmental relations and representation before federal and state agencies, private sector(s) and other sources;
c. Plan and coordinate meetings between County Officials and key representatives of federal and state agencies, private sector(s) and other sources;
d. Plan, prepare, and coordinate development of appropriate legislation and appropriation requests to federal and state agencies, private sector(s) and other sources to be presented by County Officials and/or key representatives of the County;
e. Plan, prepare and coordinate presentations for County Officials/Representatives to present before federal and state Agencies, private sector(s) and other sources;
f. Notwithstanding, before commencing, consultant shall **not engage** in any lobbying activity for which a license or registration is required under either state or federal law;
g. Attend meeting(s) with County Officials and Staff to understand the County's concerns and goals prior to commencing any activity relating to federal and state agencies, private sector(s) and other sources;
h. Coordinate with the County to jointly develop strategies relating to federal and state agencies, private sector(s) and other sources;

i. Assist the County in identifying and preparing for critical issues and concerns relating to federal and state agencies, private sector(s) and other sources;
j. Assist with providing appropriate input on any studies identifying concerns that impact the County relating to federal and state agencies, private sector(s) and other sources;
k. Coordinate and develop better working relationships with other urban counties, and any other appropriate leadership and personnel which may be helpful in coordinated response, in the areas of concern as reasonable and necessary relating to federal and state agencies, private sector(s) and other sources;
l. Meet with any and other individual(s) or group(s) involved on such matters of concern relating to federal and state agencies, private sector(s) and other sources;
m. Determine and communicate the various impacts to the County of any and/or such concerns relating to federal and state agencies, private sector(s) and other sources;
n. Obtain funding from federal and state agencies, private sector(s) and other sources to increase the County's capacity for services through grants and other funding sources.
o. Prepare and perform other assignments as requested accordingly;
p. Cooperate and coordinate fully with the County Commissioners' Court, the professional and administrative staffs of the County;
q. Report and consult to the County Commissioners as often as reasonably necessary;
r. Provide any other service(s) necessary or desirable for the development of the service(s);
s. Prepare grant applications/funding requests;
t. Prepare funding needs assessment;
u. Prepare and circulate funding alerts;
v. Consultant will identify, define, and develop funding sources to support existing and planned program activities as well as coordinate the development, writing, and submission of grant proposals to federal and state agencies, private sector(s) and other sources;
w. Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations;
x. Will be required to collect, analyze, and reporting data on the performance of program activities that are funded by public and private sources;
y. Consultant will entail researching available grant funding for specific areas of county responsibility and interest (examples: criminal justice, health care, economic development, emergency management, etc.) technical research/writing required to prepare grant applications, prepares complex correspondence and grant reports/statistics and submits to local, federal, state agencies, private sector(s) and other sources, administration of awarded grants in compliance with all grant requirements, regulations, including monitoring of project activities, budgets, record keeping/reporting;

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer is to provide a fee proposal based on the scope of work and services.

SECTION III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION CRITERIA:
The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, at the sole discretion of Commissioner's Court a presentation may be requested form the participating firm(s) that have scored at least 80 points in order to complete and finalize the ranking and establish a "POOL":

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the RFQs received in response to this Hidalgo County request for proposals/qualifications.

(B) After the RFQs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Proposals/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in seeking funding and assistance through federal and state agencies, private sector(s) and other sources, including but not limited to the following:

A. **BACKGROUND - 15 POINTS**
   1. Provides sufficient professional background.
   2. Provides references.
   3. Indicative of outstanding, or exceptional, performance required services for federal and state agencies, private sector(s) and other sources.

B. **COST - 20 POINTS**
   Provides the required turnkey services at a reasonable cost.

C. **EXPERIENCE - 20 POINTS**
   1. Experience in business/government relevant to federal and state agencies, private sector(s) and other sources.
   2. Experience in business/governmental relations and representation before federal and state agencies, private sector(s) and other sources.
   3. Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations.
   4. Extent of experience.

D. **PROPOSER'S QUALIFICATIONS - 20 POINTS**
   1. Met minimum of five (5) years of experience in federal and state agencies, private sector(s) and other sources.
   2. Met minimum of three (3) years of experience in grant and/or technical writing.
   3. Experience relevant to federal and state agencies, private sector(s) and other sources for funding.

E. **CAPACITY OF PERFORMANCE - 25 POINTS**

1. Provides appropriate evidence of adequate staffing.
2. Staffing level/experience of staff.
3. Adequacy of resources to perform these services.

TERMINATION OF SERVICES:

Any contract awarded 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 day's written notice prior to cancellation.

PROPOSAL WITH QUALIFICATION SUBMITTED TO: An original and seven (7) copies of RFP/Qs should be submitted to:

US Postal Mail address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFP/Qs must be submitted by **no later than 9:30 a.m. on Wednesday, July 21, 2010.**

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP/Q.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY -
REQUEST FOR PROPOSAL/QUALIFICATIONS

"EXPANSION OF POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH FEDERAL, STATE, PRIVATE SECTOR(S) AND OTHER SOURCES"
(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

RFP/Q NO: 2010-245-07-21CGV

SELECTION/EVALUATION CRITERIA

Proposals/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in seeking funding and assistance through federal and state agencies, private sector(s) and other sources, including but not limited to the following:

A. **BACKGROUND - 15 POINTS**
   1. Provides sufficient professional background
   2. Provides references
   3. Indicative of outstanding, or exceptional, performance required services for federal and state agencies, private sector(s) and other sources

B. **COST - 20 POINTS**
   Provides the required turnkey services at a reasonable cost.

C. **EXPERIENCE - 20 POINTS**
   1. Experience in business/government relevant to federal and state agencies, private sector(s) and other sources;
   2. Experience in business/governmental relations and representation before federal and state agencies, private sector(s) and other sources;
   3. Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations;
   4. Extent of experience;

D. **FIRM QUALIFICATIONS - 20 POINTS**
   1. Met minimum of five (5) years of experience in federal and state agencies, private sector(s) and other sources;
   2. Met minimum of three (3) years of experience in grant and/or technical writing;
   3. Experience relevant to federal and state agencies, private sector(s) and other sources for funding;

E. **CAPACITY OF PERFORMANCE - 25 POINTS**
   1. Provides appropriate evidence of adequate staffing;
   2. Staffing level/experience of staff;
   3. Adequacy of resources to perform these services;

Total Points = 100 Points

RFP EVALUATION FORM

"EXPANSION OF POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH FEDERAL, STATE, PRIVATE SECTOR(S) AND OTHER SOURCES"

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

SELECTION CRITERIA	**Min Points**	**Score**
A. **BACKGROUND** 1. Provides sufficient professional background 2. Provides references 3. Indicative of outstanding, or exceptional, performance required services for federal and state agencies, private sector(s) and other sources	0-15 Points	_____

Comments/Rationale For Points:_____

_____

_____

B. **COST**

Provides the required turnkey services at a reasonable cost.

0-20 Points _____

Comments/Rationale For Points:_____

_____

_____

C. **EXPERIENCE**

1. Experience in business/government relevant to federal and state agencies, private sector(s) and other sources;
2. Experience in business/governmental relations and representation before federal and state agencies, private sector(s) and other sources;
3. Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations;
4. Extent of experience;

0-20 Points _____

Comments/Rationale For Points:_____

_____

_____

D. **FIRM QUALIFICATIONS**

1. Met minimum of five (5) years of experience in federal and state agencies, private sector(s) and other sources;
2. Met minimum of three (3) years of experience in grant and/or technical writing
3. Experience relevant to federal and state agencies, private sector(s) and other sources for funding

0-20 Points _____

Comments/Rationale For Points:_____

E. **CAPACITY OF PERFORMANCCE**

1. Provides appropriate evidence of adequate staffing;
2. Staffing level/experience of staff;
3. Adequacy of resources to perform these services;

0-25 Points _____

Comments/Rationale For Points:_____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

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

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

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

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

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

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

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

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT.**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

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

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

❒ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

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

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "EXPANSION OF POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH FEDERAL AND STATE AGENCIES, PRIVATE SECTOR(S) AND OTHER SOURCES"
HIDALGO COUNTY**

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 _____, 20__.

_____
Notary Public

My commission expires:_____, 20____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

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

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

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

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
| | | | - | | | | - | | | | |

or

Employer identification number
| | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ► **Date** ►

Purpose of Form

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

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

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

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

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

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

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

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

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

2. The treaty article addressing the income.

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

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

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

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

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

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

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

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

10. A real estate investment trust,

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

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

13. A financial institution,

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

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

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

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

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

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

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

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

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

EXHIBIT B

SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

SCOPE OF WORK

Professional Grant Writing Services for the Solicitation of Federal, State, Private, or Other Sources for the following:

1. Grants which entice the improvements of the Judicial System

2. Grants which develop courts and/or programs to assist in cases of Human Trafficking

3. Grants which develop courts and/or programs to assist in cases on Violence Against Woman

4. Grant which will provide general improvement to the entire judicial system

Scope of Work includes the following but not limited to:

PHASE ONE

Identify funding sources
Review Grant solicitation
Ensure County of Hidalgo eligibility
Provide program summary of project to Judge Gonzalez
Obtain all required forms

PHASE TWO

Coordinate and facilitate meetings with stakeholders
Coordinate and obtain letters of support from stakeholders

PHASE THREE

Prepare letter of Intent
Prepare grant application
Prepare COG Review
Obtain required signatures

PHASE FOUR

Submit Grant application to appropriate funding source

EXHIBIT C
WORK SCHEDULE

TASK	SCHEDULE	INVOICE NUMBER	%	Inv Date
PHASE ONE	**Weeks One, Two, and Three**	**Invoice Number One**	**20%**	**11/1/11**

- Identify funding sources
- Review Grant solicitation
- Ensure County of Hidalgo eligibility
- Provide program summary of project to Judge Gonzalez
- Obtain all required forms

PHASE TWO	**Weeks Four, Five, and Six**	**Invoice Number Two**	**20%**	**11/22/11**

- Coordinate and facilitate meetings with stakeholders
- Coordinate and obtain letters of support from stakeholders

PHASE THREE	**Weeks Seven, Eight, and Nine**	**Invoice Number Three**	**50%**	**12/13/11**

- Prepare letter of Intent
- Prepare grant application
- Prepare COG Review
- Obtain required signatures

PHASE FOUR	**Week Ten**	**Invoice Number Four**	**10%**	**12/27/11**

- Submit Grant application to appropriate funding source

EXHIBIT D
CONSULTANT'S RATES

Best and Final Offer Hourly Rates

Project Manager	**Hourly Rate**	**$75.00**
General Council	**Hourly Rate**	**$75.00**
Director of Planning and Development	**Hourly Rate**	**$50.00**
Graphic Designer	**Hourly Rate**	**$35.00**
Office Manager	**Hourly Rate**	**$27.00**

EXHIBIT E
WORK AUTHORIZATION FORM

HIDALGO COUNTY

Professional Consulting Services

Contract #C-11-269-10-18

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **VAZALDUA & ASSOCIATES,** "Professional Consultant" of McAllen, Texas, hereinafter called **"Consultant".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Consultant** to provide consulting services as it pertains to the following:

_____

_____

_____

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Consultant** is identified in **Exhibit "B"-Scope of Services to be provided by the Consultant** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this ***Work Authorization #1*** is $_____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "C".**

PART 3. PAYMENT

Compensation and payment to the Consultant for the services established under this Work Authorization shall be made in accordance with applicable sections of the Agreement.

PART 4. FUNDING

This Work Authorization No.___ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate_____ as indicated in the "Exhibit B-Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, **2011.**

THE CONSULTANT:
VAZALDUA & ASSOCIATES

BY:_____
Paul Vazaldua, Principal Consultant

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be provided by the Consultant
ATTACHMENT "B" - Scopes of Work
ATTACHMENT "C" - Estimated Cost Proposal
ATTACHMENT "D" - Rate / Fee Schedule

EXHIBIT F
SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Consultant of, _____, Texas, hereinafter called the "**CONSULTANT**".

WITNESSETH

WHEREAS, the **Owner** and the **CONSULTANT** executed the **Agreement** on the _____day of _____**2011** concerning **CONSULTANT** for _____ _____(hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____ _____ _____ _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **CONSULTANT** agree that said **Agreement** is amended as follows:

1. Article ___ of the **Agreement**, (article title), is revised to

_____ _____ _____ _____ _____ _____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the **Consultant** and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2011.

THE CONSULTANT:
CONSULTANT

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

BY:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT:_____

LIST OF ATTACHMENTS

(as required)

EXHIBIT G
CERTIFICATE OF INSURANCE

292-7612

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
PAC INSURANCE
515 W NOLANA SUITE A
MCALLEN TX 78504
956 687-2722

CONTACT NAME: CYNTHIA VARGAS
PHONE (A/C, No, Ext): 956 687-2722 FAX (A/C, No): 956 618-5941
E-MAIL ADDRESS: SANVARGAS34@YAHOO.COM
PRODUCER CUSTOMER ID #: 00012559

INSURED
VAZALDUA AND ASSOCIATES
PAUL VAZALDUA
3400 N MCCOLL SUITE A
MCALLEN TX 78501

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: OEMGA INSURANCE	GCOCL
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GCOCL	04/26/2011	02/10/2012	EACH OCCURRENCE	$500,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The County of Hidalgo is an additional insured as respects to general and auto liability, as required by written contract.

CERTIFICATE HOLDER
THE COUNTY OF HIDALGO
2802 S BUS HWY 281
EDINBURG TX 78539
ADDITIONAL INSURED

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
CYNTHIA VARGAS

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/16/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Oscar Martinez	
Connect Insurance 905 W FM 495 Ste 4 San Juan , TX 78589	PHONE (A/C, No, Ext): 956-782-8191	FAX (A/C, No): 956-783-9413
	E-MAIL ADDRESS: oscar.martinez@connectmyinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: TRAVELERS CASUALTY INSURANCE	
INSURED PAUL VAZALDUA DBA: VAZALDUA AND ASSOCIATES 205 W IRIS AVE McAllen, TX 78501	INSURER B: USLI	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00019914-6883 REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
	☐						PERSONAL & ADV INJURY	$
	☐						GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY	Y	N	BA-1A799797	05/13/2011	05/13/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							UNINSURED/UNDER	$ 500000
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	PROFESSIONAL LIABILI	Y	N	SP00253690	05/11/2011	05/11/2012	1,000,000	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County is named as additional insured as respects to general and auto liability, as required by written contract.

