AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
May 1, 2012
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

B. **AI-32125** Report from Committee appointed by Commissioners' Court to review matters concerning Guerra Construction Contract (Contract #C-11-013-03-21).

C. **AI-31785** Approval of Proclamation designating the month of May as Elder Abuse Prevention Month

D. **AI-32071** Approval of Proclamation recognizing May 3, 2012 as National Day of Prayer

E. **AI-31966** Texas AgriLife Extension:
Requesting permission for Barbara Storz and six (6) employees to travel to South Padre Island, TX to attend the District 12 Spring Faculty Meeting on May 23-24, 2012

F. **AI-31942** Approval to accept a settlement check from Endeavor General Agency in the amount of $292.48 to settle property damages to County fence. (Precinct 1)

G. **AI-32117** Acceptance and approval of Letters of Engagement in connection with "Legal Representation Services" for Hidalgo County with the following attorneys/law firms assigned/engaged by Commissioners' Court (including payment of pending invoices as attached):

Attorney/Law Firm:	**In connection with Cause:**
Willette & Guerra	D. Marichalar v. County N. Ramos v. County
Andy Taylor & Associates	Electric Sales Agreement
Atlas & Hall	Wyttenbach v. County Hidalgo County v. Insurors Indemnity M. Balderas v. County Claim of Hugo Rangel Dyer v. County Elizondo & Rodriguez v. County
Thornton, Biechlin, Segrato, Reynolds & Guerra	E. Solis v. County

6. **County Judge's Office:**

A. **AI-31928** Presentation, discussion, and approval of 2011/2012 Membership Dues to the U.S./Mexico Border Counties Coalition in the amount of $11,314.08 with authority for Auditor to issue payment after review and audit procedures are completed with authority for County Treasurer to issue check.

7. **Sheriff's Office - Chief Martinez:**

A. **AI-32118** 1. Approval and Acceptance of extension of the 2009 Operation Stonegarden Grant. New termination date is 5/31/12. (Prior termination date was 4/30/12.)
2. Authorization for County Judge, as authorized official, to sign required documents (grant adjustment notice, and exhibits b & c).

B. **AI-31965** Requesting approval for reimbursement for Chief Administrator Pat Medina in the amount of $20.00. Reimbursement is being requested due to Pat Medina paying for fuel expense after Comdata card did not work.

8. **Health & Human Services Department - Eddie Olivarez**

A. Discussion and/or action, including but not limited to Indigent Health Care Program and/or Expenditures

B. **AI-31550** Public Health Emergency Prepardness Division (1293):
Requesting authorization to apply for the Public Health Emergency Preparedness Discretionary Project funding offered by the Texas Department of State Health Services in an amount not to exceed $125,000.00. This grant funding requires a ten percent (10%) local match which will not exceed $12,500.00.

C. **AI-31724** PHEP Division (1293):
Requesting authorization to execute the Interlocal Cooperation Agreement between Hidalgo County and following local hospitals: Doctors Hospital at Renaisance, Edinburg Regional Medical Center, McAllen Medical Center, Knapp Medical Center, Mission Regional Medical Center and Rio Grande Regional Hospital. The aim of this Agreement is to establish an agreement to monitor and analyze healthcare registration data collected from emergency department visits for possible outbreaks of infectious disease and other public health threats and emergencies.

9. **Fire Marshal's Office - Juan Martinez:**

A. **AI-32115** Discussion and approval for the sale and use of Fireworks for May 5th (Cinco de Mayo). Selling to begin May 1st and to end at midnight May 5th.

10. **Urban County - Diana Serna:**

A. **AI-32042** Presentation of Quick draw Award to Precinct 2 Commissioner Hector "Tito" Palacios and Precinct Coordinator of the Year, Mr. Euralio Palacios.

B. **AI-31936** 1. Consideration and approval of a construction contract change order for the General Land Office (GLO) Contract No. 10-5066-000-5043 (formerly TDRA DRS010068), Pct. 4 Trenton Drain Project Flood Drainage Improvements. The Change Order will increase the construction contract amount of $1,645,863.50 to $1,652,223.50 for a total increase of $6,360.00 to the construction service contract currently awarded to O.G Construction Company, L.L.C.

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.

C. **AI-31967** The Urban County Program is requesting the award of bids and approval of contract for the demolition and reconstruction of the following:

1. (1) Unit in the Countywide area in the amount of $46,400.00 to Rigney Construction.
2. (1) Unit in the City of Mercedes, (1) Unit in the City of San Juan and (1) Unit in the City of La Joya in the amount of $132,149.00 to G & G Contractors
3. (1) Unit in the City of San Juan in the amount of $23,000.00 to Benchmark Construction.

11. Elections Administration - Yvonne Ramon:

A. **AI-31977** Approval of Contract for Lease Election Services between Hidalgo County and the Hidalgo and Cameron Counties Irrigation District No. 9 for their election to be held on May 12, 2012

B. **AI-31878** Discussion and/or action, including but not limited to Elections updates

12. Head Start Program - Teresa Flores:

A. **AI-32033** Discussion/Approval of Amendment to Priority Ranking for Selection

B. **AI-32032** Discussion/Approval to Enter into the Best and Final Negotiated Contract with Dannenbaum Engineering Company, McAllen, LLC, in the Amount of $35,993.00 for Architectural Services for the Relocation of the Palmview I Head Start Building

C. **AI-32031** Discussion/Approval of Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and the University of Texas Pan American

D. **AI-32030** Discussion/Approval to Advertise and Approval of Draft Specifications for the Following:
1. Air Conditioning Maintenance & Repair
2. Plumbing Repair

E. **AI-32034** Discussion/Approval of Centennial Construction Company

F. **AI-32029** Discussion/Approval of Summer Work Schedule

13. **Right of Way - Joe Pena:**

A. **AI-32041** Consideration and approval to purchase a certain tract of land also known as Parcels 4 & 24 Mile 17 North Road Project.
(Pct. 1)

B. **AI-32114** Approval to accept Road Donation for the Lopezville Park Project in Pct.2.

C. **AI-32110** Authorization for County Judge to execute closing documents for the Lopezville Park Project- Pct.2.

14. **Planning Department - Raul Sesin:**

A. **AI-31933** Cancellation of a portion of La Blanca Townsite as per Texas LGC 232.008 - Pct. 1

B. **AI-31970** 1. Preliminary Approval
a. RBA Donna Subdivision – Pct. 1 (Eloy T. Garcia)

2. Preliminary Approval with Variance Request
a. Casa De Dios Subdivision – Pct.1 (Melinda Garza Farias)
b. Tristan Subdivision – Pct. 1 (Homero Tristan)

3. Final Approval
a. Yamham Subdivision – Pct. 2 (Omar Martinez Moreno)
b. Pueblo de Palmas Phase 12 Subdivision – Pct. 4 (J.Gary Frisby)
c. Eduardos Subdivision No.11 Subdivision – Pct.3 (Diana Laura Izaguirre)

4. Final Approval with Financial Guarantee
a. Lopez Heights Subdivision – Pct.4 (Leon G. Lopez)

15. Precinct #2 - Comm. H. Palacios:

A. AI-32009 Requesting approval of "Supplemental Agreement No.1" for R. Gutierrez Engineering Corporation, Contract #C-10-376-12-14 resulting in an estimated cost increase of $8,800.00 for services under the Work Authorization No. 8 for the Minnesota Drain Project.

B. AI-32077 Requesting approval of "Supplemental Agreement No.1" for Raba-Kistner Consultants, Contract #C-11-110-04-12 resulting in an estimated cost increase of $14,353.59 for services under the Work Authorization No. 3 for El Gato Road Improvement Project.

C. AI-32012 Requesting approval of Construction Change Order No.7 decrease in the amount of ($228.45) with Mission Paving Company, Inc. (contracted vendor for "Tower Road Phase I Project") reflecting reconciliation of project quantities described on change order, with authority for County Judge to Court Memeber to execute document.

D. AI-32073 Acceptance and approval of Work Authorization No.3 (with an estimated cost of $12,000) as submitted by project engineer, R. Gutierrez Engineering Corporation, for Minnesota Road Project, through Contract #C-11-310-01-24.

E. AI-32038 Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $4,856.00) as submitted by Millennium Engineers Group, Inc., for I Road Rehabilitation @ IBWC Floodway Project, through Contract #C-12-068-04-03

16. Precinct #4 - Comm. J. Palacios:

A. AI-32102 Approval of In-House Standard Operation Rules Manual for Precinct #4

17. **Budget & Management - Sergio Cruz:**

A. **AI-32085** Status update on Classification and Compensation pay plan policies and procedures.

B. **AI-32008** Presentation and discussion on the Budget Status Report for the 1st Quarter of 2012.

C. **AI-31944** Edward Byrne Memorial:
1. Public Hearing on the FY 2012 Edward Byrne Justice Assistance Grant (JAG) Program Application/Strategies/Narrative.
2. Discussion, consideration, review, and approval of the program application/strategies/narrative of the FY 2012 Edward Byrne Justice Assistance Grant.

D. **Budget Appropriations:**

1. **AI-32019** Pct. #2 - El Gato Road:
Approval of 2012 appropriation of funds for Precinct 2 El Gato Road (1200) in the amount of $100,000.00 from Pct.2 Fund Balance.

2. **AI-32072** Pct. #2:
Approval of 2012 appropriation of funds for several Precinct 2 (1200) project accounts in the total amount of $1,892,000.00 from Pct. 2 R&B Fund Balance.

3. **AI-32059** Pct. 3 Drainage Imprv Prj (1200):
Approval of 2012 appropriation of funds from the R&B unreserved fund balance into Pct. 3 Rd Maint & Drainage Imprv Prj (program #'s 005 & 049) in the amount of $434,790.00 to fund salary & operating expenditures.

18. **Purchasing Department - Marty Salazar:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED

WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

2. Presentation for discussion, consideration and action
Including, but not limited to, the following items in connection with New Adult Detention Center:

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

a) Renovations of administration building

b) Other ongoing county owned building construction, renovation repair projects

c) Emergency situations occurring since last agenda meeting

B. Pct. 1

1. AI-32121 Acceptance and approval to subcontract the services of SAM Engineering & Surveying, Inc. pursuant to Article 14 of Contract #C-08-417-12-09 with L&G Consulting Engineers, Inc. dba L&G Engineering so as to complete the Surveying & ROW Mapping in connection to the FM 493 from US 281 (Military Highway) to Business 83 project, more specifically from US 281 (Military Highway) North 6.65 Miles to Business 83.

C. Constables

1. AI-32086 a. Requesting recission of action taken by Commissioners' Court on 04/10/2012 (AI-31748) in as much as a new quote was requested and units will have more options for a lessor amount;

b. 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 $84,909.94 which includes a $600.00 HGAC administration fee and delivery for (Project #2012-102-OGG).

D. **Colonia Access Program Pct. 1**

1. **AI-32016** Presentation for discussion, consideration, and action on a recommendation by project engineer TEDSI Infrastructure Group Inc. to award to the lowest bidder meeting all specifications: Asago LLC dba Asago Construction in the amount of $317,767.00 for Bid No. CAP-12-049-02-15-YSI “Road & Drainage Construction for Mid Valley Estates Subdivision”.

E. **Co. Wide**

1. **AI-31881** Recommending bid award and approval of contract document to the lowest and most advantageous bidder meeting all specifications and/or requirements for: Hidalgo County "Pest Control Services" RFB No. 2012-023-03-21-MEG

19. **Open Forum**

20. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-31940** Claim of AT&T

D. **AI-31975** Claim of Florentino Vela

E. **AI-32112** Civil Action No. M-12-141; Silvestre Moreno Jr. v. Donna I.S.D., et al

F. **AI-32103** Case 7:10-cv-00268; Francisco De Luna and Elizabeth Diaz, individually and on behalf of all other similarly situated v. Hidalgo County, Texas, et al

G. **AI-32045** CL-09-1306-B; Fernando Elizondo v. Daniel Rodriguez v. Ernesto Solis

21. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-31941** Claim of AT&T

D. **AI-31976** Claim of Florentino Vela

E. **AI-32113** Civil Action No. M-12-141; Silvestre Moreno Jr. v. Donna I.S.D., et al

F. **AI-32104** Case 7:10-cv-00268; Francisco De Luna and Elizabeth Diaz, individually and on behalf of all other similarly situated v. Hidalgo County, Texas, et al

G. **AI-32044** CL-09-1306-B; Fernando Elizondo v. Daniel Rodriguez v. Ernesto Solis

22. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

23. **Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

24. **Adjourn**

AI-32125 **Executive Office** **5. B.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Valde Guerra

Department:

Information

CAPTION

Report from Committee appointed by Commissioners' Court to review matters concerning Guerra Construction Contract (Contract #C-11-013-03-21).

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/27/2012 03:55 PM
Purchasing Department	agarcia	04/27/2012 04:30 PM
Form Started By: agarcia		Started On: 04/27/2012 03:38 PM
Final Approval Date: 04/27/2012		

AI-31785 **Executive Office** **5. C.**

CC REGULAR

Meeting Date: 05/01/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department:

Information

CAPTION

Approval of Proclamation designating the month of May as Elder Abuse Prevention Month

BACKGROUND

Gustavo Salinas, Community Initiatives Specialist, Region 11
Adult Protective Services - 316-8348

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/04/2012 04:12 PM
Purchasing Department	agarcia	04/25/2012 02:19 PM
Form Started By: Monica Badillo		Started On: 04/04/2012
Final Approval Date: 04/25/2012		

Proclamation

WHEREAS, *People who are elderly or have disabilities have contributed to the general welfare of this County by helping to preserve customs, convictions, and traditions of many people from diverse backgrounds; and*

WHEREAS, *These residents are vital and integral members of our society and their wisdom and experience have enriched our lives; and*

WHEREAS, *Abuse of the elderly and people with disabilities in domestic and institutional settings is a wide-spread problem, affecting hundreds of thousands of people across the country; and*

WHEREAS, *In 2011, there were 82,741 completed cases of elderly and disabled persons abuse in Texas, of which 58,068 were confirmed; and*

WHEREAS, *Elder abuse is grossly underreported because the elderly who are being abused find it very difficult to tell anyone and are usually ashamed and sometimes afraid; and*

WHEREAS, *Elder abuse happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and*

WHEREAS, *Many of the cases investigated by Adult Protective Services in Texas involve self-neglect and it is our duty as citizens to reach out to people in need;*

NOW, THEREFORE, Be it proclaimed that the Hidalgo County Commissioners' Court does hereby proclaim the month of May 2012 to be:

"Elder Abuse Prevention Month"

in Hidalgo County, and urge all citizens to work together to help reduce abuse and neglect of people who are elderly or have disabilities.

In witness whereof, hereunto signed officially and caused the Official Seal of Hidalgo County to be affixed on this 01st of May, 2012.

_____
RAMON GARCIA
County Judge

_____
JOEL QUINTANILLA
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

AI-32071 **Executive Office** **5. D.**

CC REGULAR

Meeting Date: 05/01/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department:

Information

CAPTION

Approval of Proclamation recognizing May 3, 2012 as National Day of Prayer

BACKGROUND

use of open forum grounds approved on Feb 14, 2012

Fiscal Impact

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/25/2012 01:59 PM
Purchasing Department	agarcia	04/25/2012 02:19 PM
Form Started By: Monica Badillo		Started On: 04/25/2012
Final Approval Date: 04/25/2012		

PROCLAMATION

WHEREAS, In 1775, the first day of prayer was declared when the Continental Congress asked the colonies to join in prayer as they moved forward in forming the greatest democracy the world has ever known; and

WHEREAS, In 1952, a bill, requiring the President to select a day for national prayer each year, which was later signed by President Truman, unanimously passed by both houses of congress proclaiming an annual National Day of Prayer (NDP); and

WHEREAS, In 1988, a bill was introduced to Congress which fixed the annual National Day of Prayer as the first Thursday in May and on May 5, 1988, the bill was signed into law by President Reagan; and

WHEREAS, The National Day of Prayer has great significance for us as a nation. It enables us to recall and to teach the way in which our founding fathers sought the wisdom of God when faced with critical decisions. It stands as a call to us to humbly come before God, seeking His guidance for our leaders and His grace upon us as a people; and

WHEREAS, A prayerful spirit has always been an important part of our national character, and it is a force that has guided Americans of many faiths and traditions to share a common belief that God hears the prayers of His children and shows grace to those who seek Him; and

WHEREAS, Throughout history, Americans have turned to prayer and reflection during times of strength and times of difficulty, in moments of joy and moments of despair, when seeking comfort and giving thanks, asking for God's guidance and abiding grace; and

WHEREAS, God has blessed us and shed His grace on this great land, making it a treasure for generations to come. And as our nation comes together, we shall pray for unity of hearts and righteousness for this great state, this great nation and all of mankind; and

NOW, THEREFORE BE IT PROCLAIMED, that the Commissioners' Court of Hidalgo County hereby recognizes May 3, 2012 as National Day of Prayer.

Approved this 01st day of May, 2012.

_____
RAMON GARCIA
County Judge

_____	_____
JOEL QUINTANILLA County Commissioner, Pct. 1	HECTOR "TITO" PALACIOS County Commissioner, Pct. 2
_____	_____
JOE M. FLORES County Commissioner, Pct. 3	JOSEPH PALACIOS County Commissioner, Pct. 4

Attest:

_____
ARTURO GUAJARDO, JR.
County Clerk

AI-31966 **Executive Office** **5. E.**

CC REGULAR

Meeting Date: 05/01/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department:

Information

CAPTION

Texas AgriLife Extension:
Requesting permission for Barbara Storz and six (6) employees to travel to South Padre Island, TX to attend the District 12 Spring Faculty Meeting on May 23-24, 2012

BACKGROUND

2-1100-461-00-380-001-0-583/584

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-461-00-380-001-0-583

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

BUDGETARY IMPACT:

Requisition #214665 in the amount of $45.00 for Alonso Lopez
Requisition #214666 in the amount of $45.00 for Adelita Figueroa Munoz
Requisition #214663 in the amount of $45.00 for Christina Lorraine Perez
Requisition #214673 in the amount of $45.00 for Bradley Cowan
Requisition #214670 in the amount of $45.00 for Nora N Garza
Requisition #214668 in the amount of $45.00 for Barbara Storz
Requisition #215341 in the amount of $322.26 for Holiday Inn Express

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-461-00-380-001-0-584

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

BUDGETARY IMPACT:

Amount available through Requisition# 214513 in the amount of $240.00 for Texas Agrilife Extension Conference Service.

Attachments

travel
Meals back up
Meals Back up 2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/18/2012 03:07 PM
Purchasing Department	agarcia	04/25/2012 02:19 PM
Form Started By: Monica Badillo		Started On: 04/18/2012
Final Approval Date: 04/25/2012		

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 04/16/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 7

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Al Lopez, 4-H Outreach Coord.; Christina Perez, 4-H & Youth Dev. Barbara Storz, CEA-Hort.; Nora Garza, CEA-FR; Adelita Munoz, CEA-FCS; Brad Cowan, CEA-Agriculture

EVENT INFORMATION

TITLE OF EVENT: District 12 Spring Faculty Meeting

EVENT DATE(S) FROM: 05/23/12 TO: 05/24/12

DEPARTURE DATE: 05/23/12 RETURN DATE: 05/24/12

LOCATION OF EVENT: CITY: South Padre Island STATE: Texas

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

- X To obtain statutorily required continuing professional education.
- X To obtain continuing education related to an employee's work or maintenance of a license or certification.
- ___ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- ___ To participate in professional organizations related to the employee or official's job assignment.
- ___ To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- ___ To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- ___ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- ___ To pursue the County's interests in litigation or criminal justice.
- X To promote the economic development interests of the County.
- ___ To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$240.00	
Subtotal for Object Code 584	$ 240.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$322.26	
11. MEALS	$270.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 592.26	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 832.26	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

- AIRFARE* ___
- BUS** ___
- Rental Car** ___
- County Vehicle** ___
- Private Vehicle** ___
- OTHER** (Specify) ___

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

- X Trip expenses are necessary and will be incurred for official county business.
- X Reasonable efforts to minimize the use of county funds have been explored.
- X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
- ___ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Barbara Storz	4/17/12	Nora Linda Cruz	383-1026

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

___ TRAVEL IS **APPROVED** for the individuals listed below:

___ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

COUNTY AUDITOR'S FORM T.1.1 (01/10)

2-1100-401-00-380-001-0-583/584

cc 5/1/12

HIDALGO COUNTY PURCHASING DEPARTMENT
TRAVEL REQUEST FORM
USING THE STATE OF TEXAS TRAVEL CARD

As per County Travel Policy (at least two (2) weeks prior to the date the check will be needed)

Date of Travel Request Submission: 04/17/12
Department: Extension Service **Requestor:** _____ **EXT:** _____
Number of Employees: Six (6)
Employee(s) Name (DOB if requesting airfare): Christina Perez, Barbara Storz, Nora Garza, Adelita Munoz, Alonso Lopez and Brad Cowan.
Destination: South Padre Island, Texas
Name of Seminar/Conference: 2012 District 12 Spring Faculty Meeting
Travel Account Number: 2-1100-461-00-380-001-0-583

Ms. Nielda, I have already made the reservations, but they need a credit card #. The Confirmation #s are as follows: Barbara Storz-64941018, Christina Perez-64942117, Brad Cowan-64951363

HOTEL: **Req. #:** 00214516 **P.O. #:** _____

MUST REQUEST CHECK FOR HOTEL

Hotel Name: Holiday In Express Hotel & Suites **Hotel Address:** 5602 Padre Blvd, South Padre Island, 78597

Number of Rooms: Three (3) **Hotel Phone Number:** (956) 761-8844

Check In: May 23, 2012 **Check Out:** May 24, 2012

Single Bed or Double Beds

AUTO: **Req. #:** _____ **P.O. #:** Vendor # 396095

Rental Location: _____ **Type of Vehicle:** _____

Date/Time of Pick up: _____ **Date/Time of Drop off:** _____

AIRFARE: **Req. #:** _____ **P.O. #:** CITIBANK vendor #: 343277
Refundable: YES NO **Airline Name:** _____

Departure Date/Time: _____ **Return Date/Time:** _____

Barbara Storz 4-17-12
Signature: Elected Official/Department Head Date
Original Signature is required

For Purchasing Department Office Use Only

Hotel Confirmation: _____ Spoke to: _____
Auto Confirmation: _____
Flight Confirmation: _____
Received Confirmation via email/fax: _____
Credit Card Authorization Form Hotel: _____ Faxed back to Hotel: _____
CC Approval on: _____ Agenda Item: _____
HCPD-TRAVEL-2011 REVISED 2012 CC APPROVED ON: 3/06/2012

TEXAS AGRILIFE RESEARCH
AND EXTENSION CENTER AT WESLACO

AgriLIFE EXTENSION
Texas A&M System

April 5, 2012

MEMO TO: All District 12 Extension Agents

SUBJECT: District 12 Spring Faculty Meeting
May 23-24, 2012, South Padre Island

Our annual **Spring Faculty Meeting** will be held on **Wednesday and Thursday, May 23-24, 2012** at the Holiday Inn Express Hotel & Suites in South Padre Island. The program will begin on Wednesday and run through Thursday. A draft agenda has been enclosed. The agenda is subject to change as scheduling of speakers and topics are finalized. Please hold both full days.

Registration: A **$40 registration fee** will be charged to cover meeting expenses. Registration will be conducted through AgriLife Conference Services at https://agriliferegister.tamu.edu (keyword search: District 12). You can begin registering immediately and the registration **deadline is Tuesday, May 15**. No onsite registration will be taken.

Dress: Dress is business casual.

Lodging: The conference hotel is the Holiday Inn Express, Hotel & Suites, located on 6502 Padre Blvd. (956)761-8844. A block of 20 rooms is being held for Tuesday and Wednesday nights under the group code "TAL" at the rate of $99/standard double. We encourage all agents to stay at this hotel to waive meeting room fees. Rooms will be held for a limited time so please make your reservation as soon as possible. Individuals are responsible for reservation guarantees and any early departure fees. Keep in mind that the hotel offers a complimentary breakfast buffet and parking for paid Holiday Inn hotel guests ONLY.

This letter shall serve as your authorization to travel to South Padre Island from May 23-24, 2012 and charge your travel expenses to local or designated travel account. Please contact me if you have any questions about this meeting.