Scheduled Autos Chevrolet Equinox VIN# 2CNALBEC7B6232854
Chevrolet Camaro VIN# 2G1FK1ES7B9116549

CERTIFICATE HOLDER

COUNTY OF HIDALGO

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

(OMA)

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Affidavit & Indemnity Agreement

Date: October 17, 2011

Affiant: Paul M. Vazaldua, Jr. d/b/a
Vazaldua & Associates

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant **Paul M. Vazaldua, Jr.** states he is a sole proprietor doing business as **Paul M. Vazaldua, Jr. d/b/a Vazaldua & Associates** with Hidalgo County under **Contract No. C-11-269-10-18** dated **October 18, 2011**. Affiant will provide **Professional Consulting Services in the areas but not limited to a) Improving the Judicial System; b) Human Trafficking Programs and; c) Programs to Protect Women against Domestic Violence for the Hidalgo County 370th District Court.**

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

Paul M. Vazaldua, Jr., Principal Consultant

SWORN AND SUBSCRIBED TO under oath before me on October 18, 2011

NOTARY PUBLIC STATE OF TEXAS
GINNA ALVAREZ
My Commission Expires
May 27, 2012

Notary Public, State of Texas

APPROVED

AI-29112 **18. D. 1.**
CC REGULAR
Meeting Date: 10/18/2011
Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

1. Acceptance and approval of a final negotiated "Professional Services Agreement" with the number one ranked firm, PAUL M. VAZLADUA d/b/a VAZALDUA & ASSOCIATES for the purposes of providing "Consulting Services" in the categories which include specific grants and related areas for Judicial Court Functions and Efficiencies for the the following categories, but not limited to; a) Improving the Judicial System; b) Human Trafficking Programs and; c) Programs to Protect Women against Domestic Violence.

2. Acceptance and approval of Work Authorization No. 1 with Paul M. Vazaldua d/b/a Vazaldua & Associates in the amount of $ 35,000.00 in connection to contract #C-11-269-10-18 for: "Professional Services Agreement" with the number one ranked firm, PAUL M. VAZALDUA d/b/a VAZALDUA & ASSOCIATES for the purposes of providing "Consulting Services" in the categories which include specific grants and related areas for Judicial Court Functions and Efficiencies for the the following categories, but not limited to; a) Improving the Judicial System; b) Human Trafficking Programs and; c) Programs to Protect Women against Domestic Violence.

BACKGROUND
Contract
WA#1

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-412-00-007-001-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
Funds in the amount of $35,000.00 for Work Authorization #1, available as of 10/14/2011.

Attachments

contract doc#C-11-269-10-18-PMV dba Vazaldua & Assoc-370th Dist Crt(Consulting Svc)
WA#1-PMV dba Vazaldua & Assoc

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Letty Saenz	10/13/2011 05:13 PM
Budget & Management	Merlen P. Munoz	10/14/2011 08:05 AM
Sylvia Solis	Sylvia Solis	10/14/2011 09:41 AM
Purchasing Department	Letty Saenz	10/13/2011 05:13 PM
Budget & Management	Merlen P. Munoz	10/14/2011 08:05 AM
Sylvia Solis	Sylvia Solis	10/14/2011 09:41 AM
Auditor's Office		

Form Started By: Letty Saenz Started On: 10/12/2011 05:44 PM

Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Monday, April 02, 2012 9:20 AM
To: 'Leticia Saenz'
Subject: FW: REVISED-AMENDMENT #1-PMV dba VAZALDUA & ASSOCIATES-C-11-269-10-18

Importance: High

You go GIRL!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, April 02, 2012 7:41 AM
To: 'Martha Salazar'
Subject: RE: REVISED-AMENDMENT #1-PMV dba VAZALDUA & ASSOCIATES-C-11-269-10-18

It works.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, March 30, 2012 4:25 PM
To: 'Steve Crain'
Subject: FW: REVISED-AMENDMENT #1-PMV dba VAZALDUA & ASSOCIATES-C-11-269-10-18
Importance: High

Mr. Crain:
The 3rd. time should hopefully be the charmer.
Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, March 30, 2012 4:06 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'
Subject: RE: REVISED-AMENDMENT #1-PMV dba VAZALDUA & ASSOCIATES-C-11-269-10-18

Ms. Marty-

Please forward to Mr. Crain for final review and approval. Hopefully, this one is correct.

Please advise.

Thanks.

Leticia H. Saenz
Hidalgo County Purchasing Department
CPPB/Contracts Manager

(956) 318-2626 Work
(956) 292-7000 x-4861 Work
leticia.saenz@co.hidalgo.tx.us
2812 South Business Hwy. 281
Edinburg, Texas 78539

AI-31741 **18. F. 1.**

CC REGULAR

Meeting Date: 04/10/2012

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval of "Supplemental Agreement No. 3" to C-CAP-08-029B-11-12 between Hidalgo County and DOS Logistics Inc. to add "Revised Exhibit D1" with additional project (Esperanza Estates Subdivision) resulting in an increase of $13,871.67 in the estimated amount;

b. Requesting approval of Work Authorization No. 3 (with a proposed fee of $13,871.67) with DOS Logistics Inc. to provide Engineering Services to Hidalgo County Precinct No. 2 for Esperanza Estates Subdivision a Border Colonia Access Program Round III Project;

c. Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice, etc.) as attached hereto for Road Re-Construction of Esperanza Estates Subdivision a Pct 2 BCAP project.

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: April 14, 2012
2nd Advertisement: April 21, 2012
Bid Opening Date: May 02, 2012

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1200-431-00-122-262-0-731

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

BUDGETARY IMPACT:

Attachments

dos sup3
ESP Estates Road recon b book
wa3 DOS 04.12

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/04/2012 11:12 AM
Budget & Management	Merlen P. Munoz	04/04/2012 11:54 AM
Auditor's Office	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Yvette Islas Started On: 04/02/2012 04:15 PM

Final Approval Date: 04/05/2012

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT FORM

C-CAP-08-029B-11-12

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 3
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **DOS Logistics, Inc.,** Professional Engineers of, Weslaco, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **12th** day of **November, 2008** concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number **2** (hereinafter referred to as the "**Project**"); and,

WHEREAS, Supplemental Agreement No. 1 established that the Estimated Cost is $50,716.88,

WHEREAS, it has become necessary to amend the Agreement to increase the amount to $64,588.55.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Exhibit D1 of the Agreement is REVISED to increase the amount to $64,588.55.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the 17th day of March, 2012.

THE ENGINEER:
DOS LOGISTICS, INC.

BY:_____
Eric Ybarra, President

Address for Giving Notices:
212 West Third Street
Weslaco, Texas78596

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT "D1"

REVISED
Fee Breakdown

For and in consideration of the ***Services*** attached to this Agreement and to be rendered by the **Engineer**, the **Owner** shall pay the **Engineer** the **Fee** as defined in this Agreement, and as more particularly identified as follows:

Basic Services Fee	**=**	**$13,871.67**
Basic Engineering	**=**	**8.5% of the Services Fee**
Design Surveys	**=**	**2.5% of the Services Fee**

BID SET NO. _____

BIDDING DOCUMENTS
AND SPECIFICATIONS

FOR

ROAD RE-CONSTRUCTION
OF
ESPERANZA ESTATES SUBDIVISION
IN ACCORDANCE WITH TxDOT COLONIA ACCESS PROGRAM

FOR

HIDALGO COUNTY PRECINCT TWO
HIDALGO COUNTY, TEXAS

BID NUMBER: CAP-3-C-108-0262R-YSI

March 29, 2012

DL, INC.
DOS LOGISTICS, INC.
T.B.P.E. FIRM REGISTRATION #F-9225
1002 E. Expwy 83
Weslaco, Tx. 78596
Phone: (956) 968-8800
Fax: (956) 447-8194

ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION IN ACCORDANCE WITH TxDOT COLONIA ACCESS PROGRAM For HIDALGO COUNTY PRECINCT 2

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TITLE 29 - LABOR

DAVIS-BACON WAGE RATES

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AND GENERAL NOTES

REQUEST FOR BIDS
(Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 2 - with sealed bids on **"ROAD RE-CONSTRUCTION FOR ESPERANZA ESTATES SUBDIVISION(S)".**

A BIDDER'S BOND from a reliable surety company licensed to operate in State of Texas or certified Cashier's Check payable without recourse to the County of Hidalgo, for the amount of not less that **5%** of the total bid shall accompany the bid as guarantee that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of **DOS LOGISTICS, INC., 1002 East Expressway 83, Weslaco, Texas 78596,** Phone No **(956) 968-8800** for the amount of **$100.00.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

PRE-BID CONFERENCE is scheduled for **WEDNESDAY, APRIL 25, 2012** at **2:00 P.M.** at the **HIDALGO COUNTY PURCHASING DEPARTMENT, 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: **CAP--3-C-108-0262R-YSI "ROAD RE- CONSTRUCTION FOR ESPERANZA ESTATES SUBDIVISION";** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address	**Physical Location:**
Hidalgo County New Administration Building	**Hidalgo County New Administration Building**
2812 S. Business Hwy 281	**2802 S. Business Hwy. 281**
Edinburg, Texas 78539	**(Southeast of Canton Rd & Business 281)**
	Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on WEDNESDAY, MAY 02, 2012** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (Tx. D.O.T.)

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed sixty (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

MARTHA L. SALAZAR / CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

INSTRUCTION TO BIDDERS

LEGAL NOTICE **Bid No: CAP-3-C-108-0262R-YSI**

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

2. One (1) original and Four (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID NUMBER CAP-3-C-108-0262R-YSI - HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S)"** and in County's Purchasing Department, new Administration Building, 2812 S Business Hwy 281, Edinburg, Texas, **on or before 9:30 a.m. on WEDNESDAY, MAY 02, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 BID.**

3. Hidalgo County reserves the right to: **A**. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. **B**. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval.

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

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

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

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

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

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are

known to have received a copy of the Request for Bid. Bidders shall acknowledge receipt of all addenda as a part of their bid.

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

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

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

13. Hidalgo 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.

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

15. 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.

16. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

17. DELIVERY INSTRUCTIONS:

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

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

18. B1LLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation **" HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S)"** Descriptive information as to the items or services delivered, including product code, hem number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Marcie Jackson, Administrative Assistant
  Hidalgo County Colonia Access Program
  302 E. State
  Pharr, Texas 78577

19. Schedule of Events

Pre-Bid Meeting, 2:00 PM	**APRIL 25, 2012**
Bid Opening, 9:30 AM	**MAY 02, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

20. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000 all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price, A bid bond must be executed with a surety company authorized to do business in Texas.

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

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

21. 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.

22. 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.

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

24. Bids, 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.

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

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;

- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

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

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

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

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

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

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

31. 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.

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

33. The successful 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 ($300,00.00) per person and $500,000.00 per occurance, consistent with potential exposure to District under the Texas Tort Claims Act. Coverage should injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to District 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 District consistent with potential exposure of District 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 Worker's Compensation Act, Texas Labor Code Chapter 401, et. Seq.

Certificates of insurance naming Hidalgo 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 of 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.

BIDDER'S ACKNOWLEDGMENT

Bid for
HIDALGO COUNTY COLONIA ACCESS PROGRAM –
ROAD RE- CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S)

HIDALGO COUNTY
BID NO: CAP-3-C-108-0262R-YSI

To: Martha L. Salazar. Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 281
Edinburg, Texas 78539)

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

_____

By: _____

Printed Name: _____

Title: _____

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct # 2 (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner a the Hidalgo County Purchasing department until **9:30 a.m. on WEDNESDAY, MAY 02, 2012.** and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid **for HIDALGO COUNTY – "ROAD RE-CONSTRUCTION FOR ESPERANZA ESTATES SUBDIVISION"**

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed from and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form, and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,
b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the

Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s):

"ROAD RE-CONSTRUCTION
FOR ESPERANZA ESTATES SUBDIVISION"

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 90 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **30 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$ 200.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to DOS LOGISTICS INC. 1002 East Expressway 83 Weslaco, Texas 78596 attn: Mr. Luis J. Nava P.E.
and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the

contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

BID PROPOSAL FOR
HIDALGO COUNTY COLONIA ACCESS PROGRAM –
ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S)
BID NO: CAP-3-C-108-0262R-YSI

Martha L. Salazar. Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

Dear Ms. Salazar:

Pursuant to the foregoing **"Advertisement for Bids", N**otice and Instructions to Bidders for **HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S)** located **Hidalgo County Precinct 2,** the undersigned **Bidder** having examined the plans and specifications with related documents and carefully read same, and having visited the site of the proposed work, hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, and supplies to construct the project in accordance with the contract documents within the time set forth herein and at the price stated below and noted in the following pages (Note: Only those bid items identified shall be considered as pay items, all other work shall be incidental to bid items):

Estimated quantities are provided for information only.

BID FORM

CAP-3-C-108-0262R-YSI

"ROAD RE-CONSTRUCTION FOR ESPERANZA ESTATES SUBDIVISION"

ROADWAY IMPROVEMENTS

Item No.	Est Quantity	Unit	Item Description	Unit Bid Price **In Words**	Unit Price **In Figures**	Total Extension In Figures
247	4357	SY	Place New Flexbase (Ty. E. GR4) (County provide Caliche)	Dollars Cents		
314	806	GAL	Emulsified Asphalt (Prime Coat)	Dollars Cents		
529	2602	LF	2' Concrete Curb & Gutter (TY. A) (Barrier)	Dollars Cents		
					Roadway Subtotal	

Bid Total	

BIDDER/COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

Bid Proposal From (Continued)

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 30 calendar days. The Contractor further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter as hereinafter provided in the Construction Contract.

Enclosed with this Proposal is a Cashier's Check or Certified Check for _____ Dollars (_____) or a Bid Bond in the sum of _____ Dollars (_____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE
#1.	_____	_____
#2.	_____	_____
#3.	_____	_____
#4.	_____	_____

Respectfully submitted,

_____
Name of Firm

By: _____
Signature Date

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

_____
Title

_____
Address

_____

(Seal, if BID is by a Corporation)

_____
Telephone Number

Attest _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____ _____ as owner in the penal sum of _____for the payment of which, will and truly to be made, we hereby jointly and severally bind ourselves, our heir, executors, administrators, successors and assigns.

Signed this _____ day of _____, 2012.

The conditions of the above obligation is such that whereas the Principal has submitted to _____ _____ certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____ _____ _____

NOWTHEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS, WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal _____ (L. S.)

Surety _____

SEAL By: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas
County of Hidalgo

_____ being first duly sworn, deposes and says that

(1) He is _____, of _____ the Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5)The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____
(Title)

Subscribed and sworn to before me this _____

day of _____, 2012

_____
Notary Public

My Commission expires: _____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
CAP-3-C-108-0262R-YSI

This Agreement, entered into this ____ day of _____, 2012 by and between Hidalgo County Precinct No. 2 (hereinafter called the "OWNER," and _____. (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S)

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **DOS LOGISTICS INC.**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 60 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 2012.

CONTRACTOR: _____

Name of Firm: _____

Address: _____

Fed. I.D. # / S.S.##: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2012, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:

BY:_____
Atlas & Hall, LLP
800 Pecan
McAllen, Texas 78504

ATTEST:

_____
Arturo Guajardo,Jr., County Clerk

COUNTY OF HIDALGO:

_____
Rene A. Ramirez, County Judge

EXHIBIT “A”'

SPECIFICATIONS

Exhibit “A” consists of the entire bound document as prepared by **DOS LOGISTICS INC.** for HIDALGO COUNTY PRECINCT TWO – **HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S) – Bid No: CAP--3-C-108-0262R-YSI**

EXHIBIT “B”

PAYMENT SCHEDULE

Payment Schedule shall be in accordance with “Bid Proposal for Hidalgo County Precinct Two – **HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD RE-CONSTRUCTION OF ESPERANZA ESTATES SUBDIVISION(S) – Bid No: CAP-3-C-108-0262R-YSI**, included herewith, including Item 1 and any and all related provisions contained herewith.

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 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.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
_____
_____
(hereinafter called the Principal(s), as Principal(s), and _____
_____
_____hereinafter called the Surety(s), as Surety(s), are held and firmly bound onto _____
_____ (hereinafter called the Oblige), in the amount of _____
_____
Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the ___ _____day of _____, 2012, for the _____
_____
_____
Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided in said contract in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code, Section 2253.021(c) for the beneficiaries described by such sub-section, and provisions of said Section to the same extent as if it were copied in length herein.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the _____ day of _____
A.D., 2012.

_____
Principal

ATTEST:

_____ _____
(Principal) Secretary Signature
(SEAL)

_____ _____
Witness to Principal (Print / Type Name)

_____ _____
(Address) (Address)

_____ _____
(City, State, Zip) (City, State, Zip)

PAYMENT BOND (Continued)

	Surety
ATTEST:	
(Surety) Secretary (SEAL)	Attorney-in-Fact (Signature)
Witness to Surety	(Print / Type Name)
(Address)	(Address)
(City, State, Zip)	(City, State, Zip)

Notes: Date of Bond must be prior to date of Contract.
Provide correct name of Contractor, indicate corporation, partnership or an individual, as case may be.
Provide correct name of Surety and Surety must attach its original power of attorney to this BOND.
If Contractor is partnership, all partners must sign and execute BOND.
Indicate County or Parish and State.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ , certify that I am the secretary of the corporation named as Principal in the BOND; that _____ who signed the BOND on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the BOND was duly signed for and on behalf of the corporation by authority of its governing body.

_____ (Corporate Seal)
Secretary's Signature

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
_____
_____
(hereinafter called the Principal(s), as Principal(s), and _____
_____
_____hereinafter called the Surety(s), as Surety(s), are held and firmly bound onto _____
_____ (hereinafter called the Oblige), in the amount of _____
_____
Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the ___ _____day of _____, 2012, for the _____
_____
_____
Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code, Section 2253.021 (b), for the benefit of Oblige and provisions of said Section to the same extent as if it were copied in length herein.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the _____ day of _____
A.D., 2012.

_____
Principal

ATTEST:

_____ _____
(Principal) Secretary Signature
(SEAL)

_____ _____
Witness to Principal (Print / Type Name)

_____ _____
(Address) (Address)

_____ _____
(City, State, Zip) (City, State, Zip)

PERFORMANCE BOND (Continued)

	Surety
ATTEST:	
(Surety) Secretary (SEAL)	Attorney-in-Fact (Signature)
Witness to Surety	(Print / Type Name)
(Address)	(Address)
(City, State, Zip)	(City, State, Zip)

Notes: Date of Bond must be prior to date of Contract.
Provide correct name of Contractor, indicate corporation, partnership or an individual, as case may be.
Provide correct name of Surety and Surety must attach its original power of attorney to this BOND.
If Contractor is partnership, all partners must sign and execute BOND.
Indicate County or Parish and State.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ , certify that I am the secretary of the corporation named as Principal in the BOND; that _____ who signed the BOND on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the BOND was duly signed for and on behalf of the corporation by authority of its governing body.

_____ (Corporate Seal)
Secretary's Signature

General Decision Number: TX120008 01/06/2012 TX8

Superseded General Decision Number: TX20100009

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	
Front End Loader, 3 CY or less	$ 13.49	
Loader/Backhoe	$ 12.77	
Mechanic	$ 15.47	
Milling Machine	$ 14.64	
Motor Grader Operator, Rough	$ 14.62	
Motor Grader, Fine Grade	$ 16.52	
Scraper	$ 11.07	

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with
Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union

rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

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

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

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

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

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 forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIO IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

CONFLICT
OF
INTEREST
FORM
Pg. 1

CONFLICT
OF
INTEREST
FORM
Pg. 2

BIDDER/VENDOR APPLICATION

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION

Pg. 1

TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION

Pg. 2

TAXPAYER
IDENTIFICATION
NUMBER
&
CERTIFICATION
Pg. 3

TAXPAYER
IDENTIFICATION
NUMBER
&
CERTIFICATION
Pg. 4

Insurance Requirement Acknowledgment

I, _____ authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the county's required insurance limits. Said requirements:

- ❑ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioner's Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 am., the morning of the Commissioner's Court meeting, 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 upon notification of intent to award bid at the next scheduled Hidalgo County Commissioner's Court; currently carry the following:

  Automobile Liability $_____ General Liability: $_____

  (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, 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 at Commissioners' Court 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.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

APPLICABLE:

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4, Permits: _____

5. Other: _____

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

*** Any licenses, bonds, certificates, permits, etc. which are required <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.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, Title 122A, revised civil statutes of Texas, and Article 1066 (C), entitle Local Sales and Use Tax, revised civil statutes of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used or consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No. 95-9.07. Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the _____ day of _____, 2012.

_____

Contractor

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions ammend or supplement the Standared General Condisitons of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

The terms in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirety and insert the following in its place:

The Owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in Exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC11.02 Delete paragraph 11.02 in its entirety.

SC-12.01.B.2 & B..3 Delete paragraph 12.01.B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions.

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called th Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C".

SUPPLEMENTAL GENERAL CONDITIONS (Cont'd)

SC-13.08 Add the following language at the end of Paragraph 13.08

It is the intent of this contract to overlay the existing pavement surface of the roads designated in the plans within the limits shown with one and one-half inches (1 ½") of compacted hot-mix asphaltic concrete pavement. The unit bid price to be paid on Bid Item 340 will be adjusted if the average thickness of all cores required to be taken for obtaining in-place densities is less than one and three eighths inches (1 3/8"). The adjusted unit bid price for the item will be the unit price bid multiplied by the percent obtained by dividing the average thickness of the cores by the intended thickness. (for example: 1 3/8" divided by 1 1/2" equals 91.67%)

If average core thickness is below one and one-fourth inches (1 ¼"), then the contractor will be required to overlay the pavement with another one and one-half inch (1 ½") mat of hot-mix asphaltic concrete pavement. No adjustments will be made for any average core thickness greater than one and on-half inches (1 ½"). At the contractor's expense, additional cores can be taken, at random locations, to obtain the average core thickness. All locations of cores will be as approved by the Engineer.

STANDARD SPECIFICATIONS, SPECIAL SPECIFICATIONS, SPECIAL PROVISIONS TO STANDARD SPECIFICATIONS, AND GENERAL NOTES

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

STANDARD SPECIFICATIONS: Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

ITEM 247 FLEXIBLE BASE
ITEM 310 PRIME COAT
ITEM 529 CONCRETE CURB, GUTTER AND COMBINED CURB AND GUTTER

SPECIAL PROVISIONS: Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

CONSTRUCTION GENERAL NOTES

This project will have Calendar Day (CD) Definition for working day.

Reference TxDot Standard Specifications 2004.

Upon the request of the Engineer, the Contractor shall furnish to the Engineer a typed narrative report, signed and dated by the Contractor, outlining the manner of prosecution of work that he intends to follow in subsequent thirty-day period.

The Contractor shall provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

The Contractor shall contact the local power companies prior to commencing construction. The Contractor shall coordinate with the power companies for the raising/relocation of power lines where deemed necessary by the Engineer or the Contractor to effect the proposed construction (subsidiary to the various bid Items).

The Contractor's attention is directed to the possible presence of underground utilities on the Right of Way on this project. It is the responsibility of the Contractor to call for locates 48 hours in the advance of excavation or drilling. It shall be the Contractors responsibility to maintain a minimum clearance of two feet (24-inches) plus the width of the line between marked and unexposed facilities and the cutting edge or point of any power-operated excavating or earth-moving equipment. If excavation is required within the 24-inch distance (measured horizontally), the excavation should be performed very carefully with hand tools and without damage to the existing utilities.

Subcontractors also must file their own locate requests. Even if previous marks are on the ground, the subcontractor is still responsible for filing a locate request.

The Contractor will be responsible for damages to the utilities if the damage is caused by negligence or failure to have locates performed. All costs involved in locating existing utilities shall be considered subsidiary to various bid Items.

The Contractor shall coordinate the clearing and grubbing, excavation and removal and replacement of culverts/structures along the outfall channels with any utility companies whose facilities are encountered.

The Contractor shall make every effort to preserve existing trees designated by the Engineer to remain following construction. The Contractor is required to follow the TXDOT's pruning guidelines and observe recognized tree surgery practices. Additionally, care shall be taken to minimize disruption or damage to the root system of these designed trees.

Control points are to be supplied by the Engineer prior to commencing work. The Contractor shall be responsible for maintaining an accurate vertical and horizontal control throughout the contract.

All material testing to be performed by Owner's independent testing laboratory. All testing to be coordinating with Engineer when ready for testing. All tests not meeting the required specifications will be paid for by the Contractor. This cost will be deducted from his final estimate.

ITEM 5. CONTROL OF THE WORK

To ensure accurate measurement for final pay quantities and to facilitate the Engineer's check on the Contractor's survey work, the Contractor shall be required to set construction stakes based on plan stations and at 100 ft. Maximum intervals or as directed by the Engineer.

ITEM 6. CONTROL OF MATERIALS

The Contractor will be required to furnish the area Engineer the maximum gross weights, including loads, for all vehicles, including trucks, truck-tractors, trailers, semi-trailers or any combination of such vehicles used to deliver materials to the project. Maximum gross weights are to be determined in accordance with Item 6, Article 6.7 of the Standard Specifications.

ITEM 247. FLEXIBLE BASE

The Flexible Base Material will be supplied by Hidalgo County Precinct No.2 and transported to the job site. The Contractor shall coordinate with Hidalgo County Precinct No. 2 staff to schedule delivery of the base material. The Contractor shall be responsible for spreading and working the base material to meet the project specifications for construction of the base course.

Flexible Base Type E grade 4 will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Flexible Base (TY E GR 4) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2”	0
½”	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50

Min. Comp. Strength PSI:	150 at 15 psi lateral pressure

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

All surplus base not used on the project will remain the property of Hidalgo County and will be delivered to the Precinct 2 yard in Pharr, Texas. The County will be responsible for the hauling of this excess material.

ITEM 310. Prime Coat

Prime Coat Comply with Item 310.

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing base areas within the project limits shall be primed, including turnouts and radii, at the rate of 0.2 gal/sy.

ITEM 529. Concrete Curb, Gutter and Combined Curb and Gutter

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK COVERED:

A. Mixing, placing, finishing and providing all related services necessary to construct all cast-in-place concrete work indicated on plans.
B. Class A concrete – 3000 PSI

1.02 QUALITY ASSURANCE:

A. Comply with the latest published edition of the American Concrete Institute (ACI) and American Society of Testing and Materials (ASTM) standards and codes:

1. ACI 315 - Manual of Standard Practice of Detailing.

2. ACI 318 - Building Code Requirements for Reinforced Concrete.

3. ACI 347 - Recommended Practice for Concrete Formwork.

4. ASTM A36 - Structural Steel.

5. ASTM C33 - Concrete Aggregates.

6. ASTM C39 - Concrete Strength of Molded Concrete Cylinders.

7. ASTM C94 - Ready-Mixed Concrete.

8. ASTM C143- Slump of Portland Cement Concrete.

9. ASTM C150- Portland Cement.

10. ASTM C309- Liquid Membrance-Forming Compounds for Curing Concrete.

11. ACI 304 - Recommended Practice for Measuring, Mixing, Transportation and Placing Concrete.

12. ACI 301 - Specification for Structural Concrete for Building.

B. Submit compliance submittals as specified in Division 1, including but not limited to the following: bar schedule, bar details, shop drawings including size and location of openings, waterstops, joint systems and curing method.

C. Submit proposed concrete mix proportions to ENGINEER prior to placing concrete.

PART 2 - PRODUCTS

2.01 PORTLAND CEMENT:

A. Type I, Type II or Type III conforming to ASTM C150 as modified by Texas State Department of Highways and Public Transportation, 2004 Standard Specifications.

B. Type I or II cement may be used unless Type II is specified.

C. Except when Type II specified, Type III may be used when the anticipated air temperature for the succeeding 12 hours will not exceed 60o F.

D. Type III may be used in all pre-cast pre-stressed concrete except in piling when Type II cement is required for substructure concrete.

E. All cement used in a monolithic placement shall be of the same type.

F. May be either bagged or bulk. Partially set or caked cement will be rejected.

G. All types of cements shall be "low-alkali" cements.

2.02 WATER:

A. Clear, fresh, free from injurious amounts of oil, alkaline, acid or organic matter or other deleterious substances and shall not contain more than 1000 parts per million of chlorides as C1 nor more than 1000 parts per million of sulfates as SO_4.

B. Water of known potable quality requires no testing. Other sources shall meet the requirements of AASHTO T-26.

C. Water shall have a pH of not less than 4.5 or more than 8.5.

2.03 FINE AGGREGATE:

A. Natural sand, manufactured sand or a combination of the two, with or without mineral filler.

B. The sand, or mixture of sand, comprising a single fine aggregate, shall consist of clean, hard, durable, uncoated grains and shall be essentially free from clay lumps, salt or alkali, and other foreign material.

C. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	3.0%
Other deleterious substances such as coal, shale, coated grains and soft flaky particles	3.0%

An additional loss of 2% by decantation may be allowed, provided this new additional loss is material of the same quality as specified for fine aggregate or mineral filler.