Sincerely,

Ruben J. Saldaña, Ed.D.
District Extension Administrator

Luis H. Saldaña
Extension Program Specialist-4-H

RJS:lg
Enclosure: agenda

cc: Darrell Dromgoole
Monty Dozier
Elaine Fries

South District 12
2401 E. Highway 83
Weslaco, Texas 78596-8344

Tel. 956.968.5581
Fax. 956.969.5639
http://southtexas.tamu.edu

Educational programs of the Texas AgriLife Extension Service are open to all people without regard to race, color, sex, disability, religion, age, or national origin. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

District 12 Spring Faculty Meeting
Holiday Inn Express - South Padre Island
May 23-24, 2012

AGENDA

----DRAFT----

Wednesday, May 23, 2012

Cluster Meeting Areas:		
North	-	*Meeting Room*
South	-	*Meeting Room*
East	-	*Breakfast Room*
West	-	*Breakfast Room*

9:30 a.m. **Registration** - Las Palmas Room

10:00 a.m. **Welcome**

4-H Program Update & Discussion Items
- Texas 4-H Inc
- 4-H Fee update
- Report on district 4-H events
- update on cluster guidelines
- overview of district event planning

Cluster Planning - 2011 District 4-H Events (Evaluation & Event Updates)
- to be followed by reports

Best Management Practices for 4-H groups

12:00 noon **Lunch** (provided)

1:00 p.m. **Administrative Comments** - (State Administrator TBA)

2011 District Program Summary & Administrative Items

Break

Cluster Planning - 2012 District 4-H Events

Cluster Reports

4:00 p.m. **Association Meetings**
TCAAA - Las Palmas
TEAFCS - Breakfast Room

6:00 p.m. **Social - Cabana**

Thursday, May 24, 2012

8:00 a.m.	**TEA4HA Meeting - Las Palmas**
8:30 a.m.	Online Recordkeeping System
	New Projects
	Break
10:30 am	**2012 District 4-H Events - Summarize & Feedback**
12:00 noon	**Lunch** (provided) - Riviera 2
1:00 p.m.	**RPD Update Sessions** Monty Dozier - ANR
	Elaine Fries - FCS
	Luis Saldaña - 4-H
3:30 p.m.	**Wrap Up & Adjourn - Have a Safe Trip Home!**

17-APR-2012

Ms Christina Perez
US

Dear Ms. Christina Perez,

Thank you for making your reservation at the SOUTH PADRE ISLAND HOLIDAY INN EXPRESS & SUITES. We have reserved the following accommodations for you:

Arrival Date	Departure Date	Nightly Rate	Room Type
05-23-12	05-24-12	99.00 USD	Standard Queen Nonsmoking

Your Confirmation Number is 64942117, and you are guaranteed for late arrival.

The above room rate is per night and is subject to the following taxes - 14.5% Room Occupancy Tax. If you wish to cancel your reservation, please do so prior to 72 hours on the day of your arrival to avoid cancellation charges. Please be informed that photo identification will be required at time of check in.Should you have any questions, please do not hesitate to call us at (956) 761-8844. We look forward to welcoming you to Holiday Inn Express Hotel & Suites South Padre Island.

Again, thank you for choosing the SOUTH PADRE ISLAND HOLIDAY INN EXPRESS & SUITES. We look forward to having you as our guest.

Best regards,

Reservations Office

17-APR-2012

Mr Brad Cowen
US

Dear Mr. Brad Cowen,

Thank you for making your reservation at the SOUTH PADRE ISLAND HOLIDAY INN EXPRESS & SUITES. We have reserved the following accommodations for you:

Arrival Date	Departure Date	Nightly Rate	Room Type
05-23-12	05-24-12	99.00 USD	Standard Queen Nonsmoking

Your Confirmation Number is 64951363, and you are guaranteed for late arrival.

The above room rate is per night and is subject to the following taxes - 14.5% Room Occupancy Tax. If you wish to cancel your reservation, please do so prior to 72 hours on the day of your arrival to avoid cancellation charges. Please be informed that photo identification will be required at time of check in.Should you have any questions, please do not hesitate to call us at (956) 761-8844. We look forward to welcoming you to Holiday Inn Express Hotel & Suites South Padre Island.

Again, thank you for choosing the SOUTH PADRE ISLAND HOLIDAY INN EXPRESS & SUITES. We look forward to having you as our guest.

Best regards,

Reservations Office

17-APR-2012

Ms Barbara Storz
US

Dear Ms. Barbara Storz,

Thank you for making your reservation at the SOUTH PADRE ISLAND HOLIDAY INN EXPRESS & SUITES. We have reserved the following accommodations for you:

Arrival Date	Departure Date	Nightly Rate	Room Type
05-23-12	05-24-12	99.00 USD	Standard Queen Nonsmoking

Your Confirmation Number is 64941018, and you are guaranteed for late arrival.

The above room rate is per night and is subject to the following taxes - 14.5% Room Occupancy Tax. If you wish to cancel your reservation, please do so prior to 72 hours on the day of your arrival to avoid cancellation charges. Please be informed that photo identification will be required at time of check in.Should you have any questions, please do not hesitate to call us at (956) 761-8844. We look forward to welcoming you to Holiday Inn Express Hotel & Suites South Padre Island.

Again, thank you for choosing the SOUTH PADRE ISLAND HOLIDAY INN EXPRESS & SUITES. We look forward to having you as our guest.

Best regards,

Reservations Office

Holiday Inn Express Hotel & Suites
6502 Padre Boulevard
South Padre Island, TX 78597
Telephone: (956) 761-8844 Fax: (956) 761-8845

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Alonso Lopez	EMPLOYEE I.D. NO.: 132527	EMPLOYEE TITLE: 4-H Outreach Coordinator
DEPARTMENT:	Hidalgo County Extension Service	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?	No
DEPARTURE DATE:	5/23/12	RETURN DATE:	5/24/12
TIME OF DEPARTURE:	7:00 AM	TIME OF RETURN:	7:00 PM
TO CITY:	South Padre Island	STATE:	Texas
SEMINAR/CONFERENCE/MEETING: START DATE:	5/23/2012	END DATE: 5/24/2012	ACTUAL NO. OF DAYS 2
TITLE OF WORKSHOP/CONFERENCE:	2012 District 12 Spring Faculty Meeting		
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	County Vehicles	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.	Yes
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?	Barbara Storz, Christina Perez, Brad Cowan, Adelita Munoz, Nora N. Garza		
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	Yes	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?	We will use Van and Ford F350

PURPOSE/BENEFIT TO HIDALGO COUNTY:
To obtain continuing education related to an employee's work or maintenance of a license or certification. To promote the economic development interests of the County.

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 23-May	MONTH / DAY 24-May	MONTH / DAY	MONTH / DAY	MONTH/ DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$0.00						$9.00	
Lunch	$12.00	$0.00	$0.00						$0.00	
Dinner	$18.00	$18.00	$18.00						$36.00	
Total	$39.00	$27.00	$18.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45.00	$ 45.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ $ 20.00 $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.555 (Current Rate) . . . . $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, If the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . . $

_____ . . . . . $

Req # 00214665

PO.#

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE:

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 45.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 2-1100-461-00-380-001-0-583

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

Alonso Lopez	Barbara Storz	Barbara Storz
EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

COUNTY AUDITOR'S FORM: T.1.5 (07/11)

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Adelita F. Munoz	EMPLOYEE I.D. NO.:	127957	EMPLOYEE TITLE:	CEA-Family & Consumer Science
DEPARTMENT:	Hidalgo County Extension Service	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?			No
DEPARTURE DATE:	5/23/12	RETURN DATE:	5/24/12		
TIME OF DEPARTURE:	7:00 AM	TIME OF RETURN:	7:00 PM		
TO CITY:	South Padre Island	STATE:	Texas		
SEMINAR/CONFERENCE/MEETING:	START DATE: 5/23/2012	END DATE:	5/24/2012	ACTUAL NO. OF DAYS	2
TITLE OF WORKSHOP/CONFERENCE:	2012 District 12 Spring Faculty Meeting				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	County Vehicles	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.			Yes
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?	Christina Perez, Al Lopez, Brad Cowan, Nora N. Garza, Barbara Storz				
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	Yes	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?	We will use Van and Ford F350		

PURPOSE/BENEFIT TO HIDALGO COUNTY:
To obtain continuing education related to an employee's work or maintenance of a license or certification. To promote the economic development interests of the County.

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 23-May	MONTH / DAY 24-May	MONTH / DAY	MONTH / DAY	MONTH/ DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$0.00						$9.00	
Lunch	$12.00	$0.00	$0.00						$0.00	
Dinner	$18.00	$18.00	$18.00						$36.00	
Total	$39.00	$27.00	$18.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45.00	$ 45.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ $ 20.00 $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.555 (Current Rate) . . . . $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, If the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . . $

_____ . . . . . $

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE:

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 45.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 2-1100-461-00-380-001-0-583

Req.# 00321466 66
Po#

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)
	Barbara Storz	Barbara Storz

COUNTY AUDITOR'S FORM: T.1.5 (07/11)

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Christina Perez	EMPLOYEE I.D. NO.:	188760	EMPLOYEE TITLE:	CEA-4-H Youth & Development
DEPARTMENT:	Hidalgo County Extension Service	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?			No
DEPARTURE DATE:	5/23/12	RETURN DATE:	5/24/12		
TIME OF DEPARTURE:	7:00 AM	TIME OF RETURN:	7:00 PM		
TO CITY:	South Padre Island	STATE:	Texas		
SEMINAR/CONFERENCE/MEETING: START DATE:	5/23/2012	END DATE:	5/24/2012	ACTUAL NO. OF DAYS	2
TITLE OF WORKSHOP/CONFERENCE:	2012 District 12 Spring Faculty Meeting				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	County Vehicles	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.			Yes
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?	Barbara Storz, Al Lopez, Brad Cowan, Adelita Munoz, Nora N. Garza				
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	Yes	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?	We will use Van and Ford F350		

PURPOSE/BENEFIT TO HIDALGO COUNTY:
To obtain continuing education related to an employee's work or maintenance of a license or certification. To promote the economic development interests of the County.

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 23-May	MONTH / DAY 24-May	MONTH / DAY	MONTH / DAY	MONTH/ DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$0.00						$9.00	
Lunch	$12.00	$0.00	$0.00						$0.00	
Dinner	$18.00	$18.00	$18.00						$36.00	
Total	$39.00	$27.00	$18.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45.00	$ 45.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ $ 20.00 $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.555 (Current Rate) . . . . $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, If the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . . $

_____ . . . . . $

Req. # 00214663 PO#

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE:

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 45.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 2-1100-461-00-380-001-0-583

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

Christina Perez	Barbara Storz	Barbara Storz
EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

COUNTY AUDITOR'S FORM: T.1.5 (07/11)

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Brad Cowan	EMPLOYEE I.D. NO.:	029114	EMPLOYEE TITLE:	CEA-Agriculture
DEPARTMENT:	Hidalgo County Extension Service	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?			No
DEPARTURE DATE:	5/23/12	RETURN DATE:	5/24/12		
TIME OF DEPARTURE:	7:00 AM	TIME OF RETURN:	7:00 PM		
TO CITY:	South Padre Island	STATE:	Texas		
SEMINAR/CONFERENCE/MEETING: START DATE:	5/23/2012	END DATE:	5/24/2012	ACTUAL NO. OF DAYS	2
TITLE OF WORKSHOP/CONFERENCE:	2012 District 12 Spring Faculty Meeting				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	County Vehicles	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.			Yes
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?	Christina Perez, Al Lopez, Adelita F. Munoz, Nora N. Garza, Barbara Storz				
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	Yes	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?	We will use Van and Ford F350		

PURPOSE/BENEFIT TO HIDALGO COUNTY:
To obtain continuing education related to an employee's work or maintenance of a license or certification. To promote the economic development interests of the County.

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 23-May	MONTH / DAY 24-May	MONTH / DAY	MONTH / DAY	MONTH/ DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$0.00						$9.00	
Lunch	$12.00	$0.00	$0.00						$0.00	
Dinner	$18.00	$18.00	$18.00						$36.00	
Total	$39.00	$27.00	$18.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45.00	$ 45.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ $ 20.00 $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.555 (Current Rate) . . . . $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, If the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . . $

_____ . . . . . $

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE:

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 45.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 2-1100-461-00-380-001-0-583

Req# 00214673
PO#

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

Brad Cowan	Barbara Storz	Barbara Storz
EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

COUNTY AUDITOR'S FORM: T.1.5 (07/11)

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Nora N. Garza	EMPLOYEE I.D. NO.:	102733	EMPLOYEE TITLE:	CEA-Family Resources
DEPARTMENT:	Hidalgo County Extension Service	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?			No
DEPARTURE DATE:	5/23/12	RETURN DATE:	5/24/12		
TIME OF DEPARTURE:	7:00 AM	TIME OF RETURN:	7:00 PM		
TO CITY:	South Padre Island	STATE:	Texas		
SEMINAR/CONFERENCE/MEETING: START DATE:	5/23/2012	END DATE:	5/24/2012	ACTUAL NO. OF DAYS	2
TITLE OF WORKSHOP/CONFERENCE:	2012 District 12 Spring Faculty Meeting				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	County Vehicles	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.			Yes
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?	Christina Perez, Al Lopez, Brad Cowan, Adelita Munoz, Barbara Storz				
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	Yes	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?	We will use Van and Ford F350		

PURPOSE/BENEFIT TO HIDALGO COUNTY:
To obtain continuing education related to an employee's work or maintenance of a license or certification. To promote the economic development interests of the County.

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 23-May	MONTH / DAY 24-May	MONTH / DAY	MONTH / DAY	MONTH/ DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$0.00						$9.00	
Lunch	$12.00	$0.00	$0.00						$0.00	
Dinner	$18.00	$18.00	$18.00						$36.00	
Total	$39.00	$27.00	$18.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45.00	$ 45.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ $ 20.00 $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.555 (Current Rate) . . . . $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, If the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . . $

_____ . . . . . $

Req# 00214670
PO#

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE:

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 45.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 2-1100-461-00-380-001-0-583

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

Nora N. Garza	Barbara Storz	Barbara Storz
EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

COUNTY AUDITOR'S FORM: T.1.5 (07/11)

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Barbara Storz	EMPLOYEE I.D. NO.: 078921	EMPLOYEE TITLE: CEA-Horticulture
DEPARTMENT:	Hidalgo County Extension Service	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?	No
DEPARTURE DATE:	5/23/12	RETURN DATE:	5/24/12
TIME OF DEPARTURE:	7:00 AM	TIME OF RETURN:	7:00 PM
TO CITY:	South Padre Island	STATE:	Texas
SEMINAR/CONFERENCE/MEETING: START DATE:	5/23/2012	END DATE: 5/24/2012	ACTUAL NO. OF DAYS 2
TITLE OF WORKSHOP/CONFERENCE:	2012 District 12 Spring Faculty Meeting		
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	County Vehicles	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.	Yes
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?	Christina Perez, Al Lopez, Brad Cowan, Adelita Munoz, Nora N. Garza		
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	Yes	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?	We will use Van and Ford F350

PURPOSE/BENEFIT TO HIDALGO COUNTY:
To obtain continuing education related to an employee's work or maintenance of a license or certification. To promote the economic development interests of the County.

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 23-May	MONTH / DAY 24-May	MONTH / DAY	MONTH / DAY	MONTH/ DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$0.00						$9.00	
Lunch	$12.00	$0.00	$0.00						$0.00	
Dinner	$18.00	$18.00	$18.00						$36.00	
Total	$39.00	$27.00	$18.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45.00	$ 45.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ $ 20.00 $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.555 (Current Rate) . . . . $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, If the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . . $ _____

_____ . . . . . $ _____

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE:

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 45.00

Req.# 00214668
PO#

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 2-1100-461-00-380-001-0-583

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

Barbara Storz	Barbara Storz	Barbara Storz
EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

COUNTY AUDITOR'S FORM: T.1.5 (07/11)

AI-31942 **Executive Office** **5. F.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept a settlement check from Endeavor General Agency in the amount of $292.48 to settle property damages to County fence. (Precinct 1)

BACKGROUND

DOL: 11/22/11
P1 Sun Rise Hill Collection Site

Acct #: 2-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Endeavor Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/17/2012 11:02 AM
Purchasing Department	agarcia	04/25/2012 02:19 PM
Form Started By: Aida Alvarez		Started On: 04/17/2012 10:40 AM
Final Approval Date: 04/25/2012		

ENDEAVOR GENERAL AGENCY, LLC / PAYMENT ON BEHALF OF OLD AMERICAN COUNTY MUTUAL

38358

CHECK NUMBER: 38358
DATE ISSUED: April 12, 2012
ISSUING CODE: C
AMOUNT: $292.48
REASON: Property Damage Liability
CLAIM NUMBER: 2012-TXE01150-A
DATE OF LOSS: 11/22/2011
INSURED: APOLINAR LOPEZ
CLAIMANT: HIDALGO COUNTY

HIDALGO COUNTY
ATTN: SAFETY DIVISION
PO BOX 1356
EDINBURG, TX 78540

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

ENDEAVOR GENERAL AGENCY, LLC
PAYMENT ON BEHALF OF OLD AMERICAN COUNTY MUTUAL
3723 SOUTH FM 551
ROYSE CITY, TEXAS 75189-5763

JPMORGAN CHASE BANK, N.A.
DALLAS, TEXAS

38358
32-61/1110

TWO HUNDRED NINETY-TWO AND 48/100 DOLLARS

DATE: April 12, 2012
AMOUNT: $292.48

PAY TO THE ORDER OF
HIDALGO COUNTY
ATTN: SAFETY DIVISION
PO BOX 1356
EDINBURG, TX 78540

VOID AFTER 90 DAYS

PD-CHAIN LINK FENCE (SUNRISE HILL COLLECION SITE IN MERCEDES TX) REF # 11/22/11

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈038358⑈ ⑆111000614⑆ 6384771177⑈

ENDEAVOR GENERAL AGENCY, LLC / PAYMENT ON BEHALF OF OLD AMERICAN COUNTY MUTUAL

38358

CHECK:
HIDALGO COUNTY
ATTN: SAFETY DIVISION
PO BOX 1356
EDINBURG, TX 78540

CHECK NUMBER: 38358
DATE ISSUED: April 12, 2012
ISSUING CODE: C
AMOUNT: $292.48
REASON: Property Damage Liability
CLAIM NUMBER: 2012-TXE01150-A
DATE OF LOSS: 11/22/2011
INSURED: APOLINAR LOPEZ
CLAIMANT: HIDALGO COUNTY

)2/03/2012 at 01:04 PM
.02685

File ID: 1611

ASSURED AUTO APPRAISERS OF HOUSTON
FOR SUPPLEMENTS CALL GLENN WELLS 830-313-3630
PO BOX 735
FATE, TX 75132
(830)313-3630 Fax: (866)591-2387
Written By: GLENN WELLS

'or: **OLD AMERICAN COUNTY MUTUAL FIRE INSU - ENDEAVOR GENERAL AGENCIES**
(972)772-1820 Fax: (972)772-3782
ıdjuster: YVONNE TAYLOR (972)772-1820

PRELIMINARY ESTIMATE

Insured: APOLINAR LOPEZ
Owner: HIDALGO COUNTY
Address: WESLACO, TX

Business: (956)318-2644

Claim #2012-TXE01150
Policy #
Date of Loss: 11/22/2011
Type of Loss: Collision
Point of Impact:

Inspect Location: DRIVE_IN

Repair Facility: UNKNOWN
Damaged Chain Link Fence

Days to Repair
License #

) CHAIN LINK FENCE Int:
'IN: **Lic:** **Prod Date:** **Odometer:**

	NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
]	1#	Repl	50ft Roll Chain Link Fence Fabric 4' High B20%	1	54.00		
]	2#	Repl	1'' 1/3'' OD Top Rail 0.065 Swedged 11gauge 10' 1/2' Sect. B20%	4	42.36		
]	3#	Repl	1'' 5/8'' Galv. Fence Post 6' long B20%	4	46.68		
]	4#	Repl	Fence Top Loop Cap B20%	3	4.41		
]	5#	Repl	Tie Wire B20%	1	2.98		
]	6#	Repl	2'' Brace Band B20%	6	5.94		
	7#	Repl	Cement	1	3.35		
	8#	Repl	Sand	1	3.18		
	9#	Subl	Fence Labor Minimum	1	125.00 X		
	10#	Subl	Haul Off Debris	1	25.00 X		
			Subtotals ==>		312.90	0.0	0.0

ıine 1 : 20% Betterment on fence due to age and condition.
ıine 2 : 20% betterment due to age and condition
ıine 3 : 20% betterment taken due to age and condition
ıine 4 : 20% Betterment taken due to age and condition
ıine 5 : 20% betterment taken due to age and condition
ine 6 : 20% betterment taken due to age and condition

PRELIMINARY ESTIMATE

0 CHAIN LINK FENCE Int:

:stimate Notes:
'HE FENCE DAMAGED IS A 4FT. FENCE. IT WILL NEED 4 POST. 40FT. OF TOP RAIL..
!0FT OF CHAIN LINK FENCE. PLUS THE LABOR.

Parts			162.90
Sublet/Misc.			150.00
SUBTOTAL			$ 312.90
Sales Tax	$ 162.90 @	8.2500%	13.44
TOTAL COST OF REPAIRS			$ 326.34

ADJUSTMENTS:	
50ft Roll Chain Link Fenc B20%	11.69
1'' 1/3'' OD Top Rail 0.0 B20%	9.17
1'' 5/8'' Galv. Fence Pos B20%	10.11
Fence Top Loop Cap B20%	0.95
Tie Wire B20%	0.65
2'' Brace Band B20%	1.29
TOTAL ADJUSTMENTS	$ 33.86
NET COST OF REPAIRS	$ 292.48

.LL SUPPLEMENTS MUST BE APPROVED BY THE APPRAISERS NOTED AT THE TOP OF THE
:STIMATE.

.LL SUPPLEMENTS MUST BE APPROVED PRIOR TO REPAIRS BY THE APPRAISER LISTED ON
:STIMATE.
.NY SUPPLEMENTAL REPAIRS COMPLETED WITHOUT PRIOR APPROVAL WILL NOT BE
.CCEPTED.

AI-32117 **Executive Office** **5. G.**

CC REGULAR

Meeting Date: 05/01/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: 139TH DISTRICT COURT

Information

CAPTION

Acceptance and approval of Letters of Engagement in connection with "Legal Representation Services" for Hidalgo County with the following attorneys/law firms assigned/engaged by Commissioners' Court (including payment of pending invoices as attached):

Attorney/Law Firm:	In connection with Cause:
Willette & Guerra	D. Marichalar v. County N. Ramos v. County
Andy Taylor & Associates	Electric Sales Agreement
Atlas & Hall	Wyttenbach v. County Hidalgo County v. Insurors Indemnity M. Balderas v. County Claim of Hugo Rangel Dyer v. County Elizondo & Rodriguez v. County
Thornton, Biechlin, Segrato, Reynolds & Guerra	E. Solis v. County

BACKGROUND

2-1100-415-30-125-006-0-333 - General Litigation
2-1100-415-50-190-001-0-333 - Civil Service - Letter of Eng. approved by court on 1/11/11 AI-24542 (2yrs.)

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-30-125-006-0-333

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

BUDGETARY IMPACT:

Funds available as of 4/27/12 $498,675.20.

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-50-190-001-0-333

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

BUDGETARY IMPACT:

Funds available as of 4/27/12 $13,129.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/27/2012 11:07 AM
Purchasing Department	agarcia	04/27/2012 04:30 PM
Form Started By: Monica Badillo		Started On: 04/27/2012 10:24 AM
Final Approval Date: 04/27/2012		

AI-31928 **6. A.**

CC REGULAR

Meeting Date: 05/01/2012

Submitted By: Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation, discussion, and approval of 2011/2012 Membership Dues to the U.S./Mexico Border Counties Coalition in the amount of $11,314.08 with authority for Auditor to issue payment after review and audit procedures are completed with authority for County Treasurer to issue check.

BACKGROUND

Amount: $11,314.08 - Funding indentified by DBM: 1100-413-30-125-004-0-810

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1100-413-30-125-004-0-810

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

BUDGETARY IMPACT:

available balance of $20,076.08 as of 04/19/12.

Attachments

Invoice

Affidavit: Non Lobbyist

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/16/2012 09:43 AM
Purchasing Department	agarcia	04/25/2012 02:19 PM
Form Started By: Michael Leo		Started On: 04/16/2012 09:30 AM
Final Approval Date: 04/25/2012		



RECEIVED
JUL 07 2011
COUNTY JUDGE

310 N. Mesa, Suite 824, El Paso, Texas 79901
Tel: 915.838.6860 · Fax: 915.838.6880
www.bordercounties.org

July 1, 2011

Dear Coalition Member:

Enclosed is an invoice dated July 1, 2011 for your county's 2011/2012 membership dues for the US/Mexico Border Counties Coalition. Please note that this invoice reflects a ¼% automatic dues increase as adopted by the Board in March 2006. Your prompt payment of these dues will be most appreciated and will allow us to continue the vital work of the Coalition.

The US/Mexico Border Counties Coalition continues to strongly represent your interests and is recognized in Washington, D.C. as a leading advocate for border issues.

The Coalition continues its advocacy for the State Criminal Alien Assistance Program (SCAAP) and the Southwest Border Prosecution Initiative (SWBPI). The President's FY2012 Budget included a request for SCAAP funding, albeit at a significantly reduced level of $131 million. We are pleased that SCAAP is again included in the budget request, but we will strive to get the funding level increased in the final appropriation.

Unfortunately, the budget request did not include funding for SWBPI. We are working with our border Representatives and Senators and other key committee members to retain this important program.

We also continue to monitor developments related to border security and immigration reform.

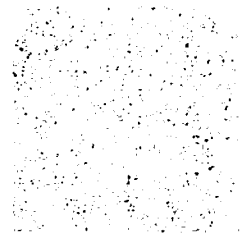
These and other topics will be the focus of our annual Border Conference scheduled for September 29th and 30th, to be held in San Diego County, California. Our host conference hotel will be the Omni San Diego, located at the entrance to the Gas Lamp Quarter in downtown San Diego. Customs and Border Protection Commissioner Alan Bersin is our invited keynote speaker. We expect to have a very robust program. Your attendance will ensure that.

Please renew your membership today! If you have not contributed previously, now is the time to unite with fellow border counties to make a positive difference for our communities.