D. Gradation, percent of weight retained:

Sieve Size	% Retained
3/8 inch	0
No. 4	0 - 5
No. 8	0 - 20
No. 16	15 - 50
No. 30	35 - 75
No. 50	65 - 90
No. 100	90 - 100
No. 200	97 - 100

E. Fineness Modulus: for Grade 1 only - 2.3 minimum, 3.1 maximum.

F. Mineral filler:

1. May be added upon written authorization of ENGINEER.

2. Shall be stone dust or clean crushed sand, or other approved inert material.

3. Shall not exceed 5% of the fine aggregate.

4. Shall meet the following requirements:

Passing No. 30 sieve	95 to 100%
Passing No. 100 sieve	70 to 100%

2.04 COARSE AGGREGATE:

A. Crushed stone, gravel, crushed gravel, crushed blast furnace slag or a combination of these.

B. Gravel and crushed gravel shall consist of clean, hard durable particles, free from adherent coating, thin or elongated pieces, soft or disintegrated particles, dirt, organic or deleterious substances, salt or alkali, and other foreign material.

C. Crushed stone shall consist of the clean, dust free product resulting from crushing of stone. There shall be no adherent coatings, clay, loam organic or deleterious substances, salt or alkali, and other foreign material.

D. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	1.0%	
Shale, slate or other similar material		1.0%
Clay lumps		0.25%
Soft fragments		3.0%
Other deleterious substances, including friable, thin, elongated or laminated pieces		3.0%
The sum of all deleterious substances, exclusive of material removed by decantation, shall not exceed by weight		5.0%

E. Course aggregates shall have a percent wear of not more than 45 when tested in accordance with Test Method Tex-410-A.

F.

Grade No. 1 - Maximum Nominal Size 2 1/2 in. (63 mm)

Sieve	Percentage Retained
2 1/2 in.	0%
2 in.	0 - 20%
1 1/2 in.	15 - 50%
3/4 in.	60 - 80%
No. 4	95 -100%

Grade No. 2 - Maximum Nominal Size 1 1/2 in. (37.5 mm)

Sieve	Percentage Retained
2 in.	0%
1 1/2 in.	0 - 5%
3/4 in.	30 - 65%
3/8 in.	70 - 90%
No. 4	95 -100%

Grade No. 3 - Maximum Nominal Size 1 in. (25 mm)

Sieve	Percentage Retained
1 1/2 in.	0 - 5%
3/4 in.	10 - 40%
1/2 in.	40 - 75%
No. 4	95 - 100%

Grade No. 4 - Maximum Nominal Size 3/8 in. (9.5 mm)

Sieve	Percentage Retained
1/2 in.	0 - 5%
3/8	5 - 30%
No. 4	75 -100%

Gradation, percent of weight retained on:

G. Gradation Requirements - maximum size of aggregate for structural concrete shall not exceed three inches, and shall be reduced in size to meet the following conditions:

1. One-sixth of the least dimension between forms of that part of the structure in which concrete is to be placed; and

2. Three-fourths of the clear space between reinforcement.

3. The maximum size aggregate is defined as the clear space between the sides of the smallest square openings through which 95 percent of the weight of the aggregate can be passed.

4. Unless otherwise noted or restricted by above Grade No. 2, gradation shall be used.

2.05 PIT-RUN AGGREGATE:

A. Pit-run aggregate is the natural gravel and sand obtained from pits without the addition of other fine or course aggregates, and shall consist of hard, durable, uncoated pebbles or stone particles mixed with sand.

B. Pit-run aggregate shall be free from lumps of clay and injurious amounts of dust, shale, soft or flaky particles, salt and alkali.

C. Pit-run aggregate shall be well graded from course to fine when tested by standard laboratory methods and shall meet the following minimum requirements for percentages by weight:

Retained on 1/4 in sieve	55% to 60%

D. Pit-run aggregate shall not be used for high-strength concrete of 3000 psi and above.

E. Pit-run aggregate may be used only for concrete cushion, cradle and protection for pipe.

2.06 ADMIXTURES:

A. Concrete admixtures shall comply with Item 421

2.07 REINFORCING STEEL:

A. Reinforcing steel shall comply with Item 440

2.08 CURING MATERIALS:

A. Liquid Membrane: white pigmented chlorinated rubber, ASTM C309.

B. Liquid Membrane: resin base, clear compound, permitting application of paint, Servicised Product Corp. - Code 2802 or equal.

C. Plastic Film: white pigmented, 0.00085" (minimum) thick.

D. Burlap: jute fabric, lean, free of impurities.

E. Surface Hardener: gray crystal, acidic fluosilicate base, slightly hygroscopic chemical surface hardener, SIKA Hardener, Sika Chemical Corp. or equal.

2.09 JOINT MATERIALS:

A. Joint Sealer: hot poured, non-extruding, elastic, ASTM D1190.

B. Preformed Expansion Joint Filler: non-extruding, bituminous fiber, ASTM D1751.

2.10 WATERSTOP:

A. Polyvinyl chloride or rubber, centerbulb.

B. Size to suit joints, minimum 6".

2.11 FORM MATERIALS:

A. Use plywood, metal, metal framed plywood faced or other acceptable panel-typed material.

B. Coat forms with non-bonding, non-staining commercial compounds.

2.12 MOISTURE BARRIER:

A. Polyethylene sheet, minimum 8 mil., ASTM E154.

2.13 CONCRETE MIX DESIGN AND CONTROL:

A. Submit not less than 10 days prior to the start of concreting operations, to the ENGINEER.

1. Mix design, using a course aggregate factor acceptable to the Engineer.

2. Sufficient samples of all materials to be incorporated into the mix for testing.

3. Full description of the source of supply of each material component.

B. Course aggregate factor:

1. Not more than 0.82 when voids less than 48%.

2. Not more than 0.85 when voids exceed 48%.

3. Not less than 0.68.

C. No changes or deviations from proportions or sources of supply without approval of ENGINEER.

D. No concrete may be placed on the job site until the mix design has been approved by ENGINEER in writing to the CONTRACTOR.

2.14 CONCRETE QUALITY:

A. Consistency:

1. Mortar shall cling to the course aggregate.

2. The aggregate shall not segregate during transport.

3. The concrete and mortar shall show no free water when removed from the mixer.

B. The consistency should allow the completion of all finishing operations with the addition of water to the surface.

C. The concrete shall be uniform, workable, cohesive, possess satisfactory finishing qualities and be of the stiffest consistency that can be placed and vibrated into a homogenous mass.

D. Excessive bleeding shall be avoided.

E. Slump requirements shall be as follows:

Structural Concrete	Avg. Slump	MaxSlump
(a) Cased Drilled Shafts and Thin-walled Sections (9 inches or less) . . .	4	5
(b) Slabs, Caps, Column, Pipers, Wall Sections Over 9 inches, etc.	3	4
(c) Slip Form Paving	1/2	2
(d) Underwater or Seal Concrete	5	6
(e) Rip-Rap, Curb, Gutter and Other Miscellaneous Concrete	(As Specified by ENGINEER)	

NOTE: No concrete shall be permitted with slump in excess of the maximum shown. Any concrete mix failing to meet the above consistency requirements, although meeting the slump requirements shall be considered unsatisfactory; and the mix shall be changed to correct such unsatisfactory conditions.

F. The concrete shall comply with Table 1 below:

TABLE 1 - CLASSES OF CONCRETE

Class	Min.-Max.	Min. Comp.	Min. Beam	Max. Water	Coarse

Of Concrete	SX.Cement per C.Y.	Strength 28-day psi		Strength 7-day psi ****	Cement Ratio Item 2.1.1. (c)(4)	Aggr. No.
A	5.0	3000	500	6.5	2-3-4	
B	4.0	2000	330	8.0	2-3-4	
C*	6.0	3600	600	6.0	1-2-3**	
D	3.0	1500	250	11.0	2-3-4	
E	6.0	3000	500	7.0	2-3	
F	6.5	4200	700	5.5	2-3	
H***	6.5-8.0	As specified on plans		N.A.	5.5	3

*Entrained Air.
**No. 1 course aggregate may be used in foundations only (except cased drilled shafts).
***Prestressed Concrete.
****ASTM C 293 (Center Point)

2.15 GROUT

A. Non-Shrink:

1. Use pre-mixed non-shrink, Embeco Pre-Mixed Grout or Embeco Pre-Mixed Mortar by Master Builders Company or equal.

2. Keep water to a minimum for placing by the dry packing method.

B. Grout for Bonding:

1. 1 part cement to 1 1/2 parts sand by weight.

2. Keep water to a minimum.

PART 3 - EXECUTION

3.01 SUBGRADE:

A. Insure subgrade is true to line and grade and compacted as specified.

B. Fill and recompact any ruts or depressions.

C. Check cross section with a template.

D. Place moisture barrier or moisten subgrade prior to placing of concrete. Method to be approved by the ENGINEER.

3.02 FORMS:

A. Provide forms for all concrete work including footings and base slabs.

B. Construct forms so that completed concrete will conform to shapes, lines, grades and dimensions indicated and required.

C. Forms shall be true, plumb and level with reasonably tight joints. Adequately support and brace forms.

D. Place anchors, inserts, bolts, sleeves and other devices indicated or required for the various portions of all the work.

E. Oil temporary forms with non-staining form oil before reinforcing steel is placed.

F. Rough form finish as defined by ACI 301 permitted for concealed concrete.

G. Smooth form finish as defined by ACI 301 permitted for concealed concrete.

H. Provide 3/4 inch chamfer on exposed corners and edges, and 1-foot below ground level.

3.03 REMOVAL OF FORMS:

A. Do not remove forms or supports until concrete has acquired sufficient strength to safely support its own weight and the superimposed loads.

B. Remove formwork for columns, walls, beam sides and other parts not supporting the weight of the concrete as soon as the concrete has hardened sufficiently to resist damage from removal operations.

C. Formwork for slabs, beam soffits and other parts supporting the weight of the concrete shall remain in place until the concrete has reached its specified 28-day strength.

D. Protect concrete from damage prior to acceptance.

E. Prohibit traffic until concrete is at least 10 days old.

F. Cure areas previously covered by forms.

3.04 MIXING CONCRETE:

A. Maintain all equipment, tools, and machinery used for hauling materials and performing any part of the work to insure completion of the work underway without excessive delays for repairs or replacement.

B. Mixing shall be done in a mixer of adequate size and type to produce uniform distribution of the material throughout the mass.

C. The mixer shall have a plate affixed showing the manufacturer's recommended operating data and it shall be operated within the speed and capacity limits stated thereon.

D. The absolute volume of the concrete batch shall not exceed the rated capacity of the mixer.

E. The entire contents of the drum shall be discharged before any materials are placed.

F. Improperly mixed concrete will not be placed.

G. The mixing time shall be in accordance with the recommendations of the mixer manufacturer.

H. Transit Mix Concrete:

1. Sufficient transit mix equipment shall be assigned exclusively to the project as required for continuous operation.

2. Satisfactory evidence shall be furnished so that the delivery of concrete shall be continuous at regular and uniform intervals, without stoppage or interruption.

3. Concrete shall not be placed on the job after a period of 1 hours after the cement has been placed in the mixer, with mixer turning; 30 minutes without mixer tuning.

I. Continuous Volumetric Mix Concrete:

1. A mobile, continuous, volumetric mixer of the rotating puddle type may be used for when approved by ENGINEER.

2. Mixers shall be designed to receive all the concrete ingredients, including admixtures, required by the mix design in a continuous uniform rate and mix them to the required consistency before discharging.

3. The mixers shall have adequate water supply and metering devices.

4. Calibration of these mixers will be required.

3.05 PLACING CONCRETE:

A. The minimum temperature of all concrete at the time of placement shall not be less than 50º F.

B. Clean transporting equipment, reinforcing and embedded items before placing concrete.

C. Batch trucks or paving equipment not permitted on prepared subgrade unless authorized by the ENGINEER based on actual job conditions.

D. Place no concrete until after inspections of forms by ENGINEER.

A. The maximum time interval between the addition of cement to the batch, and the placing of concrete in the forms shall not exceed the following:

Air or Concrete Temperature		Maximum Time
Nonagitated Concrete		
80º F or above	(26.6º C)	15 minutes
35º F or 79º F	(1.6 to 26.1º C)	30 minutes
Agitated Concrete		
90º F or above	(32.2º C)	45 minutes
75º F to 89º F	(23.9 to 31.6º C)	60 minutes
35º F to 74º F	(1.6 to 23.3º C)	90 minutes

F. Prevent segregation during placing.

G. Consolidate flat work with one pass of mechanical vibrator moving parallel to centerlines. Unusual sections and widths may be hand puddled and finished.

H. Place concrete continuously so that each pour unit will be monolithic in construction and will terminate at expansion, contraction or construction joint. Permit not more than 30 minutes between depositing adjacent batches.

I. Place slab concrete over membrane waterproofing before waterproofing has become damaged or dirty.

J. Concrete placement will not be permitted when impending weather conditions will impair the quality of the work.

K. Slope horizontal surfaces of exterior concrete for drainage.

L. Deposit concrete in forms in horizontal layers not deeper than 24 inches. Avoid inclined construction joints. Place each layer while preceding layer is still plastic to avoid cold joints.

M. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.

N. Do not use vibrators to transport concrete inside of forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to penetrate placed layer of concrete and at least 6 inches into preceding

layer. Do not insert vibrators into lower layers of concrete that have begun to set. Limit vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

3.06 PLACING CONCRETE IN WATER:

A. Concrete shall be deposited in water only when specified on the plans or with written permission of the ENGINEER.

B. The forms or cofferdams shall be sufficiently tight to prevent any water current passing through the space in which the concrete is deposited.

C. Pump will not be permitted during the concrete placing, nor until it has set for at least 36 hours.

D. The concrete shall be placed with a tremie, closed bottom-dump bucket or other approved method.

E. The concrete shall not be allowed to fall freely though the water nor shall it be disturbed after it has been placed. Its surface shall be kept approximately level during placement.

F. The tremie shall consist of a water-tight tube 14-inches or less in diameter. It shall be constructed so that the bottom can be sealed and opened after it is in place and fully charged with concrete. It shall be supported so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. The lower end of the tremie shall be submerged in the concrete at all times.

G. Bottom-dump buckets used for underwater placing shall have a capacity of not less than one-half cubic yard. It shall be lowered gradually and carefully until it rests upon the concrete already placed and raised very slowly during the upward travel; the intent being to maintain still water at the point of discharge and to avoid agitating the mixture.