Sincerely,

David M. Austin
Border Representative

Enclosure



Invoice

The United States/Mexico Border Counties Coalition

El Paso Office
310 N. Mesa, Suite 824
El Paso, Texas 79901

Phone # (915) 838-6860 david@acr-dc.com
Fax # (915) 838-6880 www.bordercounties.org

Date	Invoice #
7/1/2011	643

Bill To

The Honorable Ramon Garcia
Hidalgo County
PO Box 1356
Edinburg TX 78540

Description	Amount
US/Mexico Border Counties Coalition Annual Dues - 2011/2012	11,314.08

Please remit to above address. Thanks!

Total $11,314.08



RECEIVED
MAR 2 8 2012
COUNTY JUDGE

310 N. Mesa · Suite 824 · El Paso, Texas · 79901 · Tel: (915) 838-6860 · Fax: (915) 838-6880
Washington, D.C. Tel: (202) 764-2245 · (202) 903-3683
www.bordercounties.org

March 12, 2012

The Honorable Ramon Garcia
Hidalgo County
100 N. Closner
Edinburg, Texas 78539

Dear Judge Garcia:

At the February 14, 2012 Commissioner's Court meeting, a question was raised regarding the activities of the US/Mexico Border Counties Coalition.

The Coalition, which is a California corporation established as a 501(c)4 organization, is a non-partisan, consensus-based policy and technical forum founded to address the challenges facing county governments located on the United States/Mexico border.

The Coalition is not a registered lobbyist and does not engage in lobbying. The Coalition does conduct educational conferences dealing with border issues and provides information to Members of Congress regarding these issues. We serve as a resource to the Members of Congress. Examples of the kind of information we provide to Congress can be found on our website at www.bordercounties.org. I have also completed the requested Affidavit for Payment of Membership Dues that I received from the County Auditor (copy attached).

Judge, we appreciate your support of the Coalition. As a major urban county on the border, Hidalgo County's participation is critical to the success of the Coalition. I hope this clarifies our purpose and activities, such that the concerns that were raised are ameliorated. We look forward to your continued active participation in the Coalition.

Sincerely,

David M. Austin
Border Representative

Attachment

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, do hereby state to the best of my knowledge and belief the following:

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

SIGNATURE: _____ DATE: 03/12/2012

TITLE: Border Representative

Before me Denise Vega, a Notary Public, appeared DAVID Austin, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) DENISE VEGA MY COMMISSION EXPIRES August 30, 2012

Denise Vega
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

AI-32118 **Sheriff's Office** **7. A.**

CC REGULAR

Meeting Date: 05/01/2012

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval and Acceptance of extension of the 2009 Operation Stonegarden Grant. New termination date is 5/31/12. (Prior termination date was 4/30/12.)
2. Authorization for County Judge, as authorized official, to sign required documents (grant adjustment notice, and exhibits b & c).

BACKGROUND

Grant No. 2009-SJ-T9-0011

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1284-421-00-280-047-2-XXX

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

BUDGETARY IMPACT:

No budgetary impact. Grant period extension.

Attachments

2009 OSG. EXTENSION

2009 OSG EXTENSION NOTIFICATION

Form Review

Inbox	Reviewed By	Date
Rey Salazar	Rey Salazar	04/27/2012 03:07 PM
Manuel Chapa	Manuel Chapa	04/27/2012 03:57 PM
Budget & Management	Merlen P. Munoz	04/27/2012 04:08 PM
Purchasing Department	agarcia	04/27/2012 04:30 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 04/27/2012 11:00 AM

Final Approval Date: 04/27/2012

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
April 26, 2012

1. Sub-Recipient Name and Address	2. Prepared by: Paynter, William GT	3. SAA Award Number: 09-GA 48215-12

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

4. Federal Grant Information

Federal Grant Title:	**Operation Stonegarden**
Federal Grant Award Number:	2009-SJ-T9-0011
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
$1,388,322.00

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

OPSG 97.067
$1,388,322.00

This award supersedes all previous awards. **Performance Period:** Aug 1, 2009 to May 31, 2012

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

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

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

9. Agency Approval

Approving TxDPS Official:	Signature of TxDPS Official:
Machelle Pharr, Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:

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

13. DUE DATE: May 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, _____ (print) as the authorized official of _____, 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, _____ (print), as the authorized official of _____ 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

Maria Gonzalez

From: Cynthia Careaga [cynthia.careaga@auditor.co.hidalgo.tx.us]
Sent: Thursday, April 26, 2012 4:06 PM
To: 'Maria Gonzalez'
Cc: 'Rodolfo Espinoza'
Subject: FW: Grant Adjustment Notice has been RELEASED for Hidalgo County
Attachments: GAN_09-GA_48215-12.pdf; 2009 T&C.pdf

Rosie,

Can you still get this for 5/01/2012 agenda? Let me know.

Thanks

From: GAN@TexasDPA.com [mailto:GAN@TexasDPA.com]
Sent: Thursday, April 26, 2012 3:49 PM
To: rodolfo.espinoza@hidalgoso.org
Cc: cynthia.careaga@auditor.co.hidalgo.tx.us
Subject: Grant Adjustment Notice has been RELEASED for Hidalgo County

A Grant Adjustment Notice (GAN) has been **RELEASED** by the SAA or Region for Hidalgo County - 2009:

Subgrantee:	**Hidalgo County**
GAN Type:	**2009 Grant Adjustment**
GAN Date:	26-Apr-12
Due Date:	15-May-12

	OPSG
Original Amount:	$1,388,322.00
New Amount:	$1,388,322.00
Delta:	**$0.00**

2009 Operation Stonegarden - 9OPSG8215	**From**	**To**
Grant Start Date:	Aug 01 2009	Aug 01 2009
Grant Close Date:	Apr 30 2012	May 31 2012

Reason for GAN:	To allow Hidalgo County to complete the invoicing process on overtime, mileage and equipment expenditures for 2009 OPSG
Reason Comment:	Grant Adjustment Notice

Attached is a copy of the required GAN paper work. Please print a copy, have the appropriate individual sign where designated and return the signed copy to the return address on the GAN. (Retain a copy of the signed document for y records.)

If you have any questions concerning this e-mail please contact the SAA.

NOTE: The GAN process is not complete until the SAA receives a signed copy of this GAN. All activities on this gr frozen until the GAN is completely processed. Please attend to this matter as soon as possible.

Texas Domestic Preparedness Assessment

AI-31965 **Sheriff's Office** **7. B.**

CC REGULAR

Meeting Date: 05/01/2012

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Requesting approval for reimbursement for Chief Administrator Pat Medina in the amount of $20.00. Reimbursement is being requested due to Pat Medina paying for fuel expense after Comdata card did not work.

BACKGROUND

Lic. Plate #CH8M398

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-001-0-626

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

BUDGETARY IMPACT:

Funding available as of 4-25-12.

Attachments

Reimbursement - Pat Medina

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/18/2012 02:46 PM
Budget & Management	Merlen P. Munoz	04/25/2012 11:16 AM
Manuel Chapa	Manuel Chapa	04/25/2012 01:19 PM
Purchasing Department	agarcia	04/25/2012 02:19 PM
Form Started By: Myra Montoya		Started On: 04/18/2012 02:38 PM
Final Approval Date: 04/25/2012		

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, PAT MEDINA , do hereby state that the item(s) listed on the invoices named below were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
006920	April 3, 2012	$20.00	HEB

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

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

SIGNATURE: _____

TITLE: CHIEF ADMINISTRATOR
PERSON MAKING REQUEST

Before me MYRA M. MONTOYA , a Notary Public, appeared PAT MEDINA and on his/her oath deposed and stated that the foregoing facts as set forth in reimbursement are true and correct in every respect. He/She further stated that he requested payment of the same.

MYRA MICHELLE MONTOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. July 27, 2013

_____
Notary Public In and For the State of Texas

_____
Approval of Department Head

_____
Approval of County Auditor

H-E-B

1000 6920 0403 1218 2400 094

1 168 Pay Now Gasoline 20.00
********** Sale Subtotal*** 20.00
20.00
*** CASH 20.00

ITEMS PURCHASED: 1

RECEIPT EXPIRES ON 07-02-12

1000 6920 0403 1218 2400 094

HEB Food-Drugs #03/094
2409 E. Expressway 83
Mission, TX 78572
Phone: (956) 205-6700
Pharmacy: (956) 205-6755
Fax: (956) 205-6783
Store Hours: 6 a.m. to 1 a.m.

Your Cashier:CYNTHIA LEECH

006920 04-03-12 6:24P 455/45/00094

Mission # 03 (00094)
2409 E. Expressway 83
Mission, Tx 78247

*** CASH :20.
00
04/03/12 06:25:37 PM
Pump 02
Grade Unleaded
Gallons 5.265
Price/Gal 3.799
Fuel Sale 20.00

Thank you for shopping at H-E-B

AI-31550 **Health & Human Services Dept.** **8. B.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Public Health Emergency Prepardness Division (1293):
Requesting authorization to apply for the Public Health Emergency Preparedness Discretionary Project funding offered by the Texas Department of State Health Services in an amount not to exceed $125,000.00. This grant funding requires a ten percent (10%) local match which will not exceed $12,500.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

This grant will require a 10% cash match in the amount of $12,500.00 that will be funded from the Co. Wide Adm.-Contingency Account.

Attachments

Notice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/20/2012 03:05 PM
Purchasing Department	agarcia	03/26/2012 07:25 AM
Form Started By: Mike Escaname		Started On: 03/20/2012 02:35 PM
Final Approval Date: 03/26/2012		

Mike Escaname

From: Eva Rubio <evangelina.rubio@hchd.org>
Sent: Monday, March 19, 2012 10:09 AM
To: 'Mike Escaname'
Subject: FW: LHD's - PHEP Narrative & Budget Template - Discretionary Projects
Attachments: BP11 PHEP Discretionary Project Template.doc; FY12 Budget Templates with Match.xls

Evangelina Rubio
Public Health Preparedness Coordinator
Hidalgo County Health and Human Services Department
1304 S. 25th Avenue
Edinburg, Texas 78542
956-318-2426 (Office)
956-318-2431 (Fax)
evangelina.rubio@hchd.org
www.hchd.org

From: Lucia.Lundry@dshs.state.tx.us [mailto:Lucia.Lundry@dshs.state.tx.us]
Sent: Friday, March 16, 2012 8:14 AM
To: cbrem@bellcountyhealth.org; wfarrell@bellcountyhealth.org; janp@brazoria-county.com; cathys@brazoria-county.com; tamarag@brazoria-county.com; mpaulus@co.brazos.tx.us; kbost@co.brazos.tx.us; healthdept@co.brazos.tx.us; ysalinas@co.cameron.tx.us; fidel.calvillo@talho.org; raquel.castillo@talho.org; matt.richardson@ci.amarillo.tx.us; hector.mendoza@ci.amarillo.tx.us; richard.todd@ci.amarillo.tx.us; carlos.rivera@ci.austin.tx.us; janet.pichette@ci.austin.tx.us; SWHITLEY@TEXASHAN.ORG; gonzalezfj2@elpasotexas.gov; Rosalinda.Horstman@ElPasoTexas.gov; michael.hill@elpasotexas.gov; stephen.williams@cityofhouston.net; raouf.arafat@cityofhouston.net; frank.levy@cityofhouston.net; dianne.polk@houstontx.gov; hgonzalez@ci.laredo.tx.us; wlopez@ci.laredo.tx.us; kcastillo@ci.laredo.tx.us; bfaulkenberry@mylubbock.us; rstrickland@mylubbock.us; tjenkins@mylubbock.us; kswacina@mylubbock.us; sherryw@ci.waco.tx.us; debbip@ci.waco.tx.us; md.kendrick@co.fort-bend.tx.us; reynokay@co.fort-bend.tx.us; olingdav@co.fort-bend.tx.us; dbeckham@gchd.org; mguidry@gchd.org; jellison@gchd.org; Mary.Pastor@co.hardin.tx.us; toy.akridge@co.hardin.tx.us; chuck.chapman@co.hays.tx.us; Eddie.Olivarez@hchd.org; Evangelina.Rubio@hchd.org; nancy.trevino@hchd.org; php_milamco@yahoo.com; pgaines@milamcounty.net; lindas@cctexas.com; donnar@cctexas.com; Annetter@cctexas.com; yoshi@portarthur.net; judith@portarthur.net; delores.bacon@co.san-patricio.tx.us; smcelroy@texashan.org; ellinas@mchd-tx.org; rejohnson@mchd-tx.org; pwilson@mchd-tx.org; EWBOND@UTMB.EDU; srcole@utmb.edu; cnelsonb@utmb.edu; dbayne@utmb.edu; amartinez@wcchd.org; rmoeller@wcchd.org; mcaudle@wcchd.org; criggins@wcchd.org; Sandra.Perez@dshs.state.tx.us; Kelly.Northcott@dshs.state.tx.us; Hsr65.phep@dshs.state.tx.us; Rene.Leal@dshs.state.tx.us; Jennifer.Kiger@dshs.state.tx.us; Charlotte.Ellis@dshs.state.tx.us; Russ.Jones@dshs.state.tx.us; Yolanda.Holmes@dshs.state.tx.us; Barbara.Adams@dshs.state.tx.us; Dina.Sosa@dshs.state.tx.us; judy.eaton@co.san-jacinto.tx.us; tracy.conroy@co.san-jacinto.tx.us; SULMER@TEXASHAN.ORG
Cc: Michael.Keese@dshs.state.tx.us; Lisa.Schultz@dshs.state.tx.us; Susana.Garcia@dshs.state.tx.us; Lucia.Lundry@dshs.state.tx.us
Subject: LHD's - PHEP Narrative & Budget Template - Discretionary Projects

Contractors and Stakeholders,

Attached is a Discretionary Project narrative template and the budget template for use in preparing and submitting requests for Discretionary Projects.

The deadline for submitting projects is 5:00 pm on Tuesday, May 1, 2012 to the email account CPSRCT@dshs.state.tx.us. If you have any projects that can be submitted earlier, please do so. All projects submitted will be reviewed and approved through a competitive review process.

The source of funding for approved projects will come from Budget Period (BP) 10 and BP10x carry-forward. In addition, CDC has discussed the possibility of a No-Cost Extension (NCE) for BP 11 extending it through July 2013. DSHS has not received formal notification from CDC regarding the NCE as of this date. However, plans are being developed in anticipation of receiving the extension. Approved projects may also be included in a spend plan for the possible NCE.

When developing projects for submission, it is critical that all parties give consideration to match requirements. PHEP funds require a 10% match per the authorizing law, Pandemic and All-Hazards Preparedness Act (PAHPA). An important consideration is that match expenditures must come from the same budget period (or contract term) in which the federal funds were expended.

If you have any questions, please contact me.
*When you submit your request to email account CPSRCT@dshs.state.tx.us, please send a copy to me as well.

Thank you,

Lucia Lundry, CTPM
Preparedness and Compliance Branch
Contract Management Unit, MC1990
Department of State Health Services
P.O. Box 149347
Austin, Texas 78714-9347
W239
(512) 776-2244 (Direct)
(512) 776-7428, EXT. 2244
Fax: (512) 776-7391
Email: Lucia.Lundry@dshs.state.tx.us

AI-31724 **Health & Human Services Dept.** **8. C.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

PHEP Division (1293):
Requesting authorization to execute the Interlocal Cooperation Agreement between Hidalgo County and following local hospitals: Doctors Hospital at Renaisance, Edinburg Regional Medical Center, McAllen Medical Center, Knapp Medical Center, Mission Regional Medical Center and Rio Grande Regional Hospital. The aim of this Agreement is to establish an agreement to monitor and analyze healthcare registration data collected from emergency department visits for possible outbreaks of infectious disease and other public health threats and emergencies.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1293-441-10-340-013-2-320

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

BUDGETARY IMPACT:

Available balance as of 4-12-12 $126,312.00

Attachments

Interlocal Doctors Renaissance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/30/2012 02:31 PM
Purchasing Department	agarcia	04/17/2012 09:18 AM
Form Started By: Mike Escaname		Started On: 03/30/2012 02:00 PM
Final Approval Date: 04/17/2012		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO AND
DOCTORS HOSPITAL AT RENAISSANCE

THIS Agreement is made on this the ____ day of _____, 2012, by and between the **DOCTORS HOSPITAL AT RENAISSANCE ,** hereinafter referred to as the "Hospital," and the **COUNTY OF HIDALGO, TEXAS,** herinafter referred to as the "County" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNNESSETH:

WHEREAS, the Hospital is a hospital located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, County is the recipient of a Public Health Preparedness and Response for Bioterrorism grant from the Department of State Health Services to be used to upgrade local bioterrorism preparedness and response, outbreaks of infectious disease, and other public health threats and emergencies;

WHEREAS, the parties recognize the vulnerability of citizens in the County to a public health emergency that may result from natural or manmade causes;

WHEREAS, during such public health emergency, it may be necessary to monitor healthcare registration data collected in real time form emergency department visits through the Real-time Outbreak and Diseases Surveillance (RODS) System. RODS automatically collects public health surveillance data, analyzes them for possible outbreaks, notifies users, and has a web-base interface to examine the data and be able to treat a large number of people in the area served by the County Public Health Department, and

WHEREAS, Hospital emergency department date, which generally includes a unique encrypted patient identifier, chief complaint, screening date, date of birth, gender and residential zip code for each record will be used as previously described in the project proposal; and

WHEREAS, Hospital and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. HIPAA Compliance

A. General.

a. hold all Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, Texas Government Code. Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by each Party from or on behalf of the other Party. EPHI is individually identifiable health information that is transmitted by or maintained in electronic media. A Security Incident is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with the systems operations in an information system.

b. be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), PL 104-191, the HIPAA regulations (codified at 42 CFR Parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, collectively referred to herein as "Privacy and Security Requirements."

B. Business Associate: Each Party is a "Business Associate" of the other Party as that term is defined under the Privacy and Security Requirements. Each Party agrees:

1. *Nondisclosure of PHI and EPHI*: Not to use or disclose the PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement other than as permitted or required by this Agreement, or as otherwise required by law.

2. *Limitation on Further Use or Disclosure*: Not to further use or disclose the PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement in a manner that would be prohibited by the Privacy and Security Requirements of HIPAA if disclosure was made by the other Party, or if either it or the other Party is otherwise prohibited from making such disclosure by any present or future State or federal law, regulation, or rule.

3. *Safeguards*: To use appropriate safeguards to prevent use or disclosure of the PHI and EPHI other than as provided for by this Agreement or as required by State or federal law, regulation, or rule. To implement administrative, physical,

and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI.

4. *Reporting Unauthorized Disclosures and EPHI Incidents*: To report to the other Party any use or disclosure of PHI and EPHI that is not authorized by this Agreement immediately upon becoming aware of such unauthorized use or disclosure.

5. *Subcontractors and Agents*: To make all reasonable efforts to ensure that any subcontractors or agent to whom either Party provides PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement agrees to the same restrictions and conditions that apply to it with respect to such PHI and EPHI.

6. *Mitigation*: To mitigate, to the extent practicable, any harmful effect that is known to either Party of a use or disclosure of PHI and EPHI by either Party or by a subcontractor or agent of either Party resulting from a violation of this Agreement.

7. *Notice – Access by Individual*: To notify the other Party in writing within three business days of any request by an individual for access to the individual's PHI and EPHI and to, upon receipt of such request from an individual, provide access to the degree required or permitted by law or, if the other Party maintains the requested records, direct the individual to the other Party for access to the individual's PHI and EPHI.

8. *Notice – Request for Amendment*: To notify the other Party in writing within three business days of any request by an individual for amendment to the individual's PHI and EPHI and to, upon receipt of such request from an individual, make such amendments as required or permitted by law, or if the other Party maintains the records, direct the individual to the other Party to request amendment of the individual's PHI and EPHI.

9. *Notice – Request for Accounting*: To notify the other Party in writing within three business days of any request by an individual for an accounting of disclosures made of the individual's PHI and EPHI and to, upon receipt of such request from an individual, provide an accounting as required or permitted by law, or if the other Party maintains the records, direct the individual to the other Party for an accounting of the disclosures of the individual's PHI and EPHI.

10. *HHS Inspection*: Upon written request, to make available to the Secretary of Health and Human Services ("HHS") or her designee, its internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from or held for the other Party in a time or manner designated by the Secretary for purposes of the Secretary determining each Party's compliance with the Privacy and Security Requirements.

11. *Inspection*: Upon written request, to make available to the other Party during normal business hours its internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from or held for the other Party in a time and manner designated by the other Party.

12. *PHI and EPHI Amendment*: To incorporate any amendments, corrections, or additions to the PHI and EPHI received from or created, compiled, or used by it pursuant to this Agreement when notified by the other Party that the PHI and EPHI is inaccurate or incomplete or that other documents are to be added as required by or allowed by the Privacy and Security Requirements.

13. *Documentation of Disclosures*: Each Party agrees to document disclosure of PHI and EPHI and information related to such disclosures as is necessary for the other Party to respond to a request by an individual for an accounting of disclosures of PHI and EPHI in accordance with 45 CFR § 164.528, as amended.

14. *Termination Procedures*: Upon termination of this Agreement for any reason, to transfer to the other Party all PHI and EPHI received from the other Party or created, compiled, or used by it pursuant to this Agreement or, if specially requested to do so by the other Party in writing, to destroy all such PHI and EPHI. This provision applies when either Party maintains PHI and EPHI from the other Party in any form. If either Party determines that transferring or destroying the PHI and EPHI is infeasible, it shall (i) provide to the other Party notification of the conditions that make transfer or destruction infeasible; (ii) extend the protections of this Agreement to such PHI and EPHI; and (iii) limit any further uses and disclosures of such PHI and EPHI to those purposes that make the return or destruction infeasible.

15. *Notice-Termination*: Upon written notice to the other Party, either Party may terminate any portion of the Agreement under which the other Party maintains, compiles, or has access to PHI and EPHI. Additionally, upon written notice to the other Party, either Party may terminate the entire Agreement if it determines, at its sole discretion, that the other Party has repeatedly violated a Privacy Requirement.

16. Survival of Privacy Provisions: Each Party's obligations with regard to PHI and EPHI shall survive the termination of this Agreement.

17. Amendment Related to Privacy and Security Requirements: The Parties agree to take such action as is necessary to amend this Agreement it to comply with the Privacy and Security Requirements of HIPAA and Tex. Health & Safety Code Ann. §§181.001 *et seq*., as amended, and any other law or regulation affecting the use or disclosure of PHI and EPHI. Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with the Privacy and Security Requirements of HIPAA and Tex. Health & Safety Code Ann. §§ 181.001 *et seq*., as amended.

2. **Term.** This Agreement shall become effective on the Countersignature Date and shall remain in effect for a period of one (1) year ("Initial Term"), from the date first written above and shall automatically renew unless sooner terminated as provided for in this Agreement herein. If Hospital chooses not to renew this Agreement, the Emergency Department Director or the Director's Designee shall notify the County of Hidalgo of non-renewal at least 30 days before the expiration of the then-current term.

3. **Termination.** Either party may terminate this agreement at any time by giving 30 days written notice to the other party. The right to terminate this agreement for convenience is cumulative of all rights and remedies which exist now or in the future. Upon receiving or delivering the notice, Hidalgo County Health and Human Services shall, unless the notice directs otherwise, immediately notify the RODS datacenter hosted by the Texas Association of Local Health Officials (TALHO) resulting in the disconnection of Doctors Hospital at Renaissance.

4. **Security.** Information retrieved by RODS is only accessible to public health personnel responsible for disease surveillance and outbreak detection. Safeguards to protect the information include but are not limited to password-protected computers and the use of aggregation and other methods in maps for presentation or publication to prevent potential identification of individual patients or individual hospitals.

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

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

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

8. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE

PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

9. County of Hidalgo County will fund the initial costs to connect Hospital to the RODS system.

TALHO will integrate Hospital into the syndromic surveillance applications RODS and ESSENCE. Access to surveillance data will be provided to Hidalgo County Health & Human Services Department in the form of RODS and ESSENCE user accounts.

The facility to be integrated includes:

1. HL7 connection fee per hospital
2. Feeder hospital – data flowing into one central hospital system

County of Hidalgo is responsible for negotiating a data-sharing agreement directly with participating facility and providing TALHO with executed copies 60 days prior to integration. If fees occur for the hospital listed above due to its own vendor work on HL7 interface configuration during initial setup, TALHO may reimburse up to $2,500 not to exceed the 1 HL7 connection outlined above. Vendor quotes are required for reimbursement.

nitial setup includes maintenance on HL7 connections for a period of 24 months from the date of project completion.

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

If to Hospital:	Doctors Hospital at Renaissance 5501 S. McColl Rd. Edinburg, Texas 78539
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge P.O. Box 758 Edinburg, Texas 78540-0758

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.

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

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

Assignment. This Agreement shall not be assignable.

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

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

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

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

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 (30) 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.

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

DOCTORS HOSPITAL AT RENAISSANCE

_____
Hospital Contact (Emergency Department Director)
Chief Administrative Officer, Doctors Hospital at Renaissance

ATTEST:
_____

HIDALGO COUNTY TEXAS

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, JR. Hidalgo County Clerk

APPROVED AS TO FORM:

_____
By: Josephina Ramirez Solis

Hidalgo County Assistant District Attorney
County Affairs

AI-32115 **Fire Marshal's Office** **9. A.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Juan Martinez

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Discussion and approval for the sale and use of Fireworks for May 5th (Cinco de Mayo). Selling to begin May 1st and to end at midnight May 5th.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/27/2012 08:52 AM
Purchasing Department	agarcia	04/27/2012 04:30 PM
Form Started By: yorozco		Started On: 04/27/2012 08:14 AM
Final Approval Date: 04/27/2012		

AI-32042 **Urban County** **10. A.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Mary Flores

Department: URBAN COUNTY

Information

CAPTION

Presentation of Quick draw Award to Precinct 2 Commissioner Hector "Tito" Palacios and Precinct Coordinator of the Year, Mr. Euralio Palacios.

BACKGROUND

Every year, the Urban County Program identifies the Precinct that most quickly spends their CDBG funding. This, in essence helps the program meet the annual expenditure ratio required by HUD. Additionally, a Coordinator outside of the Urban County Program office that complies with all HUD requirements is also selected and recognized as recipient of the Coordinator of the Year award.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/24/2012 02:47 PM
Purchasing Department	agarcia	04/27/2012 04:30 PM
Form Started By: mflores		Started On: 04/24/2012 02:19 PM
Final Approval Date: 04/27/2012		

AI-31936 **Urban County** **10. B.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Carlos Jasso

Department: URBAN COUNTY

Information

CAPTION

1. Consideration and approval of a construction contract change order for the General Land Office (GLO) Contract No. 10-5066-000-5043 (formerly TDRA DRS010068), Pct. 4 Trenton Drain Project Flood Drainage Improvements. The Change Order will increase the construction contract amount of $1,645,863.50 to $1,652,223.50 for a total increase of $6,360.00 to the construction service contract currently awarded to O.G Construction Company, L.L.C.

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

The increase in construction contract price reflects the installation of 200 linear feet of 15" PVC irrigation pipe and an installation of a 90 degree bend. An irrigation line must be relocated to its original location on Parcel 13. Please see attachment.

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

Change Order Request Pct 4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/17/2012 11:01 AM

Purchasing Department	agarcia	04/25/2012 02:19 PM
Form Started By: mflores		Started On: 04/17/2012 09:27 AM
Final Approval Date: 04/25/2012		

HIDALGO COUNTY
URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

CITY/PCT. Hidalgo County Precinct No. 4 1051 N. Doolittle Road Edinburg, Texas Phone #: (956) 968-8733	DATE: 03-29-12 CHANGE ORDER NO. 1
CONTRACTOR/FIRM O.G. Construction Company, LLC 4021 N. Closner Blvd. Edinburg, Texas 78541 (956) 292-0008	PROJECT/NAME/ACCT. NO. Pct. 4 Flood Drainage Improvements Project Phase I for the Texas General Land Office (GLO) Contract No. 10-5066-000-5043 and DRS010068 "Trenton Drain" 6536-94-0309-5000-9400

You are hereby requested to comply with the following changes from the contract plans and specifications:

	Final Quantitative Adjustments		Quantitative Deletion
	Unit Prices		Time Extension
X	Quantitative Addition	✓	Other

REASON:

TO INSTALL AN ADDITIONAL 200 LINEAR FEET OF 15" FEET OF 15" PVC IRRIGATION PIPE AND INSTALL A 90 DEGREE BEND.

Contract price prior to change order . . . . . $ **1,645,863.50** .

Net Increase/Decrease of this Change Order . . . . . $ **6,360.00** .

Contract Price with Change Order . . . . . $ **1,652,223.50** .

Increase/Decrease in time 0 days.

HIDALGO COUNTY
URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

Gloria A Beltran — 4/11/12

CITY/PCT. OFFICIAL — DATE

CONTRACTOR — DATE

PE 04/11/12

PROJECT ENGINEER - ARCHITECT — DATE

(FOR URBAN COUNTY PROGRAM USE ONLY)

- ☐ Scope Increase
- ☐ Scope Decrease
- ☐ L/M Beneficiary Change/Impact
- ☐ Environmental Impact
- ☐ Quantitative Addition/Deletion
- ☐ Final Quantitative Adjustment
- ☐ Other

- ☑ Approved
- ☐ Disapproved

Title: DIRECTOR

Signature: Alma R Sesin

Date: 4-12-12

Form 9-4 Construction Contract Change Order Approval Request

Owner: Hidalgo County Precinct No. 4 1051 N. Doolittle Road Edinburg, Texas Phone #: (956) 968-8733	**Contract For:** Pct. 4 Flood Drainage Improvements Project Phase I for the Texas General Land Office (GLO) Contract No. 10-5066-000-5043 and DRS010068 "Trenton Drain"	**Date:** March 29, 2012 **Project No.:** **6536-94-0309-5000-9400**
Contractor: O.G. Construction Company, LLC 4021 N. Closner Blvd. Edinburg, Texas 78541 (956) 292-0008	**Engineer:** Raul E. Sesin, PE Planning Administrator Hidalgo County Planning Dept. 1304 South 25th Street Edinburg, Texas 78539 (956) 318-2840	**DR Contract No.:** DRS010068 **GLO Contract No.:** 10-5066-000-5043 **Change Order No.:** 1

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	Add 200 LF of 15" PVC Irrigation Pipe, increase from 1330 LF to 1530 LF		$5,600.00
2	Install a 90 degree bend, increase from 0 to 1		$ 760.00

Change in Contract Price:	**Change in Contract Time:**
Original Contract Price: **$ 1,645,863.50**	Original Contract Time: 180 days
Previous Change Order(s) No.___ to No. ____ $	Net Change From Previous Change Order _____ days
Contract Price Prior to this Change Order: **$ 1,645,863.50**	Contract Time Prior to this Change Order _____ days
Net Increase/Decrease of this Change Order: **$ 6,360.00**	Net Increase/Decrease of this Change Order _____ days

Contract Price With all Approved Change Orders: $ 1,652,223.50	Contract Time With All Approved Change Orders 180 days
Cumulative % Change in Contract Price: .39 %	

DR Division reimbursement of costs approved by this change order is subject to approval by TDRA.

RECOMMENDED: Engineer

By: Raul E. Sesin, P.E.
Print Name

Authorized Signature

Date: 04/11/12

APPROVED: Owner

By: _____
Print Name

Authorized Signature

Date: _____

ACCEPTED: Contractor

By: Omar F. Garcia
Print Name

Authorized Signature

Date: 4/11/12

Grantee: Hidalgo County Urban County Program
DRS Contract No.: DRS010068
Change Order No.: 1

JUSTIFICATION FOR CHANGE

1. 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 _____

2. Effect of this change on the scope of work:
☒ Increase ☐ Decrease ☐ No Change

3. Effect on operation and maintenance costs:
☐ Increase ☐ Decrease ☒ No Change

4. Are all prices in the change order dependent upon unit prices found in the original bid?
☐ Yes ☒ No

   If "NO", explain:

   90 Degree Elbow was not part of the original bid.

5. Will this change order be completed within the contract period?
☒ Yes ☐ No

   If "NO", expected completion date: _____

6. 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

7. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid:

☒ Yes ☐ No

8. Is the TCEQ permit approval still valid? (sewer projects only) ☐ Yes ☐ No
This is a street and drainage improvement project.

9. Are the handicapped access requirements/approval still valid (if applicable)?
N/A ☐ Yes ☐ No

10. Are other Disaster Recovery contractual special condition clearance still valid?

☒ Yes ☐ No

(If no, specify):

OG CONSTRUCTION COMPANY, L.L.C.

March 27, 2012

Hidalgo County – Urban County Program
Hidalgo County Precinct No. 4 – Flood Drainage Improvements
Phase I for The Texas General Land Office
Contract No.:10-5066-000-5043 and DRS010068
"TRENTON DRAIN"
BID NO.: 6536-94-0309-5000-9400

Mr. Sesin,

We hereby propose to install an additional 200 linear feet of 15" PVC irrigation pipe for the lump sum amount of $5,600.00. We will also provide and install a 90 degree bend for an additional $760.00.

Omar F. Garcia, Managing Member

4021 N. Closner Blvd. Edinburg, Texas 78541

AI-31967 **Urban County** **10. C.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Irene Montoya

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contract for the demolition and reconstruction of the following:

1. (1) Unit in the Countywide area in the amount of $46,400.00 to Rigney Construction.
2. (1) Unit in the City of Mercedes, (1) Unit in the City of San Juan and (1) Unit in the City of La Joya in the amount of $132,149.00 to G & G Contractors
3. (1) Unit in the City of San Juan in the amount of $23,000.00 to Benchmark Construction.

BACKGROUND

The applicants were approved to receive assistance under the HOME Owner-Occupied Rehabilitation Program by the County Commissioners' Court on December 29, 2011, September 20, 2011 & April 12, 2011. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, April 4, 2012.

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

Liability Insurance

Construction Loan Agreement

Construction Loan Agreement
Rigney Construction Auto Insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/18/2012 03:17 PM
Purchasing Department	agarcia	04/25/2012 02:19 PM
Form Started By: mflores		Started On: 04/18/2012 02:53 PM
Final Approval Date: 04/25/2012		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/16/2012

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
San Juan Insurance Agency, Inc.
DBA Valley Ins Providers OR Truckers Ins
PO Drawer 3783
McAllen TX 78502

CONTACT NAME: Nora Rodriguez
PHONE (A/C, No, Ext): (956) 781-6663 FAX (A/C, No): (956) 702-7556
E-MAIL ADDRESS: nrodriguez@truckers-ins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: JAMES RIVER INSURANCE COMPANY	
INSURER B:	
INSURER C: Texas Mutual Insurance Company	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
RIGNEY CONSTRUCTION & DEV LLC
7011 N. SEMINARY RD.
Edinburg TX 78541-

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY			00042247-2	02/18/2012	02/18/2013	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
	[X] DEDUCTIBLE $2500.						PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	SBP-0001147395	07/23/2011	07/23/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

URBAN COUNTY PROGRAM
1916 TESORO BLVD.
PHARR TX 78577-

CANCELLATION AI 006652

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 4/16/2012

PRODUCER
EDDIE VILLARREAL INSURANCE AGENCY
506 W UNIVERSITY DR
EDINBURG, TX 78539
956-381-0951

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
RENE GARZA JR
DBA G & G CONTRACTORS
5125 S HWY 281 STE 3
EDINBURG, TX 78539
956-929-1567

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ESSEX INSURANCE COMPANY	
INSURER B: TEXAS COUNTY MUTUAL	
INSURER C: TEXAS MUTUAL INS CO	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	CL420913580	03/14/12	03/14/13	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 [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	604891354	03/14/12	03/14/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP-0001221990	03/15/12	03/15/13	[ ] WC STATU-TORY LIMITS [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALGO COUNTY URBAN COUNTY PROGRAM
1916 TESORO BLVD
PHARR, TEXAS 78577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL_____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/13/2011

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
Valley Insurance Provider
PO Drawer 3783
McAllen TX 78502

CONTACT NAME: Debbie Valdez
PHONE (A/C, No, Ext): (956) 787-8636 FAX (A/C, No): (966) 787-7232
E-MAIL ADDRESS: dvaldez@vip-ins.net
PRODUCER CUSTOMER ID #: 4762

INSURED
Bm Benchmark Construction
P. O. Box 720083
McAllen TX 78504-0000

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Evanston - Lga	
INSURER B: Essex - Surplus	
INSURER C: Tower National Insurance Company	29203
INSURER D: Texas Mutual Fund Insuran	
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	
B	GENERAL LIABILITY			CL421400613	07/07/2011	07/07/2012	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	AUTOMOBILE LIABILITY			04731880-1	06/02/2011	06/02/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,001
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	X SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
A	UMBRELLA LIAB OCCUR			XOMS391011	07/14/2011	07/07/2012		$
	X EXCESS LIAB CLAIMS-MADE						EACH OCCURRENCE	$ 3,000,000
	DEDUCTIBLE						AGGREGATE	$ 3,000,000
	RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SBP-0001173304 2011	10/14/2011	10/14/2012		$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N/A					WC STATU-TORY LIMITS OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

HIDALGO COUNTY URBAN COUNTY PROGRAM
1916 TESORO ST.
PHARR TX 78577-

CANCELLATION

AI 000313

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

© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **May 1, 2012**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: **Sylvia Perales**

BORROWER'S ADDRESS: **1908 Sylvia Cirlce**
San Juan, TX 78589

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **Rene Garza, G & G Contractors**

CONTRACTOR'S ADDRESS: **5125 S. 281, Ste 3, Edinburg, TX 78539**

NOTE:

$47,799.00 Mechanic's Lien Note dated **May 1, 2012** executed y Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **May1, 2012**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **May1, 2012** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION: **$47,799.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount

Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in

this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

_____

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

_____

Sylvia Perales

CONTRACTOR'S SIGNATURE:

_____

Rene Garza
G& G Contractors

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Sylvia Perales** of HIDALGO COUNTY, on **May 1, 2012.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Rene Garza G & G Contractors** on **May 1, 2012.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on _____**, 2012.**

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lot 39, Las Brisas Subdivision, an addition to the City of San Juan, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **May 1, 2012**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: **Juan & Blanca E. Lopez**

BORROWER'S ADDRESS: **P.O. Box 109**
321 W 2nd St.,
La Joya, TX 78560

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **Rene Garza, G & G Contractors**

CONTRACTOR'S ADDRESS: **5125 S. 281, Ste 3, Edinburg, TX 78539**

NOTE:

$38,980.00 Mechanic's Lien Note dated **May 1, 2012** executed y Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **May1, 2012**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **May1, 2012** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION: **$38,980.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

_____

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

_____

Juan Lopez

_____

Blanca E. Lopez

CONTRACTOR'S SIGNATURE:

_____

Rene Garza
G& G Contractors

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Juan Lopez** of HIDALGO COUNTY, on **May 1, 2012.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Blanca E. Lopez** of HIDALGO COUNTY, on **May 1, 2012.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Rene Garza G & G Contractors** on **May 1, 2012.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on _____, **2012.**

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lot 7, Block 2 ST. John Subdivision, being a Subdivision of 13.90 acres out of Tract 251, Los Ejidos De Reynosa Viejo Grant, Partition Case No. 5000, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **May 1, 2012**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: **Minerva & Oscar Trevino**

BORROWER'S ADDRESS: **707 Shufford St.**
San Juan, TX 78589

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **George Boghs, Benchmark Construction**

CONTRACTOR'S ADDRESS: **119 N. 17th St., McAllen, TX 78504**

NOTE:

$23,000.00 Mechanic's Lien Note dated **May 1, 2012,** executed y Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **May 1, 2012**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **May 1, 2012** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION: **$23,000.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount

Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in

this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

_____

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

_____

Minerva G. Trevino

_____

Oscar Trevino

CONTRACTOR'S SIGNATURE:

_____

George Boghs
Benchmark Construction

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Minerva G. Trevino** of HIDALGO COUNTY, on **May 1, 2012**.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Oscar Trevino** of HIDALGO COUNTY, on **May 1, 2012**.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **George Boghs, Benchmark Construction** on **May 1, 2012**.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on **_____, 2012.**

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lot 45, Shuford's Subdivision an addition to the City of San Juan, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **May 1, 2012**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: **Josefa B. Guerrero**

BORROWER'S ADDRESS: **20366 Jeanine St., Edinburg, TX 78542**

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **John Rigney d/b/a Rigney Construction & Dev. LLC**

CONTRACTOR'S ADDRESS: **7011 N. Seminary Rd., Edinburg, TX 78541**

NOTE:

$46,400.00 Mechanic's Lien Note dated **May 1, 2012,** executed y Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **May 1, 2012**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **May 1, 2012** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION: **$46,400.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender

and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in

this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

_____

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

_____

Josefa B. Guerrero

CONTRACTOR'S SIGNATURE:

_____

John Rigney
Rigney Construction & Dev.

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Josefa B. Guerrero** of HIDALGO COUNTY, on **May 1, 2012.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **John Rigney d/b/a Rigney Construction & Dev.** on **May 1, 2012.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on _____**, 2012.**

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lot 8, Block 8, Delta West Subdivision, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **May 1, 2012**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: **Saturnino Noriega**

BORROWER'S ADDRESS: **903 N. Washington Ave**
Mercedes, TX 78570

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **Rene Garza, G & G Contractors**

CONTRACTOR'S ADDRESS: **5125 S. 281, Ste 3, Edinburg, TX 78539**

NOTE:

$45,370.00 Mechanic's Lien Note dated **May 1, 2012** executed y Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **May1, 2012**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **May1, 2012** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION: **$45,370.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount

Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in

this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

_____

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

_____

Saturnino Noriega

CONTRACTOR'S SIGNATURE:

_____

Rene Garza
G& G Contractors

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Saturnino Noriega** of HIDALGO COUNTY, on **May 1, 2012.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Rene Garza G & G Contractors** on **May 1, 2012.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on _____**, 2012.**

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All of Lot 13, Block 5, Garden Park Subdivision, an addition to the City of Mercedes, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/30/2012

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 STATE FARM INSURANCE ROBERT R ELIZALDE 5107 S MCCOLL RD EDINBURG, TX 78539	CONTACT NAME: ILIANA PEREZ PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810 E-MAIL ADDRESS: ILIANA@ROBERTELIZALDE.COM
INSURED RIGNEY CONSTRUCTION & DEVELOPMENT, LLC 7011 N SEMINARY RD EDINBURG, TX 78541	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Y	Y	172 1653	02/17/2012	02/17/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

URBAN COUNTY PROGRAM
1916 TESORO BLVD
PHARR, TX 78577

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Iliana Perez

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AI-31977 **Elections Administration** **11. A.**

CC REGULAR

Meeting Date: 05/01/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Contract for Lease Election Services between Hidalgo County and the Hidalgo and Cameron Counties Irrigation District No. 9 for their election to be held on May 12, 2012

BACKGROUND

One (1) originals of Contract for Elecion 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).

Entity has no outstanding balance at this time.

Attachments

HCCID 9

Estimate

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/19/2012 08:01 AM
Purchasing Department	agarcia	04/25/2012 02:19 PM
Form Started By: Amanda Valdez		Started On: 04/18/2012 05:21 PM
Final Approval Date: 04/25/2012		

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 **HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

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

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 12, 2012**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided

by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

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

(D) Provide information for election officers;

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to

include fuel charge and mileage charge;

I. Fee for Voter Registration List(s) in CD format;

J. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

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

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

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

6.05 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Frank White
General Manager
Hidalgo and Cameron Counties Irrigation District No. 9
PO Box 237
Mercedes, TX 78570

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

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

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

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

SIGNED this _____ day of _____, 2012

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

HIDALGO AND CAMERON
COUNTIES IRRIGATION DISTRICT
NO. 9
ENTITY

BY: Frank J White

PRINT: MR. FRANK WHITE
TITLE: GENERAL MANAGER

ATTEST

BY: Judy Beall

PRINT: Judy BEALL

TITLE: OFFICE MANAGER

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: Hidalgo County Irrigation District #9	DATE: May 12, 2012		
6.01	**Programming Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Programmed Ballot	**$10.00**	0	$0.00
B	Audio Files 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**	4	$40.00
F	Election Media per Polling Location(s)	**$100.00**	2	$200.00
G	iVotronic Voting Machine(s)	**$150.00**	0	$0.00
G	ADA iVotronic Voting Machine(s)	**$150.00**	2	$300.00
H	Delivery/Pick-up Fee (includes Mileage)	**$250.00**	1	$250.00
I	Voter Registration List(s) (CD Format) for Mail-In-Ballot(s) Request	**$17.50**	0	$0.00
			Total iVotronic Programming Charges	**$1,260.00**
6.02	**Early Voting and Election Day Poll Book**	**Price**	**Quantity**	**Total**
	PDF CD File	**$17.50**	0	$0.00
			Total Poll Book Charges	**$0.00**
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**	**$1,260.00**
			Administrative Fees (10%)	**$126.00**
			ESTIMATE GRAND TOTAL	**$1,386.00**

NOTE: Not all supplies are inclusive

AI-31878 **Elections Administration** **11. B.**

CC REGULAR

Meeting Date: 05/01/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department:

Information

CAPTION

Discussion and/or action, including but not limited to Elections updates

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/12/2012 10:39 AM
Purchasing Department	agarcia	04/25/2012 02:19 PM
Form Started By: Monica Badillo		Started On: 04/12/2012
Final Approval Date: 04/25/2012		

AI-32033 **Head Start** **12. A.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Amendment to Priority Ranking for Selection

BACKGROUND

Policy Council Approval: 04.25.12

Fiscal Impact

Attachments

Priority Ranking

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/25/2012 04:45 PM
Purchasing Department	agarcia	04/27/2012 04:30 PM

Form Started By: Linda Galaviz Started On: 04/23/2012 04:29 PM

Final Approval Date: 04/27/2012

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: April 25, 2012

SUBJECT: Discussion/Approval of Amendment to Priority Ranking for Selection

RATIONALE/NEED: Proposed amendment would facilitate the Program in meeting the 10% enrollment quota of children with disabilities.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Memorandum and Revised Priority Raking for Selection

****

INITIATED BY: Irma E. Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

P.O. BOX 0117 * EDINBURG, TEXAS 78540-0117 * TEL: (956) 383-0706 * FAX: (956) 380-2588

MEMORANDUM

TO: **Teresa Flores, Executive Director**

FROM: **Irma Peña, LBSW – Family Services Director**

DATE: **April 17, 2012**

SUBJECT: **Recommendation to Amend Priority Rankings for Selection**

CC: **Hidalgo County Head Start Policy Council**
Edmundo Garcia & Nora Muñoz, Assistant Program Directors

After meeting with Ms. Connie Horta, Special Services Director and Assistant Directors, Mr. Garcia and Ms. Muñoz, I would like to recommend that an amendment be made to the Priority Rankings for Selection in Priority Ranking #3. Allowing the opportunity of children with disabilities whose family's income is within the 100% thru 130% of the poverty guidelines would facilitate the program in meeting the 10% enrollment quota of children with disabilities.

The highlighted area is the addition to the existing selection criteria:

"Children who are 3 or 4 years old of age who are **DISABLED**. ***Must be income eligible within the 100% poverty guidelines; or 100% thru 130% of the poverty guidelines.*** 10% of enrollment opportunities are available to children with disabilities. Once the program has met the 10% enrollment quota, children with disabilities and non-disabled children will compete equally based on need as described in Priority Rankings. **Ref: 1308.5(c)(4). "**

Thank you in advance for your thought and consideration to my recommendation.

Hidalgo County Head Start Program
Priority Rankings for Selection

Priority Ranking	*Selection Criteria*
1	Children who are 3 or 4 years of age of families who are **HOMELESS**. ***Must be income eligible within 100% poverty guidelines.***
2	**FOSTER** children who are 3 or 4 years of age who are under the guardianship of Child Protective Services (Child's income only) ***Must be income eligible within the 100% poverty guidelines.***
3	Children who are 3 or 4 years old of age who are **DISABLED**. ***Must be income eligible within the 100% poverty guidelines or the 100% thru 130% of the poverty guidelines.*** 10% of enrollment opportunities are available to children with disabilities. Once the program has met the 10% enrollment quota, children with disabilities and non-disabled children will compete equally based on need as described in Priority Rankings. **Ref: 1308.5(c)(4)**
4	Children who are 3 and 4 years of age of families that receive **TANF or SSI** benefits. ***Must be income eligible within the 100% poverty guidelines.*** **Ref: 1305.2(l) and OHS-PC-I-016.**
5	Children who are 3 and 4 years of age, whose **parent(s) are disabled or elderly (60+ yrs.)** ***Must be income eligible within the 100% poverty guidelines.***
6	Children who are 3 or 4 years of age of **single parents** who work full time, or are full time students or are in training for 30+ hours. ***Must be income eligible within the 100% poverty guidelines.***
7	Children who are 3 or 4 years of age of a **two parents household**, who both work full time, or full time students or are in training for 30+ hours. ***Must be income eligible within the 100% poverty guidelines.***
8	Children who are 3 or 4 years of age of **single parents** who are unemployed. ***Must be income eligible within the 100% poverty guidelines.***
9	Children who are 3 or 4 years of age of **two parents household** where one parent is employed, in school, or in training and the other is unemployed. ***Must be income eligible within the 100% poverty guidelines.***
10	Children who are 3 or 4 years of age to **two parent household**, where both parents are unemployed. ***Must be income eligible within the 100% poverty guidelines.***
11	Children who are 3 or 4 years of age whose ***families' income is between 100% thru 130% of the poverty guidelines.***

Grantee Board Approval: 2/28/2012
Policy Council Approval: 2/15/2012

AI-32032 **Head Start** **12. B.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Enter into the Best and Final Negotiated Contract with Dannenbaum Engineering Company, McAllen, LLC, in the Amount of $35,993.00 for Architectural Services for the Relocation of the Palmview I Head Start Building

BACKGROUND

Policy Council Approval: 04.25.12

Fiscal Impact

Attachments

Architectural Services
palmview I project
Project I relocation - revised
articles 14 &15

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/26/2012 07:56 AM
Purchasing Department	agarcia	04/27/2012 04:30 PM

Form Started By: Linda Galaviz Started On: 04/23/2012 03:59 PM

Final Approval Date: 04/27/2012

Hidalgo County Head Start Program
Policy Council Agenda

DATE: April 25, 2012

SUBJECT: Approval to Enter into the Best and Final Negotiated Contract with Dannenbaum Engineering Company - McAllen, LLC in the Amount of $35,993.00 for Architectural Services for relocation of the Palmview I Head Start building.

RATIONALE/NEED: The Palmveiw I Head Start building needs to be relocated. Dannenbaum Engineering Company - McAllen, LLC was the highest ranked firm by Commissioner's Court on 3/27/12.