H. The placing operations shall be continuous until the work is complete.

I. Unless otherwise specified all concrete placed under water, except seal concrete, shall contain an additional sack of cement per cubic yard.

3.07 JOINTS:

A. CONTRACTOR:

1. Extend entirely across flat slabs at locations shown.

2. Location where not shown; maximum spacing is:

a. Driveways: 10'.

b. Sidewalks: 4'.
c. Other flat slabs: 20 times slab thickness.

3. Saw depth not less than 1/4 slab thickness.,

B. Expansion:

1. Install where shown on the plans.

2. Location where not shown: all structures and features which project through, into or against slab.

3. Install according to manufacturer's recommendations, set material securely before placing concrete.

4. Install 1 inch width unless shown otherwise.

C. Filling Joints:

1. Fill not later than 14 days after sawing.

2. Fill immediately following cleaning.

3. Fill to 1/8" of surface.

4. Remove excess while material is still pliable.

5. Refill low areas where necessary.

6. Omit filling sidewalk joints.

3.08 FINISHING EXTERIOR FLAT WORK:

A. Strike off and float as required.

B. Check surface with ten foot straight edge, maximum variance allowed - 1/8".

C. Drag concrete surface longitudinally with double thickness burlap drag after completion of straight edging unless noted otherwise.

D. Use edger on edges of slab.

E. Use hand finishing only when approved by ENGINEER.

3.09 FINISHING OTHER CONCRETE:

A. Interior floors: smooth, steel-trowled finish; use edger on exposed edges. Grind smooth defects which would telegraph through applied finish flooring.

B. Exterior walks and steps lightly broomed finish transverse to traffic flow; use edger on exposed edges.

C. Other Surfaces:

1. Remove fins, projections and loose material.

2. Clean surfaces of form oil.

3. Patch honeycomb, aggregate pockets, voids and holes as follows:

a. Chip out until sound concrete is exposed to minimum depth of 1 inch.

b. Prepare patching mortar with approximately two parts of normal Portland Cement, one part white cement, nine parts fine aggregate; vary proportions of aggregate as necessary to match color of adjacent concrete.

4. Fill holes left by form ties to within 1 inch of surface with non-shrink grout. Fill remainder with patching mortar specified hereinbefore.

5. Apply grout-cleaned finish to all exposed vertical surfaces. Wet surface and rub grout on surfaces with rubber or cork float. Scrape off excess grout and finish with brick rubbing or as approved by ENGINEER.

D. Coordinate required finish with ENGINEER.

3.10 CURING:

A. CONTRACTOR shall inform the ENGINEER fully of the methods and procedures proposed for curing; shall provide proper equipment and material in adequate amounts; and shall have approval of the proposed method, equipment and material prior to placing concrete.

B. All concrete shall be cured for a period of 4 curing days except as noted herein.

EXCEPTIONS TO 4-DAY CURING

Description	Required Curing
Upper Surfaces of Bridge Roadway, Median and Sidewalk Slabs and Top Slabs of Direct Traffic Culverts	8 Curing Days

A curing day is defined as a calendar day when the ambient temperature, taken in the shade away from artificial heat, is above 50 degrees Fahrenheit (10ºC) for at least 19 hours, or the ambient temperature is 50 degrees or less; and if satisfactory provisions are made to maintain the temperature at all surfaces of the concrete above 40 degrees Fahrenheit (4.4ºC) for the entire 24 hours.

C. Form Curing: when forms are left in contact with the concrete, other curing methods shall not be required except for cold-weather protection.

D. Water Curing: all exposed surfaces of the concrete shall be kept wet continuously for the required curing time. The water used for curing shall meet requirements for concrete mixing water.

1. Wet Mat:

a. Cotton mats shall be used for this curing method. The mats shall not be placed in contact with the concrete until such time that damage shall not occur to the surfaces

b. Damp burlap blankets made from 9-ounce stock may be placed on the damp concrete surface for temporary protection prior to the application of the cotton mats.

c. The mats may be placed dry and wetted down after placement.

d. Mat curing, expect for continuous placements, shall commence not later than three hours after finishing of the roadway slab.

e. The mats shall be weighted down adequately to provide continuous contact with all concrete surfaces where possible.

f. The surfaces of the concrete shall be kept wet for the required curing time.

g. Surfaces which cannot be cured by contact shall be enclosed with mats, anchored positively to the forms, or to the ground, so that outside air cannot enter the enclosure. Sufficient moisture shall be provided inside the enclosure to keep all surfaces of the concrete wet.

2. Water Spray. This method shall be accomplished by overlapping sprays or sprinklers, so that all unformed surfaces are kept continuously wet.

3. Ponding. This method requires the covering of the surface with a minimum of two inches (5 cm) of clean granular material, kept wet at all times; or water to a minimum depth of one inch (2.5 cm). Satisfactory provisions shall be made to provide a dam to retain the granular material or water.

E. Membrane Curing:

1. Unless otherwise shown on the plans, Type 2 membrane curing compound may be used where permitted.

2. Membrane shall be applied in a single, uniform coating at the rate of coverage recommended by the manufacturer and as approved by the ENGINEER, but not less than nine gallons per 210-feet (.0038M3 63M) of area. Tests for acceptance shall be at this specified rate.

3. Membrane curing shall not be applied to dry surfaces; but shall be applied to horizontal surfaces just before free moisture has disappeared.

4. Formed surfaces and surfaces which have been given a first rub shall be dampened and shall be moist at the time of application of the membrane.

	REQUIRED		PERMITTED	
STRUCTURE UNIT DESCRIPTION	Water for Complete Curing	Membrane for Interim Curing	Water for Complete Curing	Membrane for Interim Curing
1. Upper surfaces of bridge roadway; median, and sidewalk slabs; top slabs of direct traffic culverts; top surface of any concrete unit upon which concrete is to be placed and bonded at a later interval (stub walls, risers, etc.). Other super-structure concrete (curbs wing-walls, parapet walls, etc.)	X	X (Resin Basin)		
2. Top surface of precast and/or prestressed piling	X	X		
3. All substructure concrete, culverts, box sewers, inlets, manholes, retaining walls, riprap.			*X	*X

*Polyethylene sheeting or burlap polyethylene mats fastened to prevent outside air from entering shall be considered equivalent to water or membrane curing per this item.

5. When membrane is used for complete curing, the film shall remain unbroken for the minimum curing period specified. Membrane which is damaged shall be corrected immediately by reapplication of membrane.

3.11 TESTING:

A. Furnish at least three cylinders or beams from each 40 cubic yard, or portion there of for test purposes unless otherwise directed by ENGINEER. Test one cylinder at 7 days, test second cylinder at 28 days and test third cylinder only if needed for confirmation of compression strength.

3.12 MISCELLANEOUS CONCRETE ITEMS:

A. Filling-in: fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Use non-shrink grout as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.

B. Equipment bases and foundations: provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with certified diagrams or templates of the manufacturer furnishing machines and equipment. Use non-shrink grout as shown on plans.

C. Steel pan stairs: provide concrete fill for steel pan stair treads and landing and associated items. Cast-in safety inserts and accessories as shown on drawings. Screed, tamp and finish concrete surfaces as scheduled.

D. Reinforced masonry: provide concrete grout for reinforced masonry lintels and bond beams where indicated on drawings and as scheduled. Maintain accurate location of reinforcing steel during concrete placement.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Cast-in-place concrete for the work shown on the plans shall be measured by the linear foot as specified in the plans and contract.

4.02 PAYMENT:

A. The accepted quantities of cast-in-place concrete shall be paid for at the unit bid price per linear foot.

B. The unit bid price shall be full compensation for furnishing, hauling, and mixing all concrete materials, including trial batches; placing, curing and finishing all concrete; for all grouting and joints; furnishing and placing all expansion and construction joints, except as provided in the plans; furnishing and placing metal flashing strips and waterstops; and for all forms and false-work, labor, tools, equipment and incidentals necessary to complete the work.

C. The preceding provisions for payment shall not be interpreted to provide payment for concrete in railing, piling, precast pre-stressed concrete units or other concrete items for which provision is otherwise made in the contract.

*** * * END OF SECTION * * ***

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the Engineer to achieve a uniform color and texture of the finished surface exposed to view.

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-08-029B-11-12
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **DOS Logistics, Inc** professional engineers of Weslaco, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide professional engineering services.

A. Esperanza Estates Subdivision

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$13,871.67**. This amount is based upon the costs outlined in the Fee Breakdown attached hereto as **"EXHIBIT D1 Revised."**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. **3** shall be funded through funding source:

Account No. **2-1200-431-00-122-262-0-334**

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No. 2 Commissioner Hector "Tito" Palacios as to content and detail of this Work Authorization No. 3.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2:

BY:_____
Commissioner Hector "Tito" Palacios

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on April 10, 2012 as indicated below and effective as of 10th day of April, 2012.

THE ENGINEER:
DOS Logistics, Inc.

_____
By: Eric Ybarra, President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D1" - Fee Breakdown

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

1) Authorization to the Engineer to begin work.
2) Payment for work performed by the engineer.
3) Assistance to the Engieer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
4) Provide any available relevant data that may on file concerning the Project.
5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
11) Provide Engineer with Geotechnical Data of existing pavement thickness.

Exhibit "B"

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Second Call of Proposition Two funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXD OT Colonia Projects.

2. Perform interviews and each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3. Obtain geotechnical data for pavement designs; determine subsurface conditions.
4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.

6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7. Verify FEMA FIRM zones and requirements.

8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11”x17”) with the following information.

    a) Existing and/or propos3ed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM’s are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, cou7nty and/or city limits, etc..Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11”x17” reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the 1993 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specificati9on reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

5. The Engineer will coordinate and conduct a pre-construction conference.

6. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
    a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.

    b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10. Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

    a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.

    b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.

11. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

Exhibit "C" Work Schedule

ESTIMATED PROJECT SCHEDULE
ESPERANZA ESTATES RECONSTRUCTION

Project Schedule Summary	Duration	2012									
		Feb.	March	April	May	June	July	Aug	Sept.	Oct.	Nov.
ENGINERING NTP	1 days										
ADVERTISEMENT	21 Days										
PRE-BID	1 days										
BID OPENING	1 days										
ENGINEERING RECOMMENDATION	1 days										
CONTRACT PROCESS	30 days										
PRE-CONSTRUCTION AND NTP	1 days										
CONSTRUCTION	30 Days										
SUBSTANTIAL COMPLETION	1 days										
FINAL WALK-THRU	1 day										
AS-BUILTS	5 day										
PROJECT CLOSEOUT	1 day										

EXHIBIT "D1"

REVISED
Fee Breakdown

For and in consideration of the ***Services*** attached to this Agreement and to be rendered by the **Engineer**, the **Owner** shall pay the **Engineer** the **Fee** as defined in this Agreement, and as more particularly identified as follows:

Basic Services Fee	**=**	**$13,871.67**
Basic Engineering	**=**	**8.5% of the Services Fee**
Design Surveys	**=**	**2.5% of the Services Fee**

AI-31748 **18. G. 1.**

CC REGULAR

Meeting Date: 04/10/2012

Department: PURCHASING DEPT.

Information

CAPTION

Approval to purchase Two (2) New 2012 Chevrolet Tahoe's through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor, Caldwell Country Chevrolet (Contract #VE11-11) in the amount of $85,076.00 which includes a $600.00 HGAC administration fee and delivery for (Project #2012-102-OGG).

BACKGROUND

On 3/27/2012 Commissioners Court approved and appropriated funds in the amount of $87,777.27 for proposed purchase of (2) Tahoe's for Pct. #5 under Acct. #2-1302-421-00-295-006-0-741.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1302-421-00-295-006-0-741

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

BUDGETARY IMPACT:

FUNDS APPROPRIATED ON 3/272012; ACCT.#2-1302-421-00-295-006-0-741.

Attachments

12-102

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/05/2012 11:50 AM
Budget & Management	Merlen P. Munoz	04/05/2012 11:53 AM
Auditor's Office	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Oscar Garza Started On: 04/03/2012 10:46 AM

Final Approval Date: 04/05/2012

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE11-11	Date Prepared:	4/2/2012

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT 5	**Contractor:**	CALDWELL COUNTRY CHEVROLET
Contact Person:	CHIEF DEPUTY FELIX RAMOS	**Prepared By:**	AVERYT KNAPP
Phone:		**Phone:**	979-567-6116
Fax:		**Fax:**	979-567-0853
Email:	FELIX.RAMOS@CO.HIDALGO.TX.US	**Email:**	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A17	Description:	2012 CHEVROLET TAHOE PPV CC10706

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 23,976.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
LH SPOTLIGHT 7X6	460		
5.3LV8-FFV	INCL		
6 -SPD AUTOMATIC	INCL		
LOCKING REAR AXLE DIFFERENTIAL G80	295		
DUAL BATTERY 6A6	155		
FULL PATROL PACKAGE - CWPKG2	10460		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	11370

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
HIDALGO COUNTY 6310	5897		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	5897

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is: 17%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	995		
EXTERIOR COLOR BLACK	INCL		
		Subtotal D:	995

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D): 42238

Quantity Ordered:	2	X Subtotal of A + B + C + D:	42238	= Subtotal E:	84476

F. H-GAC Fee Calculation (From Current Fee Tables) — **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost		
UNITS IN STOCK -60 DAY EQPT INST					
				Subtotal G:	0

Delivery Date:	90 DAYS APPX	H. Total Purchase Price (E+F+G):	85076

AI-31625 **17. A. 1.**
CC REGULAR
Meeting Date: 03/27/2012
Department: BUDGET & MANAGEMENT

APPROVED

Information

CAPTION

Tax Notes - Series 2007:
Approval of 2012 appropriation of Tax Notes, Series 2007 funds (1302) to Constable Precinct #5 in the total amount of $87,777.27 for purchase of new vehicles.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1302-421-00-295-006-0-741
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
TAX NOTES, 2007
Amount available in fund balance as of 03/23/12.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Manuel Chapa	Manuel Chapa	03/23/2012 07:47 AM
Budget & Management	Merlen P. Munoz	03/23/2012 08:11 AM
Rosalinda Cantu	Rosie Cantu	03/23/2012 03:17 PM
Purchasing Department	Monica Badillo	03/23/2012 03:38 PM

Form Started By: Sergio Cruz Started On: 03/23/2012

Final Approval Date: 03/23/2012

AI-31731 **18. H. 1.**

CC REGULAR

Meeting Date: 04/10/2012

Submitted For: Martha Salazar Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.,) as attached hereto and drafted by the Hidalgo County Sheriff's Office for: "Turnkey and Purchase of two (2) Used 2007 or 2008 Motor Homes", including the re-advertisement of project in the event no bids and/or rejection responses received and project is still required RFB No. 2012-088-00-00-MEG

BACKGROUND

Proposed Schedule of Event: No Contract required, one time purchase, PO will be issued
1st Advertisement: April 21, 2012
2nd Advertisement: April 28, 2012
Bid Opening: May 09, 2012

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1228-421-00-280-006-0-741

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

BUDGETARY IMPACT:

Available balance as of 4-4-12 $117,000.00

Attachments

Draft Procurement Packet

email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/02/2012 01:08 PM
Budget & Management	Merlen P. Munoz	04/02/2012 01:30 PM
Manuel Chapa	Manuel Chapa	04/04/2012 04:51 PM
Auditor's Office	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Elena Gomez Started On: 04/02/2012 08:07 AM

Final Approval Date: 04/05/2012

PURCHASING DEPARMENT
County of Hidalgo

MEMORANDUM

TO: **SHERIFF'S OFFICE**
ATTN: **Lt. Richard Ozuna**

From: Elena Gomez, Buyer II
Hidalgo County Purchasing Dept.