RECOMMENDATION: Administration recommends approval.

COST: Head Start funds for this project are available.
Maintenance: Account 19-5156-20-20000-505

RELATED INFORMATION INCLUDED: AIA Contract

****

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

April 19, 2012

Ms. Teresa Flores, Program Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78503

Reference: ***"Hidalgo County Head Start Program ~ Building Repairs and Renovations"***

Subject: ***AIA Contract for ~ Relocate Existing Headstart Facility Palmview I***

Dear Ms. Flores:

Enclosed please find our proposed AIA – B101-2007 contract as referenced above for professional services to design and oversee construction for the relocation of the existing Palmview I building for the Hidalgo County Head Start Program. Please review our proposed contract and upon your approval, Dannenbaum respectfully requests you process the contract documents through the next Commissioner's Court Agenda.

The proposed cost of $35,993.00 includes the design and production of construction documents to facilitate the disassembly, moving, placement and reassembly of the building, and reconnection of utilities. Also included are bid phase and construction phase and close-out phase services. The proposed price does not include a paved parking lot or drives, storm water detention, landscape or irrigation. Any additional services desired are available at an additional negotiated cost.

We appreciate the opportunity to be of service to the Head Start Program. If you have any questions, please feel free to contact me at (956) 682-3677 or (832)771-4904.

Sincerely,

Louis H. Jones Jr., P.E.
President

Enclosures

cc: Richard D. Seitz, P.E.
Steve McGarraugh, AIA

EXHIBIT "D"

Contract Rate Schedule

Dannenbaum Engineering Company - McAllen, LLC

LABOR:

Job Description	Contract Rate** 2012	Contract Rate** 2013	Contract Rate** 2014
Engineering			
Principal	$388.49	$407.91	$428.31
Project Manager (VII)	$247.92	$260.32	$273.33
Sr. Engineer (V)	$214.85	$225.59	$236.87
Project Engineer (III) / (IV)	$141.97	$149.07	$156.52
Architect	$138.85	$145.79	$153.08
Engineer (I) / (II)	$114.63	$120.36	$126.38
Sr. Engineering Designer (III)	$98.52	$103.45	$108.62
Environmental Scientist	$97.71	$102.60	$107.73
Engineering Designer (I) / (II)	$84.68	$88.91	$93.36
CADD Operator (I) / (II)	$73.86	$77.55	$81.43
Secretary	$87.78	$92.17	$96.78
Surveying			
Reg. Public Land Surveyor	$193.98	$203.68	$213.86
Project Supervisor SIT	$161.75	$169.84	$178.33
Survey Technician	$126.64	$132.97	$139.62
Abstractor	$101.18	$106.24	$111.55
2-man Survey Crew	$166.84	$175.18	$183.94
3-man Survey Crew	$200.34	$210.36	$220.87
4-man Survey Crew	$247.25	$259.61	$272.59
Construction Representative	$89.58	$94.06	$98.76
Construction Manager	$116.59	$122.42	$128.54

NON-LABOR:***

Mileage	****
Car Rental	****
Lodging (in state)	****
Meals	****
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equipment	$475/day
Copies (8 1/2 x 11)	$.15/ea
Bond Plots	$0.90/sq.ft.
Color Plots	$1.90/sq.ft.
Mylar Plots	$1.90/sq.ft.

***These are ***These are the aniticpated non-labor rates to be used to negotiate purchase orders for spi orders for special or excluded services, and/or additional work; and may be re-negotiatec re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negol time of negotiation at the rates authorized by the Owner.

Dannenbaum Engineering Company - McAllen, LLC
Client: Hidalgo County Head Start Program
Project Name: Hidalgo County Head Start Program - Palmview I - Relocate
Project Number: 4689-01

EXHIBIT "D"
FEE BUDGET ESTIMATE
BASIC SERVICES - ARCHITECTURE AND ENGINEERING
HIDALGO COUNTY HEAD START PROGRAM - PALMVIEW I - RELOCATE
PRELIMINARY DESIGN / FINAL DESIGN / CPS

Prepared by: _____
Reviewed by: _____
Checked by: _____

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE QNTY	UNIT	MANHOURS PER TASK BY CLASSIFICATION: PRINCIPAL (VIII) $388.49	PROJECT MANAGER (VII) $247.92	SENIOR ENGR (V) $214.85	PROJ ENG (III) (IV) $141.97	ARCHITECT (VII) $138.85	ENGINEER (I) (II) $114.63	SR. ENG DGNR (III) $98.52	ENG DGNR (I)(II) $84.68	CADD OPER (I) (II) $73.86	SECTY $87.78	CONST MANANGER $116.59	CONST REP $89.58	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	PRELIMINARY DESIGN																
4200	**PROJECT MEETING AND COORDINATION**																
	INITIAL PROJECT MEETING AND COORDINATION							3								3	$416.55
	SUBTOTAL			0	0	0	0	3	0	0	0	0	0	0	0	3	$ 416.55
				$0.00	$0.00	$0.00	$0.00	$416.55	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
4210	**DATA GATHERING / DESIGN CRITIERIA**																
	COLLECT AND REVIEW COUNTY DATA/ SITE CONDITIONS							2								2	$277.70
	VISIT SITE WITH CLIENT REPRESENTATIVES							2								2	$277.70
	SUBTOTAL			0	0	0	0	4	0	0	0	0	0	0	0	4	$555.40
				$0.00	$0.00	$0.00	$0.00	$555.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
4220	**PRELIMINARY DESIGN**																
	DETERMINE PRELIM DESIGN							3								3	$416.55
	PRELIM QUANITY TAKEOFF AND OPINION OF COST						2	1					1			4	$510.57
	SUBTOTAL			0	0	0	2	4	0	0	0	0	1	0	0	7	$927.12
				$0.00	$0.00	$0.00	$283.94	$555.40	$0.00	$0.00	$0.00	$0.00	$87.78	$0.00	$0.00		
	TOTAL HOURS - PRELIM DESIGN			**0**	**0**	**0**	**2**	**11**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**14**	
	TOTAL COST - PRELIM DESIGN			**$0.00**	**$0.00**	**$0.00**	**$283.94**	**$1,527.35**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$87.78**	**$0.00**	**$0.00**		**$1,899.07**
	TOTAL COST - PRELIMINARY DESIGN																**$1,899.07**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	0.00%	14.29%	78.57%	0.00%	0.00%	0.00%	0.00%	7.14%	0.00%	0.00%	100.00%	
	FINAL DESIGN																
5020	**90% PLANS**																
	COVER SHEET							2				8				10	$868.58
	CIVIL SITE PLAN						4					20				24	$2,045.08
	FACILITY LAYOUT PLAN						6					16				22	$2,033.58
	DETAILS						3					12				15	$1,312.23
	SPECIFICATION FRONT END DOCUMENTS							6					2			8	$1,008.66
	SPECIFICATIONS						6									6	$851.82
	QA/QC					2	4									6	$997.58
	SUBTOTAL			0	0	2	23	8	0	0	0	56	2	0	0	91	$ 9,117.53
				$0.00	$0.00	$429.70	$3,265.31	$1,110.80	$0.00	$0.00	$0.00	$4,136.16	$175.56	$0.00	$0.00		
5030	**FINAL PLANS**																
	FINAL GENERAL PLAN SHEETS						2	1				4				7	$718.23
	FINAL DETAILS AND TYPICAL SECTIONS SHEETS						2	1				4				7	$718.23
	FINAL SPECIFICATIONS						1	1					2			4	$456.38
	QA/QC					1	2	1								4	$637.64
	SUBTOTAL			0	0	1	7	4	0	0	0	8	2	0	0	22	$ 2,530.48
				$0.00	$0.00	$214.85	$993.79	$555.40	$0.00	$0.00	$0.00	$590.88	$175.56	$0.00	$0.00		
	TOTAL HOURS - FINAL DESIGN			**0**	**0**	**3**	**30**	**12**	**0**	**0**	**0**	**64**	**4**	**0**	**0**	**113**	
	TOTAL COST - FINAL DESIGN			**$0.00**	**$0.00**	**$644.55**	**$4,259.10**	**$1,666.20**	**$0.00**	**$0.00**	**$0.00**	**$4,727.04**	**$351.12**	**$0.00**	**$0.00**		**$11,648.01**
	TOTAL COST - FINAL DESIGN																**$11,648.01**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	2.65%	26.55%	10.62%	0.00%	0.00%	0.00%	56.64%	3.54%	0.00%	0.00%	100.00%	

Dannenbaum Engineering Company - McAllen, LLC
Client: Hidalgo County Head Start Program
Project Name: Hidalgo County Head Start Program - Palmview I - Relocate
Project Number: 4689-01

FEE BUDGET ESTIMATE
BASIC SERVICES - ARCHITECTURE AND ENGINEERING
HIDALGO COUNTY HEAD START PROGRAM - PALMVIEW I - RELOCATE
PRELIMINARY DESIGN / FINAL DESIGN / CPS

Prepared by: _____
Reviewed by: _____
Checked by: _____

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE QNTY	UNIT	MANHOURS PER TASK BY CLASSIFICATION: PRINCIPAL (VIII) $388.49	PROJECT MANAGER (VII) $247.92	SENIOR ENGR (V) $214.85	PROJ ENG (III) (IV) $141.97	ARCHITECT (VII) $138.85	ENGINEER (I) (II) $114.63	SR. ENG DGNR (III) $98.52	ENG DGNR (I)(II) $84.68	CADD OPER (I) (II) $73.86	SECTY $87.78	CONST MANANGER $116.59	CONST REP $89.58	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	CONSTRUCTION PHASE																
5040	**BIDDING PHASE ENGINEERING**																
	COORDINATE P&S REPRODUCTION							1					2			3	$314.41
	BIDDING ASSISTANCE							2								2	$277.70
	BID OPENING							2					1			3	$365.48
	BID TABULATION							1								1	$138.85
	RECOMMENDATION OF AWARD							1					1			2	$226.63
	NOTICE OF AWARD							1					1			2	$226.63
	REVIEW AND ASSEMBLE CONTRACTS							2					2			4	$453.26
	SUBTOTAL			0	0	0	0	10	0	0	0	0	7	0	0	17	$2,002.96
				$0.00	$0.00	$0.00	$0.00	$1,388.50	$0.00	$0.00	$0.00	$0.00	$614.46	$0.00	$0.00		
5050	**CONSTRUCTION PHASE ENGINEERING**																
	NOTICE TO PROCEED												1	1		2	$204.37
	PRECONSTRUCTION CONFERENCE													3		3	$349.77
	SHOP DRAWING REVIEW (FOUR AT ONE HOUR EACH)													4		4	$466.36
	SITE VISITS (THREE AT TWO HOURS EACH)								6					6		12	$1,387.32
	INTERPRETATIONS AND CLARIFICATIONS (FOUR AT 0.50 HOURS)													2		2	$233.18
	MONTHLY CONTRACTOR'S ESTIMATE (THREE MONTHS AT 1 HR)													3		3	$349.77
	CHANGE ORDERS															0	$0.00
	SUBTOTAL			0	0	0	0	0	6	0	0	0	1	19	0	26	$ 2,990.77
				$0.00	$0.00	$0.00	$0.00	$0.00	$687.78	$0.00	$0.00	$0.00	$87.78	$2,215.21	$0.00		
5060	**COMPLETION AND CLOSEOUT**																
	FINAL INSPECTION								3				1	3		7	$781.44
	CONTRACTOR'S FINAL PAY ESTIMATE												1	2		3	$277.07
	CERTIFICATE OF COMPLETION												1	1		2	$204.37
	RECORD AS BUILT DRAWINGS											2		1		3	$264.31
	SUBTOTAL			0	0	0	0	0	3	0	0	2	3	7	0	15	$1,527.19
				$0.00	$0.00	$0.00	$0.00	$0.00	$343.89	$0.00	$0.00	$147.72	$219.45	$816.13	$0.00		
	TOTAL HOURS - CONSTRUCTION PHASE			**0**	**0**	**0**	**0**	**10**	**9**	**0**	**0**	**2**	**11**	**26**	**0**	**58**	
	TOTAL COST - CONSTRUCTION PHASE			**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,388.50**	**$1,031.67**	**$0.00**	**$0.00**	**$147.72**	**$921.69**	**$3,031.34**	**$0.00**		**$6,520.92**
	TOTAL COST - CONSTRUCTION PHASE																**$6,520.92**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	0.00%	0.00%	17.39%	15.65%	0.00%	0.00%	3.48%	18.26%	45.22%	0.00%	100.00%	
	TOTAL HOURS - PRELIM ENG / FINAL DESIGN			**0**	**0**	**3**	**32**	**33**	**9**	**0**	**0**	**66**	**16**	**26**	**0**	**185**	
	TOTAL COST - PRELIM ENG / FINAL DESIGN			**$0.00**	**$0.00**	**$644.55**	**$4,543.04**	**$4,582.05**	**$1,031.67**	**$0.00**	**$0.00**	**$4,874.76**	**$1,360.59**	**$3,031.34**	**$0.00**		**$20,068.00**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	1.63%	17.34%	17.89%	4.88%	0.00%	0.00%	35.77%	8.40%	14.09%	0.00%	100.00%	

DIRECT EXPENSES	NO.	UNIT	QUANTITY/UNIT		QUANTITY	UNIT PRICE	AMOUNT
PLOTTING - 11 X 17 PAPER PLOTS		SETS		PLOTS/SET	0	1.50	$ -
PLOTTING - 22 X 34 PAPER PLOTS		SETS		PLOTS/SET	0	6.00	$ -
PLOTTING - COLOR PLOTS		SETS		PLOTS/SET	0	10.00	$ -
MYLAR PLOTS - 11 X 17		SETS		PLOTS/SET	0	10.00	$ -
REPRODUCTION - 8.5 X 11 PAPER COPIES		SETS		COPIES/SET	0	0.12	$ -
REPRODUCTION - 11 X 17 PAPER COPIES		SETS		COPIES/SET	0	0.15	$ -
OVERNIGHT CARRIER COST		PKGS		EACH	0	30.00	$ -
AUTO EXPENSE (Mileage)		TRIPS		MI /TRIP	0	0.50	$ -
TOTAL DIRECT EXPENSES							**$ -**

*** Travel costs include airfare, hotel, car rental and per diem.**

8.40% % OF TIME FOR PRINCIPAL, PROJECT MANAGER, AND SECRETARY
91.60% % of Billable Time
100.00% Total Contract

PRELIMINARY DESIGN	$1,899.07
FINAL DESIGN	$11,648.01
CONSTRUCTION PHASE SVS	$6,520.92
OTHER DIIRECT EXPENSEES	$ -
SUBTOTAL	**$ 20,068.00**
SUBCONSULTANTS	
SURVEY OF EXISTING LAND AND UTILITIES	$ 2,500.00
MECHANICAL/ELECTRICAL/PLUMBING ENGINEERING	$ 3,500.00
STRUCTURAL ENGINEERING	$ 9,000.00
TAS ACCESSIBILITY REVIEW, FILING AND INSPECTION	$ 925.00
SUBTOTAL	**$ 15,925.00**
GRAND TOTAL	**$ 35,993.00**

DRAFT

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

For the following PROJECT:
(Name and location or address)
Palmview I-Relocation Project
Palmview, Texas

THE OWNER:
(Name, legal status and address)
County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539
(956)289-7850
as Grantee for
Hidalgo County Head Start Program
1901 West Highway 107
McAllen, Texas 78504

THE ARCHITECT:
(Name, legal status and address)
Steven L. McGarraugh, AIA
Dannebaum Engineering Company
1109 Nolana Loop
McAllen, Texas 78504

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

INDEX
(Numbers and Topics in Bold are Section Headings)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7.1, 14.1, 15.2
Addenda
1.1.1, 3.11.1
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.5**
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.10, 11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3.1, 7.1.2, 7.3.7, 7.4, 9.2.1, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4.1, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2
Architect's Additional Services and Expenses
2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.4.1, 3.1.3, 3.5.1, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5.1, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3.1, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7.1, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1, 9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3.1, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**
Claims for Additional Time
3.2.4, 3.7.46.1.1, 8.3.2, 10.3.2, **15.1.5**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Compliance with Laws
1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, The
1.1.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7.1, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1,
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Defective Work, Definition of
3.5.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2., 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3.1, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4.1, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3.1, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17.1, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4.1
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2, 11.4.1.4
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1, 11.4.1.5
Insurance Companies, Settlement with
11.4.10
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2, 13.6.1, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3.1, 3.2.2, 3.5.1, 3.12.10, 3.17.1, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2.1, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7.1, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7.1, 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Notice
2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7.1, 9.10, 10.2.2, 11.1.3, 11.4.6, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7.1, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1
Notice of Claims
3.7.4, 4.5, 10.2.8, **15.1.2**, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3.1, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3.1, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Loss of Use Insurance
11.3.3
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11.1, 3.17.1, 4.2.12, 5.3.1
Partial Occupancy or Use
9.6.6, **9.9**, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2.1, **9.3**, 9.4, 9.5, 9.6.3, 9.7.1, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 11.4.5, 12.3.1, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, **11.4**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 11.4.8, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, **11.4**
Permits, Fees, Notices and Compliance with Laws
2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of the
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.3**
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Rejection of Work
3.5.1, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.3, 2.4, 3.5.1, 3.7.4, 3.15.2, 4.2.6, 4.5, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, **13.4**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3.1, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 11.4.7, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of the
1.1.6
Specifications, The
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4, 11.4.1.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 11.4.7, 11.4.8, 14.1, 14.2.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.4.5, **11.3.7**
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5.1, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 11.4.9, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 4.4, 4.5, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 11.4.7, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5, 11.4.7, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.4.5, **11.3.7**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7.1
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

Written Interpretations
4.2.11, 4.2.12
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.4.6, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1

Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 11.4.9, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2



AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Paragraph 5.3 and 5.4 hereof, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Document, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents.

§ 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

§ 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

§ 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 **DELETED**.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

§ 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 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly notify the Architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions based on Subparagraph 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;

3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. . Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If the Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

§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 EliminationSystem (NPDES) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

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,and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 **DELETED**.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, the Hidalgo County Head Start Program, all elected officials, employees and agents of Owner and Hidalgo County Head Start Program or 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising our of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that they may be legal defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to Contractor. Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 **DELETED.**

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

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, provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an office of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion within the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor. .

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 DELETED.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project, as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	**Minimum Amounts and Limits**

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit

Commercial General Liability

Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 **Umbrella Excess Liability Insurance**

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article 11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises."

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

§ 11.3.3 LOSS OF USE INSURANCE
DELETED.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner=s representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner=s personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

§ 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 without regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents. .

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents**.**

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subparagraph 3.1.1 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

§ 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.

§ 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:35:59 on 08/11/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1682601336)

DRAFT

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the___ day of ____ in the year **2012**
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)
County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539
(956)289-7850
as Grantee for
Hidalgo County Head Start Program
1901 West Highway 107
McAllen, Texas 78504

and the Architect:
(Name, legal status, address and other information)
Steven L. McGarraugh, AIA
Dannebaum Engineering Company
1109 Nolana Loop
McAllen, Texas 78504

for the following Project:
(Name, location and detailed description)

Palmview I Relocation Project Palmview, Texas

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:28:20 on 06/26/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1701393010)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.) The Architect's scope includes providing plans and specifications to disassemble, move/relocate, reassemble the existing Palmview I Head Start Facility from its current location at 501 Palmview Commercial Drive in Palmview, to a new lot between Schurbach Road and Moorefield Road on Paula Street. The documents shall also include locating the building on the new site and connecting utilities. At the owners request parking, drives, walks, and storm drainage are not included within basic services for this contract. The architect shall also provide bidding assistance and limited construction phase services including meetings, observations, submittal review, RFI responses, change order preparation, final inspection and closeout documentation review. The architect will utilize the professional engineering services of Dannenbaum Engineering (Civil), Trinity MEP Engineering (Mech, Elect, Plumbing), and CLH Engineering, Inc. (Structural) Please see attached Exhibit D.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined at a later date by mutual written agreement.

.2 Substantial Completion date:
To be determined at a later day by mutual written agreement.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:28:20 on 06/26/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1701393010)

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate adjustments in schedule, compensation and Changes in Work in accordance with Section 3.6.5 and 4.

§ 1.4 This is a non-exclusive contract. Owner is not precluded from retaining the service of other architects.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 DELETED.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's Designated Representative is: (Steven L. McGarraugh, AIA)

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4.1 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluation of the Work.

§ 2.4.2 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the *requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall* reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

« $1,000,000 (See the attached Insurance Certificate) »

.2 Automobile Liability

« $1,000,000 (See the attached Insurance Certificate)»

.3 Workers' Compensation

« $1,000,000 (See the attached Insurance Certificate)»

.4 Professional Liability

«$2,000,000 / $4,000,000 (See the attached Insurance Certificate)»

§ 2.6 **ADDITIONAL BASIC SERVICES PROVIDED BY ARCHITECT**

§ 2.6.1 To the extent any existing facilities are present at the location of the Project, the Architect shall provide a review of such existing facilities, and shall make recommendations to Owner regarding the modification of such facilities which are necessary to complete the Project and to bring the existing facilities into compliance with applicable laws, codes, regulations and ordinances.

§ 2.6.2 The Architect shall be responsible for coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to any contractors, subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:28:20 on 06/26/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1701393010)

§ 2.6.3 The Architect shall assist the Owner in preparing any Project schedules or timelines and in monitoring the progress of Owner, Architect, and any consultants, contractors, subcontractors or other parties which may be responsible for completing the tasks designated in such schedules or timelines. Architect shall make recommendations to Owner regarding changes and updates in schedules or timelines, as well as any action required by Owner as result of any failure or any person to comply with schedules or timelines.
§2.6.4. The Architect shall provide a detailed cost estimate based on Construction Contract Documents. The estimate shall show a breakdown of the Project cost in accordance with Owner's requirements and procedures.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluations of the Work.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 In addition to the responsibilities and basic services indentified in Articles 2 and 3 respectively, the following services shall be the responsibility of the Architect without additional compensation:

§ 3.1.7.1 Schedule Development and Monitoring;
§ 3.1.7.2 Programming (in coordination with Owner);
§ 3.1.7.3 Civil Design
§ 3.1.7.4 Landscape Design
§ 3.1.7.5 On-Site Project Representation;
§ 3.1.7.6 Record Drawings (in coordination with Contractor);
§ 3.1.7.7 Structural Design;
§ 3.1.7.8 MEP Design;
§ 3.1.7.9 Architect (in coordination with Owner).

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:28:20 on 06/26/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1701393010)

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review and comply with laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner approved by the Owner in writing regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:28:20 on 06/26/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1701393010)

Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 At the award of construction contract, the Architect shall incorporate all addenda, bid clarifications, changes accepted, alternatives and open alternatives into a "For Construction" set of drawings at the Owner's request.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, if any, Specifications and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
.3 organizing and conducting a pre-bid conference for prospective bidders;
.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 DELETED.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, if any, Specifications and Drawings.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:28:20 on 06/26/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1701393010)

.2 organizing and participating in selection interviews with prospective contractors; and

.3 If requested by the Owner, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's written approval thereof.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction as modified by Owner and attached hereto as Exhibit "B". Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 3.6.1.2 The Architect shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the period of correction for the Work as described in the Contract for Construction.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect, as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Architect shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

§ 3.6.2.1.1 The Architect will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and Contractor of any observed deficiencies. Furthermore, job site meetings shall be held weekly or a the Owner's discretion. Attendees will include the Owner, the General Contractor's Project Manager, the General Contractor's Project Superintendent and the Architect. Said meetings will begin at the time of Construction commencement and shall cease after substantial completion of the Work

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:28:20 on 06/26/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1701393010)

fabricated, installed or completed. The Architect shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing with 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007 as modified by Owner and attached hereto as Exhibit "B ", the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

§ 3.6.2.7 The Architect and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate of Payment shall not be a representation that the Architect has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, as defined in Section 9.1 of the AIA A201-2007 attached hereto as Exhibit "B" and incorporated herein for all purposes.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:28:20 on 06/26/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1701393010)

cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified in accordance with Article 4. Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in Article 11 and at no additional cost to the Owner.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:28:20 on 06/26/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1701393010)

Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to make appropriate recommendations to the Owner.

§ 3.6.6.6 The Architect shall be responsible for a complete reevaluation of the Project during the eleventh (11th) month after Substantial Completion. Such services shall be furnished without additional charge except for travel and subsistence costs. Furthermore, the Architect shall report all deficiencies observed during said evaluation and shall be responsible for monitoring the correction of said deficiencies.

§ 3.6.6.7 **Warranty Phase-** The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of complete corrections. The one-year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The obligation under this paragraph 3.6.6.7 shall survive the acceptance of the Work under the Construction Contract.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services, except as indicated in Section 4.2 below, but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming	Architect	Section 4.2-Note 1
§ 4.1.2	Multiple preliminary designs	Architect	Section 4.2 –Note 1
§ 4.1.3	Measured drawings	Not Included	N/A
§ 4.1.4	Existing facilities surveys	Not Included	N/A
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Architect	Section 4.2-Note 1
§ 4.1.6	Building information modeling	Not Included	N/A
§ 4.1.7	Civil engineering	Architect	Section 4.2-Note 1
§ 4.1.8	Landscape design	Not Included	N/A
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Included	N/A
§ 4.1.10	Value Analysis (B204™–2007)	Not Included	N/A
§ 4.1.11	Detailed cost estimating	Architect	Section 4.2-Note 1
§ 4.1.12	On-site project representation	Architect	Section 4.2-Note 1

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:28:20 on 06/26/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1701393010)

§ 4.1.13	Conformed construction documents	Not Included	N/A
§ 4.1.14	As-Designed Record drawings	Architect	Section 4.2-Note 1
§ 4.1.15	As-Constructed Record drawings	Architect	Section 4.2-Note 1
§ 4.1.16	Post occupancy evaluation	Not Included	N/A
§ 4.1.17	Facility Support Services (B210™–2007)	Not Included	N/A
§ 4.1.18	Tenant-related services	Not Included	N/A
§ 4.1.19	Coordination of Owner's consultants	Not Included	N/A
§ 4.1.20	Telecommunications/data design	Not Included	N/A
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Included	N/A
§ 4.1.22	Commissioning (B211™–2007)	Not Included	N/A
§ 4.1.23	Extensive environmentally responsible design	Not Included	N/A
§ 4.1.24	LEED® Certification (B214™–2007)	Not Included	N/A
§ 4.1.25	Fast-track design services	Not Included	N/A
§ 4.1.26	Historic Preservation (B205™–2007)	Not Included	N/A
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Included	N/A

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Note 1: Notwithstanding the previous sentence in this Section 4.2 or Section 11.2 to the contrary, these services are included in Basic Services Fee as stated in Section 11.1, and in no event shall provision of these services by the Architect for the Owner cause the Owner to be liable to the Architect for any additional compensation in excess of the compensation listed in Section 11.1.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations; as defined in Section 1.1.7 of the AIA A201 – 2007 as modified by Owner attached hereto as Exhibit "B "and incorporated herein for all purposes;

.4 Preparing digital data for transmission to the Owner's consultants and contractors or to other Owner authorized recipients;

.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.7 Preparation for, and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding, except: (1) where the Architect is a party thereto and/or (2) special meetings of the Commissioners Court or Policy Council of Hidalgo County Head Start Program in which the subject Project is a topic of discussion.

.8 Consultation concerning replacement of Work resulting from fire or other cause during construction;

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:28:20 on 06/26/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1701393010)

§ 4.3.2 DELETED.

§ 4.3.3 DELETED.

§ 4.3.4 DELETED.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect the Architect's obligations hereunder, nor shall such failure relieve the Architect from any liability for failure to discover and correct any such fault, defect, error, omission or inconsistency.

§ 5.10 Except as otherwise provided in this Agreement, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:28:20 on 06/26/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1701393010)

Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 **DELETED.**

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly or at Owner's election, the Architect shall assist Owner at no expense to Owner, in revising the Project to meet Owner's budget requirements.

§ 6.4 DELETED

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at no additional fee to Owner make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:28:20 on 06/26/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1701393010)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect of this Project. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and the Architect may not use the drawings and specifications therefore for any purpose not related to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the Work or any earlier termination of this Agreement, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one complete set of reproducible record prints. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including, but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for purposes of completing, using and maintaining the Project.

§ 7.3.1 DELETED.

§ 7.4 DELETED.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 DELETED.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:28:20 on 06/26/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1701393010)

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, if agreed to by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. However, nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters in questions between the parties.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLES 8.2.4. – 8.3.4.3 **DELETED.**

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due

§ 9.7 DELETED.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction as modified by Owner and attached hereto as Exhibit "B".

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:28:20 on 06/26/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1701393010)

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.
§ 10.6 DELETED.

§ 10.7 DELETED.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 *For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)*

Fixed fee of Thirty-Five Thousand, Nine Hundred Ninety-Three and 00/100 DOLLARS ($35,993.00).

§ 11.2 For additional services specified in **Se**ction 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3 shall be the amount invoiced to the Architect plus «ten percent » (10%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase/Contract Admin.	Eighteen	percent (	18	%)
Project Close-Out/Warranty Phase	Two	percent (	2	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:28:20 on 06/26/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1701393010)

the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« See Exhibit "D"»

Employee or Category	Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES
§ 11.8.1 Reimbursable Expenses are in addition to compensation for the Architect's Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets with prior written approval from Owner;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project excluding five (5) copies of all Instruments of Service to be furnished to Owner;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery of Instruments of Service;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 DELETED.
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «.Ten Percent» (10%)the expenses incurred. (See Exhibit "D")

§ 11.**9 DELETED**

§ 11.10 PAYMENTS TO THE ARCHITECT
§ 11.10.1 An initial payment of «zero» ($ «0») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice to the Commissioners' Court of the Owner. Amounts unpaid «thirty » («30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)
«zero percent» «0 %»
§ 11.10.3 DELETED

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:28:20 on 06/26/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1701393010)

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement between Owner and Architect, as modified by the Owner.

.2 AIA Document A201™–2007, General Conditions of the Contract for Construction, as modified by the Owner and attached hereto as Exhibit "B".

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A - Articles 14 and 15, Additional Supplemental Conditions to the AIA Document B 101-2007, as modified by the Owner.
Exhibit B - 201 Terms and Conditions (as set forth in 13.2.2 above)
Exhibit C – Insurance Certificate
Exhibit D – Architect's Proposal & Rate Schedule

This Agreement entered into as of the day and year first written above.

OWNER	DANNENBAUM ENGINEERING COMPANY – MCALLEN, LLC
(Signature)	*(Signature)*
Ramon Garcia, County Judge	«Louis H. Jones, P.E.
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM:	ATTEST:
Atlas, Hall & Rodriguez, LLP	
By:	
(Signature)	*(Signature)*
Stephen L. Crain	Arturo Guajardo Jr., County Clerk
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM:	
Oxford & Gonzalez	
By:	
(Signature)	
Ricardo Gonzalez	
(Printed name and title)	

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 15:28:20 on 06/26/2009 under Order No.1000390431_1 which expires on 03/06/2010, and is not for resale.
User Notes: (1701393010)

HIDALGO COUNTY
ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE
AIA DOCUMENT B 101 – 2007

Standard Form of Agreement between Owner and Architect

ARTICLE 14

14.1 Requests for Payment. On of before noon of the first Monday of each month during the performance of the services, Architect shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Services rendered, a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the Owner's governing body meets approving such payment, the Owner shall make payment to Architect in the amount approved as aforesaid subject to Section 14.3, below.

14.2 Final Payment. After final completion of the work and acceptance thereof by Owner, Architect shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Architect and upon approval thereof by Owner, Owner shall pay to Architect the amount due ("Final Payment") under such Final Request in accordance with the provisions of 14.1.

The Final Request for Payment shall not be made until Architect delivers to Owner an affidavit that so far as Architect has knowledge or information all materials and services over which Architect has control have been paid.

14.3 Qualifications on Obligations to Pay. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 14 hereof or Final Payment) to Architect hereunder if any one or more of the following conditions precedent exist:

(1) Architect is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;

(2) Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;

(3) Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has made payment to Architect;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Services.

14.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Services to which such partial payment relates or relieves Architect of any of its obligations hereunder with respect thereto.

14.5 Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

14.6 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the Owner except those arising from (1) faulty or defective Services appearing after completion of the Work, (2) failure of the Services to comply with the requirements of this Agreement or the Contract documents or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Architect except those previously made in writing and identified by the Architect as unsettled at the time of the Final Request for Payment.

14.7 In the event of a conflict between the provisions of this Article 14, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 14 shall control.

ARTICLE 15 – OTHER CONDITIONS OR SERVICES

15.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's experience and abilities with respect to performing the Services. The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Architect covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with the Owner's requirements and procedures, in accordance with the American Institute of Architects' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Architect shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. Architect represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

15.2 The Architect represents, covenants and agrees that all of the Services to be

furnished by the Architect under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among architects of similar experience, knowledge, skill and ability engaged in architectural practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

15.3 The Architect represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Architect envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Architect having such special skills could anticipate may arise from the proper use of the Project after accepted by the Owner; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by the Owner; and, it recognizes that any management, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

15.4 Architect represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. Architect additionally represents, covenants and agrees to the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the Drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of Architect's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and the construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use. The Architect's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Drawings and Specifications nor shall the Architect be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Architect's skill and knowledge in preparing the Drawings and Specifications. Notwithstanding the immediately preceding sentence, Architect may rely on any documents or information forwarded by Owner pursuant to Article 2 hereof.

15.5 The Architect represents, covenants and agrees that the person directly in charge of the professional architectural work is duly registered under Tex. Rev. Civ. Stat. Ann., art. 249(a), as amended.

15.6 Indemnification. To the fullest extent permitted by applicable law, the Architect and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners Court, elected officials, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and

expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of the Services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Architect shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

15.7 Joint and Several Liability. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 4.6 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which Owner or any of the Indemnitees has by law.

15.8 Notwithstanding any provisions herein to the contrary, it is agreed that if the Architect's final written estimate of construction cost is less than the low bona fide bid for construction and such low bid is not accepted by the Owner, the Architect, at his expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to Owner.

15.9 The Owner agrees to give the Architect the latitude to make the required changes to plans and specifications to achieve the required reduction in construction cost; however, the Architect shall consult with the Owner on all necessary changes.

15.10 Architect covenants with Owner to obtain separate bids and/or contracts for the following phases of the construction of the Project:

.1 General Construction;
.2
.3
.4

15.11 The final written estimate of construction cost will be reviewed and approved by the governing body of Owner prior to authorizing the Architect to issue plans and specifications for bidding.

15.12 Architect agrees to maintain a General and Professional Liability Insurance Policy to cover the liability of Architect connected with the performance of the services or any service covered by this Agreement in an amount equal to or exceeding the value of the Project, unless specifically agreed to by the Owner in a separate written agreement. Any

such policy must either be for any occurrence as a result of that performance or, if limited to claims made, include at least a five (5) year extended reporting period. Architect agrees to furnish Owner Certificates of Insurance showing the said Policy to be fully paid, in full force and effect, and not subject to modification or change for the period specified in this Agreement.

15.13 In the event of a conflict between the provisions of this Article 15, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 15 shall control.

AI-32031 **Head Start** **12. C.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and the University of Texas Pan American

BACKGROUND

Policy Council Approval: 04.25.12

Fiscal Impact

Attachments

MOU w UTPA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/25/2012 04:48 PM
Purchasing Department	agarcia	04/27/2012 04:30 PM
Form Started By: Linda Galaviz		Started On: 04/23/2012 03:57 PM
Final Approval Date: 04/27/2012		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: April 25, 2012

SUBJECT: Discussion/ Approval of Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and the University of Texas Pan American

RATIONALE/NEED: Memorandum of Understanding (MOU) is needed to continue providing Head Start services to children of the community.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost for the use of classrooms.

RELATED INFORMATION INCLUDED: Memorandum of Understanding and Memo

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540-0117 ♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

To: Edmundo Garcia, Assistant Program Director

From: Ambrosio Tovar, Procurement Director

Date: April 11, 2012

Sub: Renewal of UTPA Memorandum of Understanding

We are submitting the UTPA Memorandum of Understanding (MOU) for approval for the next school year (2012-2013). The current MOU will expire on June 30, 2012.

If approved, this will be the fourth year that HCHSP would be in partnership with the University of Texas- Pan American. This MOU is the same format that was approved by Mr. Steve Crain, from Atlas & Hall.

Should you have any questions please let me know.

Thank you.

MEMORANDUM OF UNDERSTANDING
Between
Hidalgo County Head Start Program and
The University of Texas-Pan American
2012 – 2013

WHEREAS, the County of Hidalgo Acting by and through the Hidalgo County Head Start Program ("Head Start"), a governmental entity, desires to provide a Head Start Program for children ages 3 and 4 years old at The University of Texas-Pan American campus, hereinafter referred to as "University".

WHEREAS, the University desires to provide facilities for Head Start to provide its services to qualified children of the service area,

NOW THEREFORE, The University and Head Start agree as follows:

1. Classes

Head Start agrees to provide all personnel, supplies and equipment, during regular Head Start hours, in order to provide child development and daycare services for qualified children of the service area (the "Services"). Head Start will operate between the hours of 7:30 a.m. and 5:30 p.m. as needed in facilities provided and designated by the University at College of Education Model Lab Center. The University will designate two (2) classrooms located in the College of Education, a kitchen area for food preparation, and office space (the "Facility"); a minimum of three (3) reserved parking spaces for parents and a playground area to be used by the Head Start Program for a program defined above will also be provided.

2. Term

The term of this Memorandum of Understanding is for one (1) year commencing August 1, 2012 and terminating July 31, 2013.

3. Facilities

The University hereby agrees to provide two (2) classrooms located in the College of Education ("COE"), a kitchen area for food preparation, office space, a minimum of three (3) reserved parking spaces for parents, and a playground area on a year round basis for Head Start to conduct its Early Childhood Development Program. Head Start agrees to pay for utilities, including but not limited to, lighting, heating, ventilation, air conditioning, water and general custodial services reasonably required to provide services. Utility cost will be prorated by the parties based on the square footage occupied by Head Start. Head Start will also pay for all expenses associated with the maintenance of the Facility and seven (7) parking passes for the Head Start staff. Head Start shall coordinate all programs and schedules with the assigned Liaison of the University. Head Start assumes responsibility and liability arising from, associated with or in any way connected to the storage of all property of Head Start on the premises of the University. In connection therewith and not in any way

limiting the foregoing, Head Start expressly assumes all liability and responsibility for theft or damages to property of Head Start located on the premises of the University.

4. Insurance

At all times during the term of this Memorandum of Understanding, Head Start shall maintain in place a commercial general liability insurance policy insuring its property against bodily injury and property damage claims brought in connection with this MOU. Head Start agrees to carry insurance in the amounts shown below. Head Start will furnish the University with certificates of insurance covering all required policies.

- Workers Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than $1,000,000:

Employers Liability - Each Accident	$1,000,000
Employers Liability - Each Employee	$1,000,000
Employers Liability - Policy Limit	$1,000,000

- Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	$1,000,000
Damage to Rented Premises	$ 100,000
Medical Expenses (any one person)	$ 10,000
Personal & Advertising Injury	$1,000,000

- Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Combined Single Limit Bodily Injury and Property Damage;

Insurance policies, with the exception of Workers' Compensation and Employer's Liability, will be endorsed and name University as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of University. All policies with the exception of Workers' Compensation and Employer's Liability will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days' unconditional written notice to University.

5. Indemnification

TO THE EXTENT ALLOWED BY LAW, HEAD START WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THE UNIVERSITY OF TEXAS SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM HEAD START'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF HEAD START, ANYONE DIRECTLY EMPLOYED BY HEAD START OR ANYONE FOR WHOSE ACTS HEAD START MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

TO THE EXTENT ALLOWED BY LAW, UNIVERSITY WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY HEAD START, AND HOLD HARMLESS HEAD START AND THE COUNTY, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM UNIVERSITY'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF UNIVERSITY, ANYONE DIRECTLY EMPLOYED BY THE UNIVERSITY OR ANYONE FOR WHOSE ACTS THE UNIVERSITY MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

6. Other

The University agrees to collaborate with Head Start through community service projects such as: Week of the Young Child, dia del libro, adopt a child, holiday events, etc. The COE agrees to identify courses that will participate in Head Start Model Lab Center to include: Early childhood Education, Bilingual Education and Special Education. Head Start agrees to allow the University to use the Head Start classrooms as a site for research involving young children by designated faculty with appropriate IRB forms. Head Start agrees to allow the University to use the Head Start classrooms to provide field experiences to students at the COE studying child development and the teaching and learning process (observations, activities, lessons, etc.). Head Start agrees to allow University faculty to model appropriate lessons based on young children's developmental needs and interests in areas such as early language and literacy skills, dual language development, math concepts, exploring science and nature, social and emotional skills, utilizing a philosophy of active learning through play that will contribute to their success in later schooling. Head Start will request

permission from Head Start parents whose children are participating in the COE Head Start Model Lab Center to be part of the naturalistic observation which takes place daily. The observation will be done through the one-way view windows in classrooms 1.404 and 1.406.

7. Termination

The University and Head Start shall have the right to cancel this Memorandum of Understanding for any reason upon thirty (30) day notice. Any notice of termination must be in writing and sent by certified mail no less than thirty (30) days before the effective date of such termination as follows:

If to University: The University of Texas-Pan American
1201 W. University Dr.
Edinburg, TX 78539
Attention: Martin Baylor
Vice-President for Business Affairs

with copy to: The University of Texas-Pan American
1201 W. University Dr.
Edinburg, TX 78539
Attention: Norma Dryer
Director of Materials Management

If to Head Start: Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, TX 78540
Attention: Teresa Flores
Executive Director

8. Standards of Performance; Applicable Laws

Notwithstanding anything to the contrary contained in this Memorandum of Understanding, Head Start agrees and acknowledges that University is entering into this Memorandum of Understanding in reliance on Head Start's special and unique knowledge and abilities with respect to the operation and management of the Services. Head Start accepts the relationship of trust and confidence established between it and University by this Memorandum of Understanding. Head Start will use its best efforts, skill, judgment, and abilities to perform the Services and to further the interests of University in accordance with University's requirements and procedures, in accordance with the highest standards of Head Start's profession or business and in compliance with all applicable national, federal, state, and municipal, laws, regulations, codes, ordinances and orders.

9. Limited Access; Facility License

Head Start, its employees, representatives, agents, and subcontractors, will have the right to use and access only the Facility to perform the Services and will have no right to use or access any other University facilities. University will permit Head Start to use the Facility in accordance with the license contained in this Section. University licenses the Facility in its current, "as is" condition to Head Start for use by Head Start and its employees, representatives, agents, and subcontractors in the performance of the Services and for no other purpose. This is a non-exclusive license to use the Facility. University may enter the Facility at any time for any reason. No unlawful activities will be permitted in the use of the Facility. Head Start will comply with all Applicable Laws in connection with the use of the Facility. Head Start will cause all of its employees, representatives, agents, and subcontractors to observe and comply with all Applicable Laws.

Head Start will not modify, alter or repair the Facility or any other University facilities without the prior written approval of University and with project management of renovations by University.

Head Start will not harm the Facility or make any use of the Facility that is offensive as determined by University. Upon expiration or termination of this Memorandum of Understanding for any reason, Head Start will remove Head Start Owned Equipment and other effects, repair any damage caused by the removal, and peaceably deliver up the Facility in clean condition and in good order, repair and condition, ordinary wear and tear excepted. Any personal property of Head Start not removed within two (2) days following the termination will be deemed abandoned by Head Start and University may dispose of the property in any manner it chooses, with no liability or reimbursement obligation to Head Start.

Head Start will not suffer any mechanic's lien to be filed against the Facility or the adjoining facilities by reason of any work, labor, services, or materials performed at or furnished to the Facility for Head Start. Nothing in this Memorandum of Understanding will be construed as the consent of University to subject University's estate in the Facility or adjoining facilities to any lien.

The Facility is sufficiently equipped for Head Start to provide the Services in accordance with the terms and conditions of this Memorandum of Understanding.

Date:_____

By:_____
Martin Baylor, VP for Bus Affairs
The University of Texas-Pan American

Date: _____

By: _____
Honorable Ramon Garcia
Hidalgo County Judge

OXFORD & GONZALEZ

Date: _____

By: _____
Ricardo Gonzalez

By: _____
Teresa Flores, Executive Director
Hidalgo County Head Start Program

ATLAS & HALL

By: _____
Stephen L. Crain

By: _____
Arturo Guajardo, Jr.
Hidalgo -County Clerk

Approved by Policy Council:
Approved by Commissioner' Court:

AI-32030 **Head Start** **12. D.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Advertise and Approval of Draft Specifications for the Following:
1. Air Conditioning Maintenance & Repair
2. Plumbing Repair

BACKGROUND

Policy Council Approval: 04.25.12

Fiscal Impact

Attachments

Air Conditioning/Plumbing Repairs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/26/2012 07:56 AM
Purchasing Department	agarcia	04/27/2012 04:30 PM
Form Started By: Linda Galaviz		Started On: 04/23/2012 03:53 PM
Final Approval Date: 04/27/2012		

Bid No: 2012-019-05-31 Air Conditioning Maintenance and Repair	Procurement Director: Ambrosio Tovar	Tel. No: (956) 380-4149

REQUEST FOR BIDS

Hidalgo County Head Start Program
McAllen, Texas

AIR CONDITIONING MAINTENANCE & REPAIR BID #2012-019-05-31
FOR
HIDALGO COUNTY HEAD START PROGRAM

May 1, 2012

Contact Person:

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

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY HEAD START PROGRAM
"AIR CONDITIONING MAINTENANCE & REPAIR BID #2012-019-05-31
for Hidalgo County Head Start Program

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 6 pages.
3. Specifications, Exhibit A, consisting of 4 pages.
4. Hidalgo County Head Start Program & Center Roster Exhibit B consisting of 1 page.
5. Insurance Requirements, Exhibit C, consisting of 2 pages.
6. Conflict of Interest Questionnaire, Exhibit D, consisting of 2 pages.
7. Proposer's Affidavit, consisting of 1 pages.
8. Project Requirements Acknowledgment / Bid Page consisting of 2 Page
9. Bidder/Vendor Application, consisting of 1 page.
10. Historically Underutilized Business (HUB) Declaration, consisting of 1 page.
11. Certification Regarding Debarment, Suspension consisting of 1 page.
12. Bid Tabulation Sheet consisting of 1 page.
13. Draft Contract consisting of 6 pages.
14. W-9 Form (Request for Taxpayer ID) consisting of 1 page.

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 Procurement Department by calling (956) 380-4149, to advise of missing documentation, and Procurement will forward information either through facsimile or by U.S. Mail.

Thank you.

May 1, 2012

_____
Ambrosio Tovar, Procurement Director

May 1, 2012

Re: **HIDALGO COUNTY HEAD START PROGRAM**

Request for Bids - "AIR CONDITIONING MAINTENANCE & REPAIR"
FOR HIDALGO COUNTY HEAD START PROGRAM

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for you review and consideration.

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

If any further assistance is required, please do not hesitate to call the Procurement Department 956-380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed bids will be received for **"AIR CONDITIONING MAINTENANCE & REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidders guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and three (3) copies of bid are required with 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 enveloped and/or package, **"BID- AIR CONDITIONING MAINTENANCE & REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m., on THURSDAY MAY 31, 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.** Hidalgo County Reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered he best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for miss-sent or misplaced bids.

3. Hidalgo County Head Start Program 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.

   One or more venders may be designated as approved A Primary and/or A Secondary vendors for purchases for this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s)

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and change the increase in price, if any, and coast of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL)

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

   Failure to 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. The County may purchase n the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work to be performed at a Hidalgo County Head Start Program 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 Head Start Program. 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. NO price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Hidalgo County Head Start Program Director or 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. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., Hidalgo County Head Start Program Prepaid.

12. Hidalgo County Head Start Program 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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

13. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start 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 Hidalgo County Head Start which is payable out of funds beyond the current fiscal year. Purchases orders shall be generated by the Hidalgo County Head Start to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. Hidalgo County Head Start will not be held responsible for nay orders placed/delivered without a valid, signed purchase order.

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 Head Start Finance Department in order to establish an account with the Head Start Program. All awarded vendors must submit a complete W-9 and a copy of their Federal ID Number Certificate.

15. POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- Deliveries shall be accepted between 8:00 AM and 4:30 PM, Monday-Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.

. At least seventy tow (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted, unless other delivery arrangements have been made.

Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.

At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate departments(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep he County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the Head Start Program reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.

The Head Start Program reserves the right to pick up orders during emergency situations.

If you need additional information contact information will be provided upon contract award.

16. BILLING AND PAYMENT INSTRUCTIONS:
All vendors doing business with the Head Start Program must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included fro your use and is to be submitted with your bid, if not on file.

Invoices must include:
a) Name and address of successful bidder
b) Name and address of receiving department or official (signed delivery tickets)
c) Purchase Order Number (if any)
d) Notation- "HIDALGO COUNTY HEAD START PROGRAM"
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery.
The following documentation must be included:

a) Certificate of Origin (signed title, if used vehicle purchase)
b) Application for Texas Certificate Of Title (Form 130-U)
c) Odometer Disclosure Statement

Discount payment will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by Hidalgo County Head Start Program. The Hidalgo County Head Start Program reserves the right to negotiate the price of any product listed in the catalog when large quantities are requested by a user department.

Contract person for Billing and Payment questions:

Attn: Hidalgo County Head Start Program
Elma Keller Finance Department
1901 W. State Hwy 107
McAllen, TX. 78504
(956) 383-0706

17. Schedule of Events

Bid Opening, 2:00 P.M.	MAY 31, 2012
Project Award of Contract or Issuance of Purchase Order	_____
Project Commence Work or Deliver Products	_____

18. Ethical Standards:

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

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Head Start Program (At the County) to disclose in the Conflict of Interest Questionnaire (the ACIQ) attached as Exhibit D, the vendor, person, consultant or contractors affiliation or business relationship that might cause a conflict of interest with the Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County Head Start Program for the sale or purchase of property, goods, or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code 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 Head Start Program office located at 1901 W. State Hwy 107 McAllen, TX 7804 – Head Start Program

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services. Vendor must provide, at no cost, at lease one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements are in addition to the MSDS requirement. All items must meet all applicable OSKA standards and regulations and all electrical items must bear the appropriate listing form UL, FMRC, or NEMA.

20. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified

time period. 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.

21. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful 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.