Date: March 22, 2012

Re: Bid No. 2012-088-00-00-MEG-Approval of Specifications for **HIDALGO COUNTY SHERIFF'S OFFICE -"Purchase of Two (2) used 2007 or 2008 Motor Homes"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE •	DISAPPROVE •
APPROVED WITH MODIFICATIONS •	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 2-7228-421-00-280-006-0

Richard Ozuna Hidalgo Co Sheriff's Office

AUTHORIZED SIGNATURE PRINTED NAME DEPARTMENT DATE

Approved 3-23-2012

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than Friday, March 30, 2012 @ 10:00 a.m.

Enclosures

Date_____, 2012

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids -**"PURCHASE OF TWO (2) USED 2007 OR 2008 USED MOTOR HOMES"**
Bid No: 2012-088-00-00-MEG

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY SHERIFF'S OFFICE
"PURCHASE OF TWO (2) USED 2007 OR 2008 USED MOTOR HOMES"
Bid No: 2012-088-00-00-MEG

1. Request For Bid Letter, consists of __1__ page.

2. Request for Bid, Legal Notice, consisting of__8__ pages.

3. Exhibit "A" Specifications consisting of__2__ pages.

4. Exhibit "B" Bid Page consisting of _1 page.

5. Exhibit "C" Insurance Requirements consisting of __4__ pages.

6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of _1 page.

7. Vendor/Bidder Application and W-9 form, consisting of__6__ pages.

8. Certification Regarding Debarment, consisting of __1__ of page.

9. Draft Requirements Agreement, consisting of __5__ pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar, CPPB **Date**
Purchasing Agent

Bid No: 2012-088-00-00-MEG	Buyer II: Elena Gomez	Tel. No: (956) 318-2626 Ext. 4855

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "PURCHASE OF TWO (2) USED 2007 OR 2008 USED MOTOR HOMES"

BID OPENING DATE:

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626 Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE- PURCHASE OF TWO (2) USED 2007 OR 2008 MOTOR HOMES** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2012-088-00-00-MEG- HIDALGO COUNTY SHERIFF'S OFFICE- PURCHASE OF TWO (2) USED 2007 OR 2008 MOTOR HOMES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., DAY, MONTH DATE, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2012-088-00-00-MEG-HIDALGO COUNTY SHERIFF'S OFFICE- PURCHASE OF TWO (2) USED 2007 OR 2008 MOTOR HOMES."**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County**..**

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

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

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

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

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

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

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

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

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

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

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

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

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

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

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

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder

b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation **-HIDALGO COUNTY SHERIFF'S OFFICE- PURCHASE OF TWO (2) USED 2007 OR 2008 MOTOR HOMES** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) PO must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
Sheriff Guadalupe "Lupe" Trevino
711 El Cibolo Road
Edinburg Texas 78542
956 383-8114

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**_____ 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

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

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

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

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

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. ETHICAL STANDARDS:

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

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

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

20. Disclosure of Conflict of Interest

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

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

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

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

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

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

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

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

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

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably

acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

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

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

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

Bid
For
HIDALGO COUNTY SHERIFF'S OFFICE-
PURCHASE OF TWO (2) USED 2007 OR 2008 MOTOR HOMES
BID NO.: 2012-088-00-00-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

SPECIFICATIONS:

The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Sheriff's Office. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

Hidalgo County Sheriff's Office is seeking to purchase "Two used (2) 2007 or 2008 Motor Homes" as a Turnkey (ready to operate) from a qualified vendor for the purpose a Mobile Command Center, to include but not limited to the following:

1. 2007 or newer motor home with a 34 ft. chassis.
2. 310 HP engine with 415 lbs of torque
3. Mileage not to exceed 19,000 Miles
4. Automatic transmission/Cruise Control
5. Fuel capacity 75 gallons and/or better
6. Air assisted suspension/Hydraulic lift jacks and control panel
7. 5.5 KW Generator able to run all equipment in RV's, equal to and/or better
8. (2) Captains Chairs and/or better
9. 30,000 BTU Furnace and/or better
10. Gel Coated Fiberglass Exterior and/or better
11. (2) Televisions and/or better
12. (2) 13,500 BTU Air Conditioners Ducted and/or better
13. Minimum of (2) slides and/or better
14. Gas/Electric Refrigerator/Microwave and/or better
15. 6 Gallon Gas/Electric Water Heater and/or better
16. Standard living quarters equal to and/or better
17. Power Mirrors with defrost
18. 18ft. Awning
19. Tow Hitch
20. Dual Pane Windows
21. Driver side door
22. Electric Steps
23. Satellite dish
24. TV Antenna
25. Cable Jack
26. Phone Jack
27. Glass Enclosed Shower
28. 1 Year Service Contract bumper to bumper warranty

Additional Information

1. All specifications will be equal or better.
2. Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications.
3. Hidalgo County reserves the right to view, inspect and test proposed vehicle before purchasing it.
4. Hidalgo County has the option to pick up the vehicle to avoid delivery charges.
5. Please submit photo of proposed vehicle with your bid.
6. Hidalgo County reserves the right to award to only one bidder.
7. Hidalgo County reserves the right to: a. separate and accept, or eliminate any item(s)listed under this bid that it deems necessary to accommodate budgetary and/or operational requirement; b. reject any

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or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest bidder and best bid for approval.

TERMS & CONDITIONS:

1) Hidalgo County reserves the right to seek purchases from state awarded vendors whenever it is, its best interest to do so.

2) Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

3) Insurance requirements for this project to be maintained through out the contract term (Refer to Exhibit "C" for limits)

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

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

6) Bid prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point.

WARRANTY: Bidder's submission must include warranty information, a 1-800 service number for the use of clients and/or agency staff and documentation that the proposed product meets minimum efficiency requirements.

ADDITIONAL INFORMATION:
All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, day, month, date, 2012 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than day, month, date, 2012 by 5:00 p.m.

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BID PAGE

Bid is for two **2007 OR 2008 USED MOTOR HOMES** requested, but not limited to, in the specifications as listed in Exhibit "A" of this document and under the terms and conditions described.

2007 Make & Model:	
Unit Bid Price	
Delivery Price	
Total Purchase Price	
List all Warranty:	

2008 Make & Model:	
Unit Bid Price	
Delivery Price	
Total Purchase Price	
List all Warranty:	

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE №:_____ **FAX №:**_____

CELLULAR №:_____

AUTHORIZED SIGNATURE:_____

PRINTER NAME:_____ **DATE** ____/____/____

TITLE:_____

EXHIBIT "C"
INSURANCE REQUIREMENTS

RFB: 2012-088-00-00-MEG

EXHIBIT "C"

Insurance Requirements

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

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

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

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

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

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, _____, authorized representative for _____,
Company/Vendor

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

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

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: Mailing/Postal Address: 2812 S. Business Hwy. 281 Physical Address: 2802 S. Business Hwy. 281 Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address: **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No
Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
| | | – | | – | | | | |

or

Employer identification number
| | | – | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

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

2. The treaty article addressing the income.

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

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Elena Gomez

Sent: Wednesday, April 04, 2012 12:07 PM
To: 'Elena Gomez'
Cc: 'Darlene Betancourt'; 'Arcy Duran'; 'Linda Fong'
Subject: FW: Regular AI-31731 - Purchasing for Sheriff
Attachments: image001.jpg

Importance: High

Ms. Elena:
Please attach to the agenda item. In addition, forward your request to delete and replace the specification revisions to forwarded to DBM.
Thanks,
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, April 04, 2012 11:29 AM
To: 'Martha Salazar'
Subject: RE: Regular AI-31731 - Purchasing for Sheriff

You are correct.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, April 04, 2012 10:43 AM
To: 'Steve Crain'
Cc: 'Darlene Betancourt'; 'Yolanda Velasquez'
Subject: RE: Regular AI-31731 - Purchasing for Sheriff
Importance: High

Mr. Crain:
To summarize your conversation on the issues sent by the Auditor:

1. You are in agreement that Purchase Order will be acceptable as this is a one-time purchase;
2. That item 16(e) should be revised to indicate a PO only;
3. That the proposed language for items 1 & 2 be revised to reflect the recommended wording offered by the Auditor's office (thus eliminating a reference to a make/brand.

Please respond as part of the concern involves an answer from legal.
Thanks,
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, April 04, 2012 7:20 AM
To: 'Martha Salazar'
Subject: RE: Regular AI-31731 - Purchasing for Sheriff

Call me and we can discuss.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, April 03, 2012 4:22 PM
To: 'Darlene Betancourt'; 'Elena Gomez'
Cc: 'Steve Crain'
Subject: FW: Regular AI-31731 - Purchasing for Sheriff
Importance: High

AI-31758 **18. H. 2.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Martha L Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Amendment#1 to Intergovernmental Agreement between LCS Corrections Services and Hidalgo County, Texas for the "HOUSING OF PRISONERS IN THE BROOKS COUNTY DETENTION CENTER" for Hidalgo County Sheriff's Office (approved by CC-04/03/12).

BACKGROUND

Amendment#1
Intergovernmental Agreement

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-423-21-280-002-0-590

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Amendment#1-Inter local-Brooks
Interlocal-Brooks County

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/05/2012 11:50 AM
Budget & Management	Merlen P. Munoz	04/05/2012 11:54 AM
Auditor's Office	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Letty Saenz Started On: 04/03/2012 04:41 PM

Final Approval Date: 04/05/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT No. 1 TO
INTERGOVERNMENTAL AGREEMENT BETWEEN LCS CORRECTIONS SERVICES AND HIDALGO COUNTY, TEXAS REGARDING THE HOUSING OF PRISIONERS IN THE BROOKS COUNTY DETENTION CENTER

This **AMENDMENT No. 1** to the **INTERGOVERNMENTAL AGREEMENT dated April 3, 2012,** by and between Brooks County, Texas ("BROOKS") and **HIDALGO COUNTY, TEXAS** ("HIDALGO") for the Housing of Prisoners in the Brooks County Detention Center is entered into between the parties effective this **10th** day of **April, 2012.**

WHEREAS, Brooks and Hidalgo entered into an Intergovernmental Agreement effective **April 3, 2012** in which Brooks agreed to provide: **"Incarceration of prisoners of Hidalgo County"** for Hidalgo County Sheriff's Office (the "Agreement");

WHEREAS, the parties desire to amend the Agreement as hereinafter provided;

WHEREAS, due to a need to clarify the agreement's tile, the parties now desire to amend the Intergovernmental Agreement to denote the correct agreement title;

WHEREAS, the parties desire to add the following Commitment of Revenues only provision to the Agreement:

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hidalgo and Brooks hereby agree to the following amendments to further modify and correct language in paragraph as set forth below:

1. **The Title of Agreement-** is hereby deleted in its entirety and the following substituted in lieu thereof:

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEE BROOKS COUNTY, TEXAS AND HIDALGO COUNTY, TEXAS
FOR
THE HOUSING OF PRISIONERS IN THE BROOKS COUNTY DETENTION CENTER

2. **The following is hereby added as numbered paragraph 11 to the Agreement**

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Vendor and County ratify and confirm the terms and provisions of the Agreement, as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

BROOKS COUNTY, TEXAS

_____

By: _____

Its_____

HIDALGO COUNTY, TEXAS

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

STATE OF TEXAS)
COUNTY OF BROOKS)

INTERGOVERNMENTAL AGREEMENT BETWEEN LCS CORRECTIONS SERVICES
AND
HIDALGO COUNTY, TEXAS
REGARDING THE HOUSING OF PRISONERS IN THE BROOKS COUNTY
DETENTION CENTER

WHEREAS Brooks County Texas(hereinafter referred to as Brooks) and HIDALGO County , Texas (hereinafter referred to as HIDALGO) seek to enter into an *Intergovernmental Agreement* to provide for the incarceration of HIDALGO prisoners in the Brooks County Detention Center.

NOW THEREFORE, on the dates indicated, Brooks and HIDALGO County, enter into the following agreement concerning the incarceration of prisoners of HIDALGO, and said agreement is set out in full hereafter.

1. Brooks hereby agrees to house prisoners for HIDALGO on a space available basis. The availability of space shall be determined by the Brooks Sheriff in accordance with current jail regulations as promulgated by the *Texas Commission on Jail Standards* concerning the separation and categories of prisoners.

2. HIDALGO shall pay Brooks a daily prisoner-housing fee of Forty –Five dollars ($45.00) per prisoner day. The day the prisoner is "booked in" will be counted and charged. The day the prisoner is "booked out" will not be counted or charged. Brooks will mail HIDALGO with a monthly, itemized invoice showing the actual number of HIDALGO prisoner days in that month and the daily HIDALGO prisoner count. HIDALGO will remit the full amount of the invoice within thirty (30) days of receipt thereof.

3. In addition to the daily prisoner housing fee set forth above, HIDALGO will pay for any and all hospital, mental health, dental, or other health care services and any prescription drugs provided to any HIDALGO prisoners, housed by Brooks. Non-prescription medication will be provided at no cost to HIDALGO or its prisoners.

4. HIDALGO agrees to comply with all booking procedures of Brooks, a copy of which will be provided to HIDALGO.

5. HIDALGO agrees that Brooks will not house any injured prisoners unless HIDALGO has furnished an acceptable medical release signed by appropriate medical personnel, certifying that such prisoner may be incarcerated.

6. Brooks shall notify HIDALGO within ten (10) hours in the event that any HIDALGO prisoner is injured while incarcerated at Brooks and will provide HIDALGO with copies of all incident reports prepared relative to said injury.

7. The Brooks Sheriff reserves the right to refuse or return any HIDALGO inmate if he determines it to be in Brooks' best interest. HIDALGO shall promptly arrange to take custody of any such prisoner is so requested by Brooks.

8. Brooks shall be fully responsible and liable for all suits, claims, losses, and expenses, including reasonable attorney's fees, arising out of Brooks' performance or non-performance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by Brooks, and including the transfer of prisoners to and from Brooks unless transported by HIDALGO.

9. This agreement shall commence as of the date of execution and shall continue for a term of one (1) year unless terminated as set forth herein. Thereafter, and unless terminated as provided, or otherwise renegotiated, the agreement will automatically renew for additional one (1) year terms. If either party deems renegotiation to be necessary, that party shall notify the other party by certified mail, addressed to the County Judge of that party, at least sixty (60) days in advance of the date on which the current term will terminate.

10. All agreements between the parties are set out in this Agreement and no other agreements not contained herein shall be enforceable against either party.

ACCEPTED, APPROVED AND WITNESSED on March 12, 2012.

BROOKS COUNTY, TEXAS

By: Raul M. Ramirez
RAUL RAMIREZ, COUNTY JUDGE

REY RODRIGUEZ, SHERIFF

Pepe Garza
PEPE GARZA, COUNTY CLERK

HIDALGO COUNTY, TEXAS

By:_____
RAMON GARCIA, COUNTY JUDGE

_____
LUPE TREVINO, SHERIFF

_____
ARTURO GUAJARDO, JR., COUNTY CLERK

AI-31655 **18. I. 1.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Martha L. Salazar,CPPB

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to declare as surplus numerous items and vehicles (County Owned and/or Seized)for the purpose of disposition through auction as set forth through Texas Local Gov't Code 263.152.(a)(1) and as further detailed on the Exhibit attached hereto.

BACKGROUND

Auction will take place on Saturday April 28, 2012 at Abrego's Trucking Service.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-18-160-001-0-540

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Expenses that are County's responsibility include: advertising costs (paid by County) and fee for auctioneer deducted from gross auction sales.
Funds available for advertising in req#669296 as of 03-30-12.

Attachments

Auction-List-04-28-2012

list

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/27/2012 03:57 PM
Erika Zamora	Erika Zamora	03/30/2012 03:20 PM
Purchasing Department	Angela Garcia	04/02/2012 09:08 AM

Form Started By: Juan Alvarado Started On: 03/27/2012 03:28 PM

Final Approval Date: 04/02/2012

Auction List for: 04-28-2012

Asset No	Asset Description
DA2-19	MONITOR-HP MODEL L1940T
VEH-DA-01	2004 CHEVROLET SILVERADO TRUCK
VEH-DA-02	2002 JEEP LIBERTY
VEH-DA-03	1998 THOR FIFTH WHEEL RV
VEH-DA-04	1997 FORD F-350
VEH-DA-05	1994 FORD TRUCK
VEH-DA-06	2009 LINCOLN MKS SEDAN
VEH-DA-07	2003 CHEVROLET VAN
VEH-DA-08	2000 WABASH REEFER
VEH-DA-09	2004 KENWORTH TRUCK TRACTOR
VEH-DA-10	1998 GREAT DANE TRAILER
VEH-DA-11	2000 GREAT DANE TRAILER
VEH-DA-12	1999 FREIGHTLINER TRACTOR
CR-4361-11-2-01/12	BLACK TV STAND
CR-4361-11-2-02/12	MICROSOFT XBOX 360
CR-4361-11-2-03/12	T-MOBILE PHONE
CR-4361-11-2-04/12	MICROSOFT XBOX 360
CR-4361-11-2-05/12	MICROSOFT XBOX 360
CR-4361-11-2-06/12	NINTENDO VIDEO GAME SYSTEM
CR-4361-11-2-07/12	SAMSUNG 50" TV
CR-4361-11-2-08/12	RED NINTENDO DS XL
CR-4361-11-2-09/12	BLACK SPRINT BLACKBERRY HEX
CR-4361-11-2-10/12	APPLE IPOD
CR-4361-11-2-11/12	SENTRY SAFE BOX
CR-4361-11-2-12/12	DVD-MOVIES
26965	DESK-BROWN
28200	CREDENZA-GREY
46233	REFRIGERATOR-TRUE
47512	DELL PC
29779	JOHN DEERE MOWER
26006	1993 1/2 TON CHEVY P/U TRUCK
26291	1993 FORD F150 P/U TRUCK
29537	1995 FORD R/C P/U TRUCK
30163	1985 INTERNATIONAL DUMP TRUCK
30703	1997 GMC SIERRA P/U TRUCK
30704	1997 GMC SIERRA P/U TRUCK
31593	1998 GMC SIERRA 1/2 P/U TRUCK
31705	1988 WESTERN STAR TRUCK-TRACTOR
31892	1992 INTERNATIONAL FLAT BED TRUCK
33750	1999 30 YARD CONTAINER
30072	1" AIR WRENCH CQ
44289	CANON DR-1210C SCANNER
120133	BROTHER PRINTER MFC-544CN
12-0300	DELL MON.
12-0301	EPSON LASER
49677	HP.OFF C8180 ALL IN ONE
12-0299	HP. OFF 4680 ALL IN ONE
12-0210	13"TV WITH VHS TOSHIBA
12-0214	13"TV WITH VHS TOSHIBA
12-0216	13"TV WITH VHS TOSHIBA
12-0219	13"TV WITH VHS TOSHIBA
12-0230	13"TV WITH VHS TOSHIBA
12-0264	13"TV WITH VHS TOSHIBA

Auction List for: 04-28-2012

12-0280	13"TV WITH VHS TOSHIBA
12-0281	13"TV WITH VHS TOSHIBA
12-0282	13"TV WITH VHS TOSHIBA
12-0211	13"TV WITH VHS TOSHIBA
12-0212	13"TV WITH VHS TOSHIBA
12-0213	13"TV WITH VHS TOSHIBA
12-0217	13"TV WITH VHS TOSHIBA
12-0222	13"TV WITH VHS TOSHIBA
12-0223	13"TV WITH VHS TOSHIBA
12-0223	13"TV WITH VHS TOSHIBA
12-0224	13"TV WITH VHS TOSHIBA
12-0225	13"TV WITH VHS TOSHIBA
12-0226	13"TV WITH VHS TOSHIBA
12-0227	13"TV WITH VHS TOSHIBA
12-0229	13"TV WITH VHS TOSHIBA
12-0232	13"TV WITH VHS TOSHIBA
12-0235	13"TV WITH VHS TOSHIBA
12-0243	13"TV WITH VHS TOSHIBA
12-0215	13"TV WITH VHS TOSHIBA
12-0220	13"TV WITH VHS TOSHIBA
12-0229	13"TV WITH VHS TOSHIBA
12-0231	13"TV WITH VHS TOSHIBA
12-0242	13"TV WITH VHS TOSHIBA
12-0245	13"TV WITH VHS TOSHIBA
12-0268	13"TV WITH VHS TOSHIBA
12-0270	13"TV WITH VHS TOSHIBA
12-0276	13"TV WITH VHS TOSHIBA
12-0284	13"TV WITH VHS TOSHIBA
12-0250	13"TV WITH VHS TOSHIBA
12-0251	13"TV WITH VHS TOSHIBA
12-0252	13"TV WITH VHS TOSHIBA
12-0253	13"TV WITH VHS TOSHIBA
12-0254	13"TV WITH VHS TOSHIBA
12-0255	13"TV WITH VHS TOSHIBA
12-0256	13"TV WITH VHS TOSHIBA
12-0257	13"TV WITH VHS TOSHIBA
12-0258	13"TV WITH VHS TOSHIBA
12-0259	13"TV WITH VHS TOSHIBA
12-0262	13"TV WITH VHS TOSHIBA
12-0265	13"TV WITH VHS TOSHIBA
12-0266	13"TV WITH VHS TOSHIBA
12-0267	13"TV WITH VHS TOSHIBA
12-0293	13"TV WITH VHS TOSHIBA
12-0234	13"TV WITH VHS TOSHIBA
12-0274	13"TV WITH VHS TOSHIBA
12-0275	13"TV WITH VHS TOSHIBA
12-0277	13"TV WITH VHS TOSHIBA
12-0278	13"TV WITH VHS TOSHIBA
12-0279	13"TV WITH VHS TOSHIBA
12-0286	13"TV WITH VHS TOSHIBA
12-0289	13"TV WITH VHS TOSHIBA
12-0290	13"TV WITH VHS TOSHIBA
12-0294	13"TV WITH VHS TOSHIBA
12-0221	13"TV WITH VHS TOSHIBA
12-0240	13"TV WITH VHS TOSHIBA

Auction List for: 04-28-2012

12-0246	13"TV WITH VHS TOSHIBA
12-0247	13"TV WITH VHS TOSHIBA
12-0248	13"TV WITH VHS TOSHIBA
12-0263	13"TV WITH VHS TOSHIBA
12-0269	13"TV WITH VHS TOSHIBA
12-0271	13"TV WITH VHS TOSHIBA
12-0272	13"TV WITH VHS TOSHIBA
12-0273	13"TV WITH VHS TOSHIBA
12-0283	13"TV WITH VHS TOSHIBA
12-0285	13"TV WITH VHS TOSHIBA
12-0291	13"TV WITH VHS TOSHIBA
12-0292	13"TV WITH VHS TOSHIBA
12-0296	13"TV WITH VHS TOSHIBA
12-0236	13"TV WITH VHS TOSHIBA
12-0237	13"TV WITH VHS TOSHIBA
12-0238	13"TV WITH VHS TOSHIBA
12-0239	13"TV WITH VHS TOSHIBA
12-0241	13"TV WITH VHS TOSHIBA
12-0244	13"TV WITH VHS TOSHIBA
12-0249	13"TV WITH VHS TOSHIBA
12-0260	13"TV WITH VHS TOSHIBA
12-0261	13"TV WITH VHS TOSHIBA
12-0288	13"TV WITH VHS TOSHIBA
12-0287	13"TV WITH VHS TOSHIBA
12-0295	13"TV WITH VHS TOSHIBA
12-0297	13"TV WITH VHS TOSHIBA
12-0298	13"TV WITH VHS TOSHIBA
41884	AMPTRON LCD MONITOR 17 "
41884	AMPTRON LCD MONITOR 17 "
53373	1-WHIRLPOOL REFRIGERATOR
HT-21	6-QUICK UP SHADE CANOPIES
HT-22	1-WEELANDER CANOPY
HT-23	1-EZ UP ORG SHADE CANOPY
HT-24	1-MAGELLAN BADLAND CANOPY
HT-25	1-RAWLING SPORT TRAINING SET
HT-26	3-RIVER RUN FLOATING TUBE
HT-27	1-FISHING TACKLE BOX
HT-28	1-EVERLAST SAUNA SUITE
HT-29	1-UNDER ARMOR SUNGLASSES
HT-30	1-COLEMAN COOKING STOVE
HT-31	1-MAUL TREE FEEDER
HT-32	2-STURNS LIFE VEST
HT-33	1-MARCE UPRIGHT EXERVISE BIKE
HT-34	2-MAGELLAN WADERS
HT-35	1-COLEMAN AIRBED
HT-36	1-SKI MIRROR
HT-37	1-COLEMAN AIRE PUMP
HT-38	1-EVERLAST BASKETBALL HANGER
HT-39	1-SPALDING BASKETBALL BRACKET
HT-40	1-PENN REEL
HT-41	1-RUBBER SWIMMING POOL
12-0033	GVC MONITIOR
12-0034	HP MONITIOR M50
12-0037	HP PAVILLION MX 50
12-0038	HP MONITIOR M50

Auction List for: 04-28-2012

12-0039	HP PAVILLION MX 50
12-0040	HP PAVILLION MX 50
12-0046	HP COMPAQ MON.
12-0049	SONY TRINITRON MON.
12-0050	HP PAVILLION MX 50
12-0053	HP PAVILLION MX 50
31752	CPU TOWER
12-0022	POWWERSHRED PS50
12-0023	CORTELCO PHONE
12-0025	ITT TELEPHONE
12-0035	ESPON SCANNER 1670
12-0036	HP COMPAQ MON.5500
12-0041	PAPER SHREADER
12-0042	INVACRE
12-0043	ASSORTED KEYBOARDS
12-0044	HP KEYBOARD
12-0045	DIGI PORT SERVER
12-0047	TV REMOTE CONTROLS
12-0048	COMPAQ KEYBOARDS
12-0051	HP COMPAQ MON.5500
12-0054	SCAN-TRON OMR
12-0024	MOTOROLA RADIO
12-0026	MOTOROLA RADIO
12-0027	MOTOROLA RADIO
12-0028	MOTOROLA RADIO
12-0029	MOTOROLA RADIO
12-0030	MOTOROLA RADIO
12-0031	BASIC MOUSE
12-0032	ESPON PRINTER 88
12-0052	FAX BROTHER 1800C
12-0055	COMPAQ PRO UPS 500
12-0056	COMPAQ PRO UPS 500
12-0058	COMPAQ PRO UPS 500
12-0059	COMPAQ PRO UPS 500
12-0060	TOSHIBA MONITOR 13"
12-0061	APC BACKUPS RS 1200
12-0062	COMPAQ PRO UPS 500
12-0063	COMPAQ PRO UPS 500
12-0066	APC BACKUPS RS 1200
12-0071	NET GEAR TOWER FS726
12-0072	NET GEAR TOWER FS726
12-0079	CALCALATOR CASIO
12-0082	PAYMASTER 9000
12-0083	PAYMASTER 8500
12-0084	APC BACKUPS RS 1200
12-0085	APC BACKUPS RS 1200
12-0086	HONEYWELL MONITOR 13"
12-0087	PHONE HAND SETS
12-0091	MOUSE
12-0092	SL-20X FLASHLIGHT CHARGER
12-0093	CP-200 SINGLE RADIO CHARGER
12-0094	PHONE NEC
12-0067	NET GEAR TOWER GS504
12-0068	NET GEAR TOWER GS504
12-0069	NET GEAR TOWER GS504
12-0070	NET GEAR TOWER GS504

Auction List for: 04-28-2012

12-0073	NET GEAR TOWER FS726
12-0078	NEC PHONE
12-0080	HP CPU 7850
12-0081	GATEWAY CPU
12-0088	NEC DESKTOP 1-1 PHONE
39756	EPSON DFX -5000+
40316	COMPAQ CPU TOWER
40317	COMPAQ CPU TOWER
40334	COMPAQ CPU TOWER
40350	COMPAQ CPU TOWER
40356	COMPAQ CPU TOWER
SH-01	COMPAQ CPU TOWER
40240	COMPAQ CPU TOWER
40255	COMPAQ CPU TOWER
40262	COMPAQ CPU TOWER
40263	COMPAQ CPU TOWER
40269	COMPAQ CPU TOWER
41540	COMPAQ CPU D530 CMT
SH-02	HP PAVILLON TOWER
38545	INTEL TOWER T1220
12-0330	COMPAQ CPU TOWER
12-0333	COMPAQ CPU TOWER
12-0334	COMPAQ CPU TOWER
12-0335	COMPAQ CPU TOWER
12-0372	COMPAQ CPU TOWER
SH-03	TV EMERSON
SH-04	TV EMERSON
SH-05	TV EMERSON
SH-06	TV EMERSON
SH-07	BROTHER FAX 4100
SH-08	BROTHER FAX 4100
SH-09	COMPAQ CPU TOWER
36917	BROTHER FAX MFC-8300
SH-10	EVISION
SH-11	HONEYWELL HMC21
SH-12	ACER LCD MONITOR 19"
SH-13	NETGEAR GS508T
SH-14	P-200 RADIO CHARGERS
SH-15	STAPLER STANLY BOSTITCH
SH-16	COMPAQ UPS 500
SH-17	KEY BOARDS
SH-18	MOTOROLA BATTERY CHARGER
SH-19	BACK-UPS CS-500
SH-20	UPS POWER SOURCES
SH-21	UPS POWER SOURCES
SH-22	UPS POWER SOURCES
SH-23	UPS POWER SOURCES
SH-24	UPS POWER SOURCES
SH-25	UPS POWER SOURCES
SH-26	UPS POWER SOURCES
SH-27	UPS POWER SOURCES
SH-28	APC SU3000 RM3U
38900	KITCHEN FOOD CART
38902	KITCHEN FOOD CART
38911	KITCHEN FOOD CART
41604	VULCAN STEAM KETTLE

Auction List for: 04-28-2012

12-0302	HAATCO BOOSTER
12-0303	STERO DISHWASHER
12-0308	KITCHEN FOOD CART
12-0309	KITCHEN FOOD CART
12-0310	SANYO MINI FRIDGE
SH-29	HAATCO BOOSTER
17076	CHAIR
17078	RED- CHAIR
24512	CHAIR
26982	RED- CHAIR
39550	TUFF GRANDE
12-0304	VULCAN COMI- OVEN
12-0305	VULCAN COMI- OVEN
12-0306	CECILWARE COFFEMAKER
12-0307	CECILWARE COFFEMAKER
ME001635	BROWN- CHAIR
ME001662	BLUE CHAIR SWIVEL
SH-30	PAN RACK
SH-31	SEC. CHAIR
SH-32	BLUE CHAIRS 6
SH-33	RED CHAIRS 7
SH-34	EMERSON TV
SH-35	EMERSON TV
SH-36	EMERSON TV
SH-37	EMERSON TV
SH-38	EMERSON TV
SH-39	EMERSON TV
SH-40	EMERSON TV
SH-41	EMERSON TV
SH-42	EMERSON TV
SH-43	EMERSON TV
SH-44	DYNEX TV
SH-45	DYNEX TV
SH-46	EMERSON TV
SH-47	EMERSON TV
SH-48	EMERSON TV
SH-49	EMERSON TV
SH-50	EMERSON TV
SH-51	EMERSON TV
SH-52	DYNEX TV
SH-53	PANASONIC MICROWAVE
SH-54	DYNEX TV
SH-55	EMERSON MICROWAVE
SH-56	EMERSON MICROWAVE
SH-57	EMERSON MICROWAVE
SH-58	EPSON PRINTER C120
SH-59	BROTHER FAX
SH-60	WAHL CLIPPERS 13
SH-61	EMERSON TV
SH-62	EMERSON TV
SH-63	EMERSON TV
SH-64	EMERSON TV
SH-65	EMERSON TV
SH-66	EMERSON TV
7777	CHAIR SWIVEL BROWN
7777	TUFF GRANDE

Auction List for: 04-28-2012

SH-67	DAYTON PALLETJACK
SH-68	PORTABLE FAN
SH-69	DOUBLE CHAIR
SH-70	MISC EXHAUST FAN COVERS
SH-71	KITCHEN PAN HOLDER
SH-72	KITCHENDRY RACK
SH-73	TUFF GRANDE MAROON
SH-74	METAL CHAIRS
SH-75	4 DRAWER METAL FILE CABINET
5401	SINGER PROJECTOR
29740	MAROON CHAIR
AES0509	(1) DOOR GRAY METAL STORAGE CABINET
AES14559	5 DRAWER METAL FILE CABINET
SH-76	2 DOOR BIEGE METAL STROAGE CABINET
SH-77	25 METAL CHAIRS
23999	BROWN DESK W/HUTCH
24104	BLACK CHAIR W/ WOOD TRIM
26979	MARRON CHAIR W/ WOOD TRIM
26986	MARRON CHAIR W/ WOOD TRIM
26990	WHITE CREDENZA
29157	LIGHT BLUE CHAIR W/ WOOD TRIM
29162	LIGHT BLUE CHAIR W/ WOOD TRIM
12-0151	BROTHER PRINTER
12-0169	FELLOWS SHREDDER
12-0170	FELLOWS SHREDDER
26654	WHITE BOOKCASE 4 SELF
37652	NOSTAR PHONE
12-0152	GBC BATES 3 HOLE PUNCHER
12-0153	GBC BATES 3 HOLE PUNCHER
12-0155	G- MAX KEYBOARD
12-0156	G- MAX KEYBOARD
12-0157	KEY BOARD
12-0158	TELEPHONE HEAD SET
12-0160	STAINLESS STEEL TRASHCAN
12-0168	BLACK LITERTURE RACK
12-0171	FELLOWS SHREDDER
12-0172	SMALL SHREDER
12-0173	BLACK LITERTURE RACK
12-0174	GOOSE LAMP
12-0175	WHITE FILE CABINET
37917	BROTHER LASER JET PRINTER H 1440
40044	HP LASER JET PRINTER
12-0154	HP LASER PRINTER P3005
12-0161	STAINLESS STEEL TRASHCAN
12-0162	STAINLESS STEEL TRASHCAN
12-0163	BLACK CARD FILE
12-0164	BLACK CARD FILE
12-0165	BLACK CARD FILE
12-0166	BLACK CARD FILE
12-0167	GBC ELECTIC PUNCHER 3230ST
26691	WHITE CREDENZA
28008	WHITE SMALL DESK
28013	WHITE SMALL DESK
33034	NORSTAR PHONE
33530	COMPAQ PRESARIO
38849	G- MAX COMPUTER W MOUSE

Auction List for: 04-28-2012

41048	G- MAX COMPUTER W KEYBOARD
41052	G- MAX COMPUTER W KEYBOARD
41053	G- MAX COMPUTER W KEYBOARD
41054	G- MAX COMPUTER W KEYBOARD
41055	G- MAX COMPUTER W KEYBOARD
12-0150	HEWLETT PACKARD COMPUTER
12-0159	RACK KEYBOARD
12-0176	BLACK HIGH BACK CHAIR
ME000101	COMPUTER
28130	MAROON CHAIR
12-0177	SMALL MAGHONEY DESK
12-0178	MAROON CHAIR
12-0179	BLACK STOOL
12-0187	LIGHT BLUE CHAIR
12-0188	SMALL BOOKCASE
12-0189	CARD FILE CABINET
37912	HP BROTHER PRINTER
38136	INFOCUS PROJECTOR
12-0190	NORTHERN PHONE
12-0191	NORTHERN PHONE
12-0192	HP PHOTOSMART M537
32012	MERIDIAN TEL SET
32013	MERIDIAN TEL SET
32500	NORSTAR TEL
32535	NORSTAR TEL
32537	NORSTAR TEL
32538	NORSTAR TEL
32777	NORSTAR TEL
35503	NORSTAR TEL
37861	BROTHER LASER PRINTER
12-0116	NORSTAR TEL
H-177	NORSTAR TEL
H-1772	NORSTAR TEL
EXTS-01	MISCELLANCOUS OFFICE SUPPLIES
EXTS-02	BOX OF COPIER STAPLES
EXTS-03	WOODEN SELF
EXTS-04	GREY METAL SHELF
EXTS-05	GREY METAL SHELF
EXTS-06	WOODEN DESK
EXTS-07	OFFICE CHAIR
EXTS-08	WHITE TABLE
12-0064	PAYMASTER CHECK MAKER
12-0090	NEC PHONE
29323	LEXMARK WHEELWRITER
40412	HP LASER JET 4100N
44213	HP4250N PRINTER
44215	HP4250N PRINTER
45532	HP4250N PRINTER
45533	HP4250N PRINTER
12-0057	EPSON C88 PRINTER
12-0065	EPSON C88 PRINTER
12-0074	ACER LCD MONITOR 19"
12-0075	INTEL FAX 4100
12-0076	HP V7650 COLOR MONITOR
12-0077	HP4250N PRINTER
12-0089	NEC DESKTOP PHONE

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12-0095	ACER LCD MONITOR 19"
40251	COMPAQ CPU TOWER
40267	COMPAQ CPU TOWER
40351	COMPAQ CPU TOWER
40299	COMPAQ CPU TOWER
40301	COMPAQ CPU TOWER
40320	COMPAQ CPU TOWER
40325	COMPAQ CPU TOWER
40338	COMPAQ CPU TOWER
40343	COMPAQ CPU TOWER
40359	COMPAQ CPU TOWER
40367	COMPAQ CPU TOWER
40308	COMPAQ CPU TOWER
40374	COMPAQ CPU TOWER
JT-1	1-BEIGE SOFA
JT-2	1-GREEN SOFA
11157	1 GUEST CHAIR
11158	1 GUEST CHAIR
18378	1 GUEST CHAIR
28977	GUEST CHAIR
29981	1 BROWN WAIT CHAIR
11-0098	1 GUEST CHAIR
11-0099	SEC. CHAIR
11-0260	1 SIDE CHAIR
11-0467	1 SEC. CHAIR
11-0552	1 SIDE CHAIR
11-0889	1 SEC. CHAIR
11-0907	1 SEC. CHAIR
11-11155	1 GUEST CHAIR
12-0011	1 SET OF CHAIRS (11)
12-0012	1 SET OF CHAIRS (8)
12-0013	1 SET OF CHAIRS (8)
12-0014	1 SET OF CHAIRS (4)
12-0015	1 SET OF CHAIRS (9)
12-0016	1 SET OF CUSHION CHAIRS (3)
12-0017	1 SET OF STACK CHAIRS (6)
12-0018	1 SET OF STACK CHAIRS (5)
12-0019	1 SET OF FOLDING CHAIRS
12-0097	1 SET OF FOLDING CHAIRS
12-0100	SEC. CHAIR
12-0101	1 SET OF 20 SEC. CHAIRS
12-0102	1 SEC. CHAIR
12-0103	1 SEC. CHAIR
12-0104	1 GUEST CHAIR
12-0105	GUEST CHAIR
12-0106	GUEST CHAIR
12-0107	GUEST CHAIR
12-0108	GUEST CHAIR
12-0109	GUEST CHAIR
12-0110	DELL MON.
12-0111	ACER LCD MONITOR 19"
12-0112	ACER LCD MONITOR 19"
12-0113	DELL MON.
12-0114	DELL MON.
12-0115	MAGNAVOX PROJECTOR
12-0620	1 SET STACK CHAIRS (2)

Auction List for: 04-28-2012

AD-01-1016	1 SEC. CHAIR
H-1540	BROTHER LASER PRINTER
H-2539	1 SIDE CHAIR
ME-001408	CANON COPIER/FAX
ME-0164	1 SET BURGANDY CHAIRS
SO-125	IBM TYPEWRITER
VC-2933	GUEST CHAIR
VC-3837	1 HIGH BACK CHAIR
VC-3880	1 SIDE CHAIR
14662	COLE FILING CABINET
22301	GREY CASH BOX
29461	GREY W/BLACK DESK
30449	IBM TYPEWRITER
M-01	BLUE CHAIR MUSCATINE
M-02	LIGHT BLUE CHAIR MUSCATINE
M-03	BURGUNDY CHAIR MUSCATINE
M-04	BURGUNDY CHAIR MONTERREY
M-05	3 LONG WOODEN BENCHES
35577	HP DESK JET 952C

C-1810-11-B/1-2	2000 GREAT DANE TRAILER
C-1810-11-B/2-2	1996 KENWORTH TRUCK TRACTOR
E-12-01-970/1-1	AIR FILTERS, OIL FILTERS AND HUB CABS
C-2491-11-D/1-1	1996 FREIGHTLINER

AI-31664 **20. C.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Valde Guerra

Department: SAFETY DIVISION

Information

CAPTION

Claim of Juan J. Ramirez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/28/2012 09:26 AM
Auditor's Office	Arcilia Duran	03/28/2012 10:21 AM
Purchasing Department	Marty Salazar	03/28/2012 01:05 PM

Form Started By: Aida Alvarez Started On: 03/28/2012 08:42 AM

Final Approval Date: 03/28/2012

AI-31754 **20. D.**

CC REGULAR

Meeting Date: 04/10/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-12-0093-G; Gonzalo Rodriguez and Jose M. Rodriguez v. Melissa Requenez and County of Hidalgo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/04/2012 08:12 AM
Purchasing Department	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Monica Badillo Started On: 04/03/2012 03:46 PM

Final Approval Date: 04/05/2012

AI-31665 **21. C.**

CC REGULAR

Meeting Date: 04/10/2012

Department Head: Valde Guerra

Department: SAFETY DIVISION

Information

CAPTION

Claim of Juan J. Ramirez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/28/2012 09:26 AM
Auditor's Office	Arcilia Duran	03/28/2012 10:21 AM
Purchasing Department	Marty Salazar	03/28/2012 01:05 PM

Form Started By: Aida Alvarez Started On: 03/28/2012 08:48 AM

Final Approval Date: 03/28/2012

AI-31755 **21. D.**

CC REGULAR

Meeting Date: 04/10/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-12-0093-G; Gonzalo Rodriguez and Jose M. Rodriguez v. Melissa Requenez and County of Hidalgo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/04/2012 08:12 AM
Purchasing Department	Angela Garcia	04/05/2012 01:56 PM

Form Started By: Monica Badillo Started On: 04/03/2012 03:47 PM

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