22. 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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.

23. 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.

24. 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 Head Start Program, Texas.

25. 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 Hidalgo County Head Start Program.

"AIR CONDITIONING MAINTENANCE & REPAIR BID #2012-019-05-31
FOR HIDALGO COUNTY HEAD START PROGRAM

May 1, 2012

To: Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504

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 Head Start Program 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 Head Start Program 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:_____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY HEAD START PROGRAM

SPECIFICATIONS FOR AIR CONDITIONING MAINTENANCE & REPAIR

BID #2012-019-05-31

OBJECTIVE:

The objective of this contract is to provide full service for all **"AIR CONDITIONING MAINTENANCE & REPAIR"** for Hidalgo County Head Start Program at the facilities listed herein and to include emergency service call to keep the equipment useable and operable. Work performed shall be in accordance with manufacturer's standards. Contractor understands and agrees that this is a **"LABOR AND COST OVER PARTS"** contract and that he will supply all equipment and parts which furnish all labor, parts, materials and supplies necessary to complete this contract.

SITE VISIT:

Bidders must examine air conditioning systems to ensure they are functioning properly and are in good condition. Bidder shall not be relieved of responsibility for properly estimating cost of serviced required, or condition of existing equipment, because of his failure to investigate and inspect the equipment. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

SPECIFICATIONS – GENERAL:

The following specifications apply to this contract:
Any job orders which are estimated to exceed $1,000.00 must be approved by the Field Operations Director prior to being performed.

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. **Center Location**
2. **Date**
3. **Description of Repair(s) being performed**
4. **Labors Price**
5. **Serial Number of unit which was worked on**
6. **Parts – Price**
7. **Parts Mark-up Price**
8. **Purchase Order**
9. **Confirmation Signature form Center Director**

LETTERS OF RECOMMENDATION:

Must submit three Letter's of Recommendation (example: schools, cafeterias, day cares, or other Governmental Entities) on services provided to any of the Entities mentioned above. Letters must be included in bid package. (Original letters only)(No copies will be accepted).

EQUIPMENT:

Attached is a list of Centers locations where the equipment will be serviced under this contract.

SEE ATTACHED LIST (Exhibit B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

- The following work is required on an as needed basis:
  - Cleaning all components, removing dust, old lubricants or contaminants to allow equipment to function as designed.
  - Overhaul equipment and devices not in proper working order.
  - Replace equipment, devices, system, compressors, or components not in proper working order.
  - Company to provide the required preventive maintenance to reduce shipments of repairs utilizing this "Emergency Repair" delivery service.
  - Will require repairs on central air conditioners units with heating systems.
- Parts requiring replacement shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.
- Steam cleaning of fan and coil units is not routine service. Cleaning shall be conducted outside normal operating hours to prevent building temperature extremes and inconvenience to building occupants. Cleaning shall be coordinated with the Field Operation Coordinator or designated department head. (Upon Request)

Please list which certificates rating your company currently holds for Air Conditioning and/or Refrigeration: **PLEASE PROVIDE COPY OF LICENSE.**

1) Master
2) Journeymen
3) Apprentice

CERTIFICATE: A 0- Unlimited occurred Tons

Yes_____ No_____

CERTIFICATE: B 0-25 Tons

Yes_____ No_____

EMERGENCY CALLS:

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.
(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.
(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. This additional number is not to be used unless there has been no response to emergency calls within (2) hours.
(d) Emergency service requests may only be made by the Field Operations Coordinator or designated representatives; a copy of such listing shall be provided to vendor.

ACCESS TO BUILDINGS:

Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hours points of access, and other information necessary to insure optimum convenience to all concerned.

(a) The facilities are located at:
SEE ATTACHED LISTS OF HIDALGO COUNTY START PROGRAM CENTER LOCATIONS

(b) All keys given to Contractor must be returned within forty-eight hours (48).

GRACE PERIOD OPTION:

Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) day(s) Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

INSPECTION AND ACCEPTANCE:

The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program the performance site.

TERM:

The initial term of these contracts will be for one (1) year from date of award. The Hidalgo County Head Start Program may terminate the contracts upon ninety (90) days advance written notice to Contractors.

SUBCONTRACTING:

The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:
(a) The vendor awarded the contract shall present evidence that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.

(b) Interested vendors must have the capabilities to address two or more repairs (jobs) at one time.

NEW SITES: The contracts will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

AWARD: Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

INSURANCE: Comprehensive General Liability - Coverage shall be written on an occurrence basis. Hidalgo County Head Start Program to be additional insured on General and Pollution Liability. Coverage shall provide against the following risks:

a. Board Form Property Damage
b. Independent Contractors
c. XCU Hazards (explosion, collapse, and underground damage)
d. Contractual Liability (arising from indemnity agreement in contract)
e. Completed Operations
f. Premises & Operations
g. Pollution - $ 500,000 Per Occurrence
$1,000,000 Aggregate

Comprehensive General Liability coverage shall be combined single limit for bodily injury and property damage and shall be written for the following limits:

$500, 000 - General Aggregate Limit
$500, 000 - Products - Completed
Operations Aggregate Limit
$500, 000 - Personal and Advertising Injury Limit
$500, 000 - Each Occurrence Limit
$500, 000 - Fire Damage Limit
$ 5, 000 - Medical Expense Limit (Any one person)

Commercial catastrophe (Umbrella) Liability shall be written for the following limits:

$500,000 - Each occurrence for Bodily Injury and Property Damage
$500,000 - Annual Aggregate

OCP - Owner's and Contractor's Protective Liability shall be written for the following limits:

$500,000 - Each occurrence for Bodily Injury and Property Damage
$500,000 - Annual Aggregate

Comprehensive Automobile Liability shall be written for all owned vehicle, non-ownership liability and hired vehicle and shall be written for the following limits:

$500,000 - Each occurrence for Bodily Injury and Property Damage

Worker's Compensation - Texas Statutory Limit

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "B"

CENTER DIRECTORY

ALAMO H/S CENTER
C.M.: *JUAN R. NAVEJA*
303 South 7th
Alamo, TX 78516
Phone #: 787-4318
Fax #: 283-0573

ALTON H/S CENTER
C.M.: *SIMONA PENA*
202 W. Dawes Ave.
Alton, TX 78572
Phone #: 581-8854
Fax #: 583-6016

DONNA I H/S CENTER
CM: *MARIA H NAJERA*
1402 Silver Ave.
Donna, TX 78537
Phone #: 464-2443
Fax #: 464-5373

DONNA II H/S CENTER
CM: *NINFA MUNGUIA*
1715 Miller Ave.
Donna, TX 78537
Phone #: 464-2561
Fax #: 461-3830

DONNA IV H/S CENTER
C.M: *NINFA MUNGUIA*
202 West South Avenue
Donna, TX 78537
Phone #: 461-2699
Fax #: 461-3245

EDCOUCH H/S CENTER
C.M: *ALEJANDRA PEREZ*
W. Hwy 107 & Mile 4 N.
Edcouch, TX 78538
Phone #: 262-4552
Fax #: 262-7527

EDINBURG I H/S CENTER
C.M: *MARIA SALINAS*
225 South 25th St.
Edinburg, TX 78539
Phone #: 383-3922/383-0931
Fax #: 383-0823

EDINBURG II H/S CENTER
C.M.: *MARIA D. GUTIERREZ*
1200 North 1st St.
Edinburg, TX 78539
Phone #: 380-1088/289-1966
Fax #: 287-9321

EDINBURG III H/S CENTER
C.M : *MARIA SALINAS*
3817 South I Rd.
Edinburg, TX 78539
Phone #: 383-7041
Fax #: 383-7370

EDINBURG IV H/S CENTER
C.M.: *ESTEFANA BARCO*
3215 Richardson Rd.
Edinburg, TX 78539
Phone #: 383-4730
Fax #: 316-0432

EDINBURG V H/S CENTER
C.M.: *ANA VILLARRUTIA*
3500 E. F.M. 2812
Edinburg, TX 78539
Phone #: 383-0665
Fax: 383-2760

ELSA H/S CENTER
C.M.: *ALICIA BECERRA*
700 Northwest Hidalgo
Elsa, TX 78543
Phone #: 262-4542
Fax #: 262-3644

HIDALGO H/S CENTER
C.M.: *MARIO RENDON*
607 South 5th St.
Hidalgo, TX 78557
Phone #: 843-8361/843-6321
Fax #: 843-6739

LA HERENCIA H/S CENTER
C.M.: *OLGA RUBIO*
RR 3 Box 3059
Mercedes, TX 78570
Phone #: 514-4828
Fax #: 514-4917

LA JOYA H/S CENTER
C.M.: *MARISSA GUERRA*
105 E. 5th & Leo Ave.
La Joya, TX 78560
Phone #: 581-2022-581-1372
Fax #: 584-7298

LAS MILPAS I H/S CENTER
C.M.: *VIRGINIA MONTANEZ*
714 Zapata Ave.
Pharr, TX 78577
Phone #: 783-1723
Fax #: 781-2696

LAS MILPAS II H/S CENTER
C.M.: *VERONICA ZAMORA*
901 E. Thomas
Pharr, TX 78577
Phone #: 787-6525 /781-6309
Fax #: 787-6431

MCALLEN II H/S CENTER
C.M.: *MARTHA DE LEON*
1001 S. 16TH
McAllen, TX 78501
Phone #: 631-4240 /630-9876
Fax #: 682-5709

MCALLEN IV H/S CENTER
C.M.: *IMELDA VELA*
3900 South Ware Road
McAllen, TX 78501
Phone #: 618-3797 /687-3665
Fax #: 618-1256

MCALLEN V H/S CENTER
C.M.: *LUDIVINA ALMAGUER*
1200 North 25th St.
McAllen, TX 78501
Phone #: 928-1396
Fax #: 994-8292

MCALLEN VI H/S CENTER
C.M.: *LETICIA RODRIGUEZ*
2601 Sarah Avenue
McAllen, TX 78502
Phone #: 683-8166 /683-0492
Fax #: 683-1966

VINE TERRACE H/S CENTER
C.M.: *LUDIVINA ALMAGUER*
2220 (B) North 27th St.
McAllen, TX 78501
Phone #: 687-9437
Fax #: 630-4707

MERCEDES I H/S CENTER
C.M.: *LUISA BARRERA*
1100 W. Expressway 83
Mercedes, TX 78570
Phone #: 565-5062
Fax #: 514-1163

MERCEDES II H/S CENTER
C.M.: *OLGA RUBIO*
3601 East Mile 8 North
Weslaco, TX 78596
Phone #: 514-5492
Fax #: 514-1247

MISSION I H/S CENTER
C.M.: *ZORAIDA GARCIA*
115 Mayberry
Mission, TX 78572
Phone #: 581-2031
Fax #: 585-7802

MISSION II H/S CENTER
C.M.: *ESTELLA GONZALEZ*
1105 East 8th St.
Mission, TX 78572
Phone #: 581-3635
Fax #: 583-6218

MISSION III H/S CENTER
C.M.: *DIANA MIRELES*
3401 N. May berry
Mission, TX 78572
Phone #: 580-9709
Fax #: 581-3252

MISSION IV H/S CENTER
C.M.: *DIANA ANZALDUA*
301 South Inspiration
Mission, TX 78574
Phone #: 581-6409 /581-6453
Fax #: 581-1835

MONTE ALTO H/S CENTER
C.M.: *ALICIA BECERRA*
25249 1st Street
Monte Alto, TX 78538
Phone #: 262-4591
Fax #: 262-9229

PALMVIEW I H/S CENTER
C.M.: *CYNTHIA GONZALEZ*
501 Palmview Commercial Dr.
Palmview, TX 78572
Phone #: 580-1394/580-6965
Fax #: 519-7373

PALMVIEW II H/S CENTER
C.M.: *LEONOR RUIZ*
618 Breyfogle Rd.
Mission, TX 78572
Phone #: 583-4435 /583-4413
Fax #: 584-3178

PALMVIEW III H/S CENTER
C.M: *ANA CEDILLO*
1208 Paula Dr. (Rear)
Mission, TX 78572
Phone #: 584-3860
Fax #: 584-3857

PHARR H/S CENTER
C.M.: *MARIZA GARCIA*
415 E. Clark
Pharr, TX 78577
Phone #: 781-0116 /283-7827
Fax #: 787-4750

PROGRESO H/S CENTER
C.M.: *MARICELA INFANTE*
109 W. Palm Ave
Progresso, TX 78579
Phone #: 565-0107
Fax #: 514-0317

SAN CARLOS H/S CENTER
C.M.: *IRMA GONZALEZ*
134 North 86
San Carlos, TX 78539
Phone #: 381-9119
Fax #: 381-9307

SAN JUAN I H/S CENTER
C.M.: *VERONICA GARCIA*
200 North Cougar
San Juan, TX 78589
Phone #: 787-4358
Fax #: 787-8265

SAN JUAN II H/S CENTER
C.M.: *NORMA DONAVA*
601 Earling Rd.
San Juan, TX 78589
Phone #: 782-1056/ 781-7486
Fax #: 781-9022

SULLIVAN CITY H/S CENTER
C.M.: *MIRTA TRIGO*
379 E. Expressway 83
Sullivan City, TX 78595
Phone #: 485-2996
Fax #: 485-9597

UTPA H/S CENTER
C.M.: *MARIA D. GUTIERREZ*
1201 W. University Dr.
College of Ed. , Rm 1.410 & 1.408
Edinburg, TX 78539
Phone #: 665-2465
Fax #: 665-2466

WESLACO I H/S CENTER
C.M.: *NATALIA SALAS*
310 N. Kansas St.
Weslaco, TX 78596
Phone #: 968-3886
Fax #: 969-8116

WESLACO II H/S CENTER
C.M.: *NATALIA SALAS*
3030 N. TEXAS BLVD.
Weslaco, TX 78596
Phone #: 969-3064
Fax #: 447-1789

WESLACO III H/S CENTER
C.M.: *JESSE VELA*
1317 W. Expressway 83
Weslaco, TX 78596
Phone #: 968-9751
Fax #: 969-8668

WESTERN RD H/S CENTER
C.M.: *PETRA MARTINEZ*
8245 E. Poinsetta Dr.
Mission, TX 78573
Phone #: 583-9700
Fax #: 581-8155

ADMINISTRATION OFFICE
1901 W. State Hwy 107
McAllen, TX 78504
P.O. Box 0117
Edinburg, TX 78540-0117
Phone #: 383-0706
Fax #: 380-2588
Proc: Fax #: 381-0439
Acct: Fax #: 380-4118
Disability: Fax #: 380-4146
Family Ser: Fax #: 380-4163
Personnel: Fax #:380-4133
Staff/Edc/Tran:Fax#::380-4178
Nutrition: Fax # 380-4179
Health / Mental Health :
Fax # 380-4153
Insurance Fax #:380-4176
Maint./Transp: Fax # 380-4180

CENTRAL KITCHENS:

EDCOUCH KITCHEN
HEAD COOK: BERTHA HERNANDEZ
W. Hwy 107 & Mile 4 N.
Edcouch, TX 78538
Phone #: 262-2552 / 262-9867
Fax #: 262-5284

PALMVIEW KITCHEN
HEAD COOK: *SUSANA GARCIA*
1208 Paula Dr.
Mission, TX 78572
Phone #: 581-7415
Fax #:581-0020

March 26, 2012
911 addresses

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements
Professional Services

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

1. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County under the Texas Tort Claims Act;

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five hundred thousand ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

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 respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, _____, authorized representative for_____,
Company/Vendor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

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

- o will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $_____General Liability: $_____.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- o have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

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

THIS FORM MUST ACCOMPANY BID PACKET

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C. Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

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

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "AIR CONDITIONING MAINTENANCE & REPAIR"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request fro Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this _____day of _____, 2012.

_____

Notary Public

My Commission expires: _____, 2012

REQUEST FOR BIDS

“AIR CONDITIONING MAINTENANCE & REPAIR”

PROJECT REQUIREMENT ACKNOWLEDGEMENT

PROJECT REQURIEMENTS ACKNOWLEDGMENT

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

1) Licenses:_____
2) Bonds:_____
3) Certificates:_____

   _____
4) Permits:_____
5) Other:_____

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

*Any licenses, bonds, certificates, 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

Hidalgo County Head Start Program
Procurement Department
AIR CONDITIONING MAINTENANCE & REPAIR
BID #2012-019-05-31

BID FORM

Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504
Attn: Ambrosio Tovar, Procurement

PRICE: No preventive maintenance costs are to be applied to contracts. Pricing for contracts should be considered for hourly rate and percentage of cost over the parts.

Hourly Rate for:

AIR CONDITIONING REPAIR & MAINTENANCE: _____per hour.

Parts Mark Up: _____%

BIDDER/COMPANY NAME:_____.

ADDRESS:_____.

CITY/STATE/ZIP CODE:_____.

TELEPHONE NUMBER:_____FAX NUMBER:_____.

CELLULAR/PAGER NUMBERS:_____.

TITLE:_____.

SIGNATURE:_____.

PRINTED NAME:_____

HIDALGO COUNTYHEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name **Telephone No. ( )**
Mailing Address **Fax No. ( )**
City, State, Zip **Tax I.D. No.**
Remit to Address **City, State, Zip**
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ LLC _____ Other, Specify **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ 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**

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 Hidalgo County Head Start Program procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ·Yes · No

If yes, by whom?: · State General Services Commission · Other

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: · Yes · No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid 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): · State General Services 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): · State General Services 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): · State General Services Commission · Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

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:_____

Company Name: _____

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

HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: **Hidalgo County Head Start Program**	
BID OPENING DATE: **Thursday May 31, 2012**	BID OPENING TIME: **2:00 P.M.**
DESCRIPTION OF BID: **"Air Conditioning Maintenance & Repair" For Hidalgo County Head Start Program**	
BID NUMBER: **2012-019-05-31**	

BID # RFB#	NAME OF COMPANY	COMPANY REPRESENTATIVE	CONTRACTOR'S PRICE PER HR.
#1			
#2			
#3			
#4			
#5			
#6			
#7			
#8			

DRAFT

CONTRACT FOR SERVICES
C-12-019-XX-XX

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 1st day of September 2012 by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____. (hereinafter "Contractor") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the 31st day of August 2013.

WITNESSETH:

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

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

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

WHEREAS, Program desires the services and repairs to be provided by the Contractor; and

WHEREAS, the Contractor will service and repair on the terms and conditions

hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Contractor and Program agree as follows:

A. 1. Contractor represents that he is licensed by the State of Texas and qualified to perform and execute services provided in the Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated and Contractor shall immediately notify the Program of such suspension or revocation.

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

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

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall submit a requisition for payment of said services in the customary manner

provided for payments utilized by the Program. The Contractor shall be compensated based on the Program's fee schedule, a copy of which is attached As Exhibit "B" hereto.

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

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

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

OR

_____
_____
_____

6. Contractor agrees to provide professional liability, premises liability and auto liability insurance (if providing transportation to the Head Start children) covering his and his employee's activities in the services for the Program in an

amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

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

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

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

D. This Agreement shall be construed under and in accordance with the

laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

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

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31, 2013) of the Contract period at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.

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

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

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

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

EXECUTED as of the day and year first written above.

CONTRACTOR:

BY: _____
Contractor

_____
Company's Name

_____
(Owner)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

BY:_____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

BY:_____
Stephen L. Crain

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

EXHIBIT A

SPECIFICATIONS

HIDALGO COUTNY HEAD START PROGRAM
AIR CONDITIONING SERVICE

EXHIBIT A

Description of Services

The following work is required on an as needed basis on the following (but not limited to) equipment; wall pack units, window units, Central Air/Heat Systems.

Cleaning all components, removing dust, old lubricants or contaminants to allow Equipment to function as designed.

Overhaul equipment and devices not in proper working order.

Replace equipment, devices, system, compressors, or components not in proper working order.

Company to provide the required preventive maintenance to reduce shipments of repairs utilizing this “Emergency Repair” delivery service.

Parts requiring replacement shall be the newest design available provided they are compatible with en-use equipment and functionally equivalent.

Steam cleaning of fan and coil units is not routine service. Cleaning shall be conducted outside normal operating hours to prevent building temperature extremes and inconvenience to building occupants. Cleaning shall be coordinated with the Field Operation Director or designated department head.

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.
(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.
(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. The additional number is not to be used unless there has been no response to emergency calls within (2) hours.

Exhibit A, Description of services (Cont.)

(d) Emergency service request may only be made by the Field Operations Director or designated representatives; a copy of such listing shall be provided to vendor.

ACCESS TO BUILDINGS: Field Operations Director designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour's points of access, and other information necessary to insure optimum convenience to all concerned.

BILLING SPECIFICATIONS: Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. Center Location
2. Date
3. Description of Repair (s) being performed
4. Labors Price
5. Serial Number of unit which was worked on
6. Part – Price
7. Purchase Order
8. Confirmation Signature form Center Director

EXHIBIT B

FEE SCHEDULE

HIDALGO COUNTY HEAD START PROGRAM
AIR COINDITIONING SERVICE

EXHIBIT B

FEE SCHEDULE

EXHIBIT C

INSURANCE

Bid No. 2012-020-05-31 Plumbing Repair	Procurement Director: Ambrosio Tovar	Tel No. 956-380-4149

REQUEST FOR BIDS

Hidalgo County Head Start Program
McAllen, Texas

PLUMBING REPAIR BID #2012-020-05-31
FOR
HIDALGO COUNTY HEAD START PROGRAM

May 1, 2012

Contact Person:

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

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY HEAD START PROGRAM
"PLUMBING REPAIR BID #2012-020-05-31
for Hidalgo County Head Start Program

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 6 pages.
3. Specifications/BID PAGE, Exhibit A, consisting of 5 pages.
4. Hidalgo County Head Start Program & Center Roster/Sign-In, Exhibit B consisting of 1 pages.
5. Insurance Requirements, Exhibit C, consisting of 3 pages.
6. Conflict of Interest Questionnaire, Exhibit D, consisting of 2 pages.
7. Proposer's Affidavit, Exhibit E, consisting of 1 page.
8. Bidder/Vendor Application, consisting of 1 page.
9. Historically Underutilized Business (HUB) Declaration, consisting of 1 page.
10. Certification Regarding Debarment, Suspension consisting of 1 page.
11. Bid Tabulation Sheet consisting of 1 page.
12. Draft Contract consisting of 6 pages.
13. W-9 Form (Request for Taxpayer ID) consisting of 4 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 Procurement Department by calling (956) 380-4149, to advise of missing documentation, and Procurement will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director May 1, 2012

May 1, 2012

Re: **HIDALGO COUNTY HEAD START PROGRAM**

Request for Bids - "PLUMBING REPAIR"
FOR HIDALGO COUNTY HEAD START PROGRAM

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for you review and consideration.

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

If any further assistance is required, please do not hesitate to call the Procurement Department 956-380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

LEGAL NOTICE

Bid No: 2012-020-05-31

1. Sealed bids will be received for **"PLUMBING REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidders guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and three (3) copies of bid are required with 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 enveloped and/or package, **"BID- PLUMBING REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m., on THURSDAY MAY 31, 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.** Hidalgo County Reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for miss-sent or misplaced bids.

3. Hidalgo County Head Start Program 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.

   One or more vendors may be designated as approved A "Primary" and/or A "Secondary" vendors for purchases for this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s)

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and change the increase in price, if any, and cost of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL)

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

   Failure to 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. The County may purchase in the open market any commodity reported by a vendor to be on

back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work to be performed at a Hidalgo County Head Start Program 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 Head Start Program. 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. NO price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Hidalgo County Head Start Program Director or 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. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., Hidalgo County Head Start Program Prepaid.

12. Hidalgo County Head Start Program 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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

13. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start 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 Hidalgo County Head Start which is payable out of funds beyond the current fiscal year. Purchase orders shall be generated by the Hidalgo County Head Start to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. Hidalgo County Head Start will not be held responsible for any orders placed/delivered without a valid, signed purchase order.

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 Head Start Finance Department in order to establish an account with the Head Start Program. All awarded vendors must submit a complete W-9 and a copy of their Federal ID Number Certificate.

15. POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- Deliveries shall be accepted between 8:00 AM and 4:30 PM Monday-Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.

- At least seventy tow (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted, unless other delivery arrangements have been made.

- Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.

- At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate departments(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the Head Start Program reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

- For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.

- The Head Start Program reserves the right to pick up orders during emergency situations.

16. BILLING AND PAYMENT INSTRUCTIONS:

All vendors doing business with the Head Start Program must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.

Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official (signed delivery tickets)
c) Purchase Order Number (if any)
d) Notation- "HIDALGO COUNTY HEAD START PROGRAM"
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery.
The following documentation must be included:

a) Certificate of Origin (signed title, if used vehicle purchase)
b) Application for Texas Certificate Of Title (Form 130-U)
c) Odometer Disclosure Statement

Discount payment will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by Hidalgo County Head Start Program. The Hidalgo County Head Start Program reserves the right to negotiate the price of any product listed in the catalog when large quantities are requested by a user department.

Contract person for Billing and Payment questions:

Attn: Hidalgo County Head Start Program
Elma Keller Finance Department
1901 W. State Hwy 107
McAllen, TX. 78504
(956) 383-0706

17. Schedule of Events

Bid Opening, 2:00 P.M.	May 31, 2012
Project Award of Contract or Issuance of Purchase Order	
Project Commence Work or Deliver Products	

18. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any 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 Hidalgo County Head Start Program.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Head Start Program ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County Head Start Program for the sale or purchase of property, goods, or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code 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 Head Start Program office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse.
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services. Vendor must provide, at no cost, at least one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements are in addition to the MSDS requirement. All items must meet all applicable OSKA standards and regulations and all electrical items must bear the appropriate listing form UL, FMRC, or NEMA.

20. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well-established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. 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.

21. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful 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.

22. 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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.

23. 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.

24. 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 Head Start Program, Texas.

25. 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 Hidalgo County Head Start Program.

Bid

"PLUMBING REPAIR BID #2012-020-05-31
FOR HIDALGO COUNTY HEAD START PROGRAM

May 1, 2012

To: Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504

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 Head Start Program 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 Head Start Program 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:_____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"PLUMBING REPAIR"

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT A

SPECIFICATIONS FOR PLUMBING REPAIR

BID #2012-020-05-31

OBJECTIVE: The objective of this contract is to provide full service maintenance and repair of all plumbing systems to include emergency service call to keep the equipment useable and operable. Work performed shall be in accordance with manufacturer's commercial practice. Contractor understands and agrees that this is a "LABOR AND COST OVER PARTS" contract and that he will supply all equipment and parts which furnish all labor, parts, materials and supplies necessary to complete this contract.

SITE VISIT: Bidders must examine plumbing systems to ensure they are functioning properly and are in good condition. Bidder shall not be relieved of responsibility for properly estimating cost of service required, or condition of existing equipment, because of his failure to investigate and inspect the equipment. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

SPECIFICATIONS – GENERAL: The following specifications apply to this contract:
Any job orders which are estimated to exceed $1,000.00 must be approved by the Field Operations Director prior to being performed.

BILLING SPECIFICATIONS: Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. **Center Location**
2. **Date**
3. **Description of Repair(s) being performed**
4. **Labors Price**
5. **Parts – Price**
6. **Parts Mark-up Price**
7. **Purchase Order**
8. **Confirmation Signature form Center Director**

LETTERS OF RECOMMENDATION:

Bidders must submit three (3) letters of recommendation (example: schools, cafeterias, day cares, or other governmental entities) on services provided to any of the entities mentioned above. Original letters must be included in bid package, no copies will be accepted.

EQUIPMENT:

The following is a list of Centers locations where the equipment will be serviced under this contract.

SEE ATTACHED LIST (Exhibit B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

The following work is required on an as needed basis:

- To install additional (new) gas and water lines, including fixtures, water heaters, etc.
- Replace – parts (i.e., faucets, fixtures, disposals, pipes) etc. Replacement parts shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.
- Drain Cleaning service
- Water heater repair (gas or electric)
- Repair broken Gas & Water Lines
- Sewer Lines repaired and/or installed
- Repair of Garbage disposal & dishwasher

□ The following may be **required upon request:**

- Leaky Faucets
- AVP Rooter Service
- Shower pan repair
- Back Flow prevention system (Install and/or re-certify)

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.
(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.
(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. This

additional number is not to be used unless there has been no response to emergency calls within (2) hours.

(d) Emergency service requests may only be made by the Field Operations Coordinator or designated representatives; a copy of such listing shall be provided to vendor.

ACCESS TO BUILDINGS: Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour points of access, and other information necessary to insure optimum convenience to all concerned.

(a) The facilities are located at:
SEE ATTACHED LISTS OF HIDALGO COUNTY START PROGRAM CENTER LOCATIONS

(b) All keys given to Contractor must be returned within forty-eight hours (48).

GRACE PERIOD OPTION: Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) day(s) Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

INSPECTION AND ACCEPTANCE: The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program the performance site.

TERM: The initial term of these contracts will be for one (1) year from date of award. The Hidalgo County Head Start Program may terminate the contracts upon ninety (90) days advance written notice to Contractors.

SUBCONTRACTING: The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:

(a) The vendor awarded the contract shall present evidence that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.

(b) Interested vendors must have the capabilities to address two or more repairs (jobs) at one time.

NEW SITES: The contracts will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

AWARD: Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

Hidalgo County Head Start Program
Procurement Department
PLUMBING REPAIR
BID #2012-020-05-31

BID FORM

Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504
Attn: Ambrosio Tovar, Procurement

PRICE: No preventive maintenance costs are to be applied to contracts. Pricing for contracts should be considered for hourly rate and percentage of cost over the parts.

Hourly Rate for:

PLUMBING REPAIR: _____per hour.

Parts Mark Up: _____%

BIDDER/COMPANY NAME:_____.

ADDRESS:_____.

CITY/STATE/ZIP CODE:_____.

TELEPHONE NUMBER:_____FAX NUMBER:_____.

CELLULAR/PAGER NUMBERS:_____.

TITLE:_____.

SIGNATURE:_____.

PRINTED NAME:_____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

“PLUMBING REPAIR”

EXHIBIT “B”

Exhibit "B"

Hidalgo County Center Directory

Alamo H/S Center CM: Juan R. Naveja 303 South 7th Alamo, TX 78516 Tel: 787-4318 Fax: 283-0573	**Edinburg III H/S Center** CM: Maria Salinas 3817 South I Rd. Edinburg, TX 78539 Tel: 383-7041 Fax: 383-7370	**Las Milpas II H/S Center** CM: Veronica Zamora 901 E. Thomas Pharr, TX 78577 Tel: 787-6525/781-6309 Fax: 787-6431	**Mission I H/S Center** CM: Zoraida Garcia 115 Mayberry Mission, TX 78596 Tel: 581-2031 Fax: 585-7802	**Pharr H/S Center** CM: Mariza Garcia 415 E. Clark Pharr, TX 78577 Tel: 781-0116/283-7827 Fax: 787-4750	**Weslaco I H/S Center** CM: Natalia Salas 310 N. Kansas Street Weslaco, TX 78596 Tel: 968-3886 Fax: 969-8116
Alton H/S Center CM: Simona Peña 202 W. Dawes Avenue Alton, TX 78572 Tel: 581-8854 Fax: 583-6016	**Edinburg IV H/S Center** CM: Estefana Barco 3215 Richardson Rd. Edinburg, TX 78539 Tel: 383-4730 Fax: 316-0432	**McAllen II H/S Center** CM: Martha DeLeon 1001 S. 16th McAllen, TX 78501 Tel 631-4240/630-9876 Fax: 682-5709	**Mission II H/S Center** CM: Estella Gonzalez 1105 East 8th Street Mission, TX 78572 Tel: 581-3635 Fax: 583-6218	**Progreso H/S Center** CM: Maricela Infante 1901 W. Palm Ave Progresso, TX78579 Tel: 565-0107 Fax: 514-0317	**Weslaco II H/S Center** CM: Natalia Salas 3030 N. TEXAS BLVD. Weslaco, TX 78596 Tel: 969-3064 Fax: 447-1789
Donna I H/S Center CM: Maria H. Najera 1402 Silver Avenue Donna, TX 78537 Tel: 464-2443 Fax:464-5373	**Edinburg V H/S Center** CM: Ana Villaurrutia 3500 E. F.M. 2812 Edinburg, TX 78539 Tel: 383-0665 Fax: 383-2760	**McAllen IV H/S Center** CM: Imelda Vela 3900 South Ware Rd McAllen, TX 78501 Tel: 318-3797/687-3665 Fax: 618-1256	**Mission III H/S Center** CM: Diana Mireles 3401 North Mayberry Mission, TX 78572 Tel: 580-9709 Fax: 581-3252	**San Carlos H/S Center** CM: Irma Gonzalez 134 Norh 86 San Carlos, TX 78539 Tel: 381-9119 Fax: 381-9307	**Weslaco III H/S Center** CM: Jesse Vela 1317 W. Expressway 83 Weslaco, TX 78596 Tel: 968-9751 Fax: 969-8668
Donna II H/S Center CM: Ninfa Munguia 1715 Miller Avenie Donna, TX 78537 Tel: 464-2561 Fax: 461-3830	**Elsa H/S Center** CM: Alicia Becerra 700 Northwest Hidalgo Elsa, TX 78543 Tel: 262-4542 Fax: 262-3644	**McAllen V H/S Center** CM Ludivina Almaguer 1200 North 25th St McAllen, TX 78501 Tel: 928-1396 Fax: 994-8292	**Mission IV H/S Center** CM: Diana Anzaldua 301 South Inspiration Mission, TX 78574 Tel: 581-6409/581-6453 Fax: 581-1835	**San Juan I H/S Center** CM: Veronica Garcia 200 North Cougar San Juan, TX 78589 Tel: 787-4358 Fax: 787-8265	**Western RD H/S Center** CM: Petra Martinez 8245 E. Poinsetta Dr. Mission, TX 78573 Tel: 583-9700 Fax: 581-8155
Donna IV H/S Center CM: Ninfa Munguia 202 West South Avenue Donna, TX 78537 Tel: 461-2699 Fax: 461-3245	**Hidalgo H/S Center** CM: Mario Rendon 607 South 5th St. Hidalgo, TX 78557 Tel: 843-8361/843-6321 Fax: 843-6739	**McAllen VI H/S Center** CM: Leticia Rodriguez 2601 Sarah Avenue McAllen, TX 78502 Tel: 683-8166/683-0492 Fax: 683-1966	**Monte Alto H/S Center** CM: Alicia Becerra 25249 1st Street Monte Alto, TX 78538 Tel: 262-4591 Fax: 262-9229	**San Juan I H/S Center** CM: Veronica Garcia 200 North Cougar San Juan, TX 78589 Tel: 787-4358 Fax: 787-8265	**Administration Office** 1901 W. State hwy 107 McAllen, TX 78504 Tel: 383-0706 Fax: 380-2588
Edcouch H/S Center CM: Alejandra Perez W. Hwy. 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-4552 Fax: 262-7527	**La Herencia H/S Center** CM: Olga Rubio RR 3 Box 3059 Mercedes, TX 78570 Tel: 514-4828 Fax: 514-4917	**Vine Terrace H/S Center** CM: Ludivina Almaguer 2220 (B) North 27th St McAllen, TX 78501 Tel: 687-9437 Fax: 630-4707	**Palmview I H/S Center** CM: Cynthia Gonzalez 501 Palmview Commercial Dr. Palmview, TX 78572 Tel: 580-1394/580-6965 Fax: 519-7373	**San Juan II H/S Center** CM: Norma Donova 601 Earling Rd. San Juan, TX 78589 Tel: 782-1056 Fax: 781-9022	**Edcouch Kitchen** HC: Bertha Hernandez W. Hwy 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-2552/262-9867 Fax: 262-5284
Edinburg I H/S Center CM: Maria Salinas 225 South 25th St Edinburg, TX 78539 Tel: 383-3922/383-0931 Fax: 383-0823	**La Joya H/S Center** CM: Marissa Guerra 105 E. 5th & Leo Avenue La Joya, TX 78560 Tel: 581-2022/581-1372 Fax: 584-7298	**Mercedes I H/S Center** CM: Luisa Barrera 1100 W. Expressway 83 Mercedes, TX 78570 Tel: 565-5062 Fax: 514-1163	**Palmview II H/S Center** CM: Leonor Ruiz 618 Breyfogle Rd. Mission, TX 78572 Tel: 583-4435/583-4413 Fax: 584-3178	**SULLIVAN CITY H/S CENTER** C.M: Mirta Trigo 379 E. Expressway 83 Sullivan City TX78595 Phone#485-2996 Fax#485-9597	**Mission Kitchen** HC: Susana Garcia 1208 Paula Dr. Mission, TX 78572 Tel: 581-7415 581-1980 Fax: 581-0020
Edinburg II H/S Center CM: Maria D.Gutierrez 1200 North 1st Street Edinburg, TX 78539 Tel: 380-1088/289-1966 Fax: 287-9321	**Las Milpas I H/S Center** CM: Virginia Montañez 714 Zapata Avenue Pharr, TX 78577 Tel: 483-1723783-1723 Fax: 781-2696	**Mercedes II H/S Center** CM: Olga Rubio 3601 East Mile 8th North Mercedes, TX 78570 Tel: 514-5492 Fax: 514-1247	**Palmview III H/S Center** CM: Ana Cedillo 1208 N. Paula (Rear) Mission, TX 78572 Tel: 584-3860 Fas: 584-3857	**UTPA H/S CENTER** C.M: Maria Gutierrez 1201 W. University Dr. Edinburg, TX 78539 Phone#381-2465 Fax#381-2466	

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"PLUMBING REPAIR"

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements
Professional Services

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

1. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County under the Texas Tort Claims Act.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five hundred thousand ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

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 respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, _____, authorized representative for_____,
Company/Ven-dor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

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

- o will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $_____General Liability: $_____.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- o have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS ACKNOWLEDGMENT

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

1) Licenses:_____
2) Bonds:_____
3) Certificates:_____

   _____
4) Permits:_____
5) Other:_____

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

*Any licenses, bonds, certificates, 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C. Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

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

REQUEST FOR BIDS

“AIR CONDITIONING MAINTENANCE & REPAIR”

EXHIBIT E

PROPOSER’S AFFIDAVIT

EXHIBIT "E"

PROPOSER'S AFFIDAVIT

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

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this _____day of _____, 2012.

_____

Notary Public

My Commission expires: _____, 2012

HIDALGO COUNTYHEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name **Telephone No. ( )**
Mailing Address **Fax No. ( )**
City, State, Zip **Tax I.D. No.**
Remit to Address **City, State, Zip**
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ LLC _____ Other, Specify **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ 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**

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 Hidalgo County Head Start Program procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ·Yes · No

If yes, by whom?: · State General Services Commission · Other

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: · Yes · No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid 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): · State General Services 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): · State General Services 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): · State General Services Commission · Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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:_____

Company Name: _____

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

DRAFT

CONTRACT FOR SERVICES
C-12-020-XX-XX

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 1st day of September 2012 by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____ (hereinafter "Contractor") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the 31st day of August 2013.

WITNESSETH:

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

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

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

WHEREAS, Program desires the services and repairs to be provided by the Contractor; and

WHEREAS, the Contractor will service and repair on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Contractor and Program agree as follows:

A. 1. Contractor represents that he is licensed by the State of Texas if required for provision of the services and qualified to perform and execute services provided in the Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated and Contractor shall immediately notify the Program of such suspension or revocation.

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

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

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

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall

submit a requisition for payment of said services in the customary manner provided for payments utilized by the Program. The Contractor shall be compensated based on the Program's fee schedule, a copy of which is attached As Exhibit "B" hereto.

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

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

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

OR

_____
_____
_____
_____

6. Contractor agrees to provide professional liability, premises liability and auto

liability insurance (if providing transportation to the Head Start children) covering his and his employee's activities in the services for the Program in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

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

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

C. The Contractor will indemnify and hold the Program and the County of Hidalgo, its employee's, officers and agent harmless from any and all claims, actions, liability, and expenses

including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim or (action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was Contractor's or that of any

person providing services hereunder through or for Contractor. Upon written notice from the County and the Program, Contractor will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim or action.

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

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

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st 2013) of the Contract period at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.

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

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

I. Contractor will perform its services at all times in compliance with federal,

state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

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

EXECUTED as of the day and year first written above.

CONTRACTOR:

BY: _____
(Contractor)

_____
(Name)

_____
Owner

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

BY: _____
Stephen L. Crain

EXHIBIT A

SPECIFICATIONS

HIDALGO COUNTY HEAD START PROGRAM
PLUMBING SERVICE AND REPAIR

Description of Services:

Awarded Vendor shall perform services in Hidalgo County as described below. All keys given to Contractor must be returned within forty-eight hours (48)

- ❖ To install additional (new) gas and water lines, including fixtures, Water Heater, Etc.
- ❖ Replace – parts (i.e., faucets, fixtures, disposals, pipes) etc. Replacement parts shall be the newest design available provided the are compatible with end-use equipment and functionally equivalent.
- ❖ Drain Cleaning service
- ❖ Water heater repair (gas or electric)
- ❖ Repair broken Gas & Water lines
- ❖ Sewer lines repaired and / or installed
- ❖ Repair of Garbage disposal & dishwasher

- The following may be **<u>required upon request:</u>**
  - ❖ Leaky Faucets
  - ❖ AVP Rooter Service
  - ❖ Shower pan repair

<u>EMERGENCY CALLS</u>

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, every day, including weekends and holidays.
(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.
(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. This additional number is not to be used unless there has been no response to emergency calls within (2) hours.
(d) Emergency service requests may only be made by the Field Operations Director or designated representatives; a copy of such listing shall be provided to vendor.

EXHIBIT B

FEE SCHEDULE

HIDALGO COUNTY HEAD START PROGRAM
PLUMBING SERVICE

EXHIBIT B

Fee Schedule:

EXHIBIT C

INSURANCE

Form **W-9**
(Rev. January 2006)
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.

Cat. No. 10231X — Form W-9 (Rev. 1-2005)

AI-32034 **Head Start** **12. E.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Centennial Construction Company

BACKGROUND

Policy Council Approval: 04.25.12

Fiscal Impact

Attachments

Centennial
Centennial

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/26/2012 07:57 AM
Purchasing Department	agarcia	04/27/2012 04:30 PM
Form Started By: Linda Galaviz		Started On: 04/23/2012 04:31 PM
Final Approval Date: 04/27/2012		

April 19, 2012

Ms. Teresa Flores, Program Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78503

Reference: ***"Hidalgo County Head Start Program ~ Building Repairs and Renovations"***

Subject: ***AIA Contract for ~ Relocate Existing Headstart Facility Palmview I***

Dear Ms. Flores:

Enclosed please find our proposed AIA – B101-2007 contract as referenced above for professional services to design and oversee construction for the relocation of the existing Palmview I building for the Hidalgo County Head Start Program. Please review our proposed contract and upon your approval, Dannenbaum respectfully requests you process the contract documents through the next Commissioner's Court Agenda.

The proposed cost of $35,993.00 includes the design and production of construction documents to facilitate the disassembly, moving, placement and reassembly of the building, and reconnection of utilities. Also included are bid phase and construction phase and close-out phase services. The proposed price does not include a paved parking lot or drives, storm water detention, landscape or irrigation. Any additional services desired are available at an additional negotiated cost.

We appreciate the opportunity to be of service to the Head Start Program. If you have any questions, please feel free to contact me at (956) 682-3677 or (832)771-4904.

Sincerely,

Louis H. Jones Jr., P.E.
President

Enclosures

cc: Richard D. Seitz, P.E.
Steve McGarraugh, AIA

EXHIBIT "D"

Contract Rate Schedule

Dannenbaum Engineering Company - McAllen, LLC

LABOR:

Job Description	Contract Rate** 2012	Contract Rate** 2013	Contract Rate** 2014
Engineering			
Principal	$388.49	$407.91	$428.31
Project Manager (VII)	$247.92	$260.32	$273.33
Sr. Engineer (V)	$214.85	$225.59	$236.87
Project Engineer (III) / (IV)	$141.97	$149.07	$156.52
Architect	$138.85	$145.79	$153.08
Engineer (I) / (II)	$114.63	$120.36	$126.38
Sr. Engineering Designer (III)	$98.52	$103.45	$108.62
Environmental Scientist	$97.71	$102.60	$107.73
Engineering Designer (I) / (II)	$84.68	$88.91	$93.36
CADD Operator (I) / (II)	$73.86	$77.55	$81.43
Secretary	$87.78	$92.17	$96.78
Surveying			
Reg. Public Land Surveyor	$193.98	$203.68	$213.86
Project Supervisor SIT	$161.75	$169.84	$178.33
Survey Technician	$126.64	$132.97	$139.62
Abstractor	$101.18	$106.24	$111.55
2-man Survey Crew	$166.84	$175.18	$183.94
3-man Survey Crew	$200.34	$210.36	$220.87
4-man Survey Crew	$247.25	$259.61	$272.59
Construction Representative	$89.58	$94.06	$98.76
Construction Manager	$116.59	$122.42	$128.54

NON-LABOR:***

Mileage	****
Car Rental	****
Lodging (in state)	****
Meals	****
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equipment	$475/day
Copies (8 1/2 x 11)	$.15/ea
Bond Plots	$0.90/sq.ft.
Color Plots	$1.90/sq.ft.
Mylar Plots	$1.90/sq.ft.

***These are ***These are the aniticpated non-labor rates to be used to negotiate purchase orders for spi orders for special or excluded services, and/or additional work; and may be re-negotiatec re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negol time of negotiation at the rates authorized by the Owner.

Dannenbaum Engineering Company - McAllen, LLC
Client: Hidalgo County Head Start Program
Project Name: Hidalgo County Head Start Program - Palmview I - Relocate
Project Number: 4689-01

EXHIBIT "D"
FEE BUDGET ESTIMATE
BASIC SERVICES - ARCHITECTURE AND ENGINEERING
HIDALGO COUNTY HEAD START PROGRAM - PALMVIEW I - RELOCATE
PRELIMINARY DESIGN / FINAL DESIGN / CPS

Prepared by: _____
Reviewed by: _____
Checked by: _____

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE QNTY	UNIT	MANHOURS PER TASK BY CLASSIFICATION: PRINCIPAL (VIII) $388.49	PROJECT MANAGER (VII) $247.92	SENIOR ENGR (V) $214.85	PROJ ENG (III) (IV) $141.97	ARCHITECT (VII) $138.85	ENGINEER (I) (II) $114.63	SR. ENG DGNR (III) $98.52	ENG DGNR (I)(II) $84.68	CADD OPER (I) (II) $73.86	SECTY $87.78	CONST MANANGER $116.59	CONST REP $89.58	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	PRELIMINARY DESIGN																
4200	**PROJECT MEETING AND COORDINATION**																
	INITIAL PROJECT MEETING AND COORDINATION							3								3	$416.55
	SUBTOTAL			0	0	0	0	3	0	0	0	0	0	0	0	3	$ 416.55
				$0.00	$0.00	$0.00	$0.00	$416.55	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
4210	**DATA GATHERING / DESIGN CRITIERIA**																
	COLLECT AND REVIEW COUNTY DATA/ SITE CONDITIONS							2								2	$277.70
	VISIT SITE WITH CLIENT REPRESENTATIVES							2								2	$277.70
	SUBTOTAL			0	0	0	0	4	0	0	0	0	0	0	0	4	$555.40
				$0.00	$0.00	$0.00	$0.00	$555.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
4220	**PRELIMINARY DESIGN**																
	DETERMINE PRELIM DESIGN							3								3	$416.55
	PRELIM QUANITY TAKEOFF AND OPINION OF COST						2	1					1			4	$510.57
	SUBTOTAL			0	0	0	2	4	0	0	0	0	1	0	0	7	$927.12
				$0.00	$0.00	$0.00	$283.94	$555.40	$0.00	$0.00	$0.00	$0.00	$87.78	$0.00	$0.00		
	TOTAL HOURS - PRELIM DESIGN			**0**	**0**	**0**	**2**	**11**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**14**	
	TOTAL COST - PRELIM DESIGN			**$0.00**	**$0.00**	**$0.00**	**$283.94**	**$1,527.35**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$87.78**	**$0.00**	**$0.00**		**$1,899.07**
	TOTAL COST - PRELIMINARY DESIGN																**$1,899.07**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	0.00%	14.29%	78.57%	0.00%	0.00%	0.00%	0.00%	7.14%	0.00%	0.00%	100.00%	
	FINAL DESIGN																
5020	**90% PLANS**																
	COVER SHEET							2				8				10	$868.58
	CIVIL SITE PLAN						4					20				24	$2,045.08
	FACILITY LAYOUT PLAN						6					16				22	$2,033.58
	DETAILS						3					12				15	$1,312.23
	SPECIFICATION FRONT END DOCUMENTS							6					2			8	$1,008.66
	SPECIFICATIONS						6									6	$851.82
	QA/QC					2	4									6	$997.58
	SUBTOTAL			0	0	2	23	8	0	0	0	56	2	0	0	91	$ 9,117.53
				$0.00	$0.00	$429.70	$3,265.31	$1,110.80	$0.00	$0.00	$0.00	$4,136.16	$175.56	$0.00	$0.00		
5030	**FINAL PLANS**																
	FINAL GENERAL PLAN SHEETS						2	1				4				7	$718.23
	FINAL DETAILS AND TYPICAL SECTIONS SHEETS						2	1				4				7	$718.23
	FINAL SPECIFICATIONS						1	1					2			4	$456.38
	QA/QC					1	2	1								4	$637.64
	SUBTOTAL			0	0	1	7	4	0	0	0	8	2	0	0	22	$ 2,530.48
				$0.00	$0.00	$214.85	$993.79	$555.40	$0.00	$0.00	$0.00	$590.88	$175.56	$0.00	$0.00		
	TOTAL HOURS - FINAL DESIGN			**0**	**0**	**3**	**30**	**12**	**0**	**0**	**0**	**64**	**4**	**0**	**0**	**113**	
	TOTAL COST - FINAL DESIGN			**$0.00**	**$0.00**	**$644.55**	**$4,259.10**	**$1,666.20**	**$0.00**	**$0.00**	**$0.00**	**$4,727.04**	**$351.12**	**$0.00**	**$0.00**		**$11,648.01**
	TOTAL COST - FINAL DESIGN																**$11,648.01**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	2.65%	26.55%	10.62%	0.00%	0.00%	0.00%	56.64%	3.54%	0.00%	0.00%	100.00%	

Dannenbaum Engineering Company - McAllen, LLC
Client: Hidalgo County Head Start Program
Project Name: Hidalgo County Head Start Program - Palmview I - Relocate
Project Number: 4689-01

FEE BUDGET ESTIMATE
BASIC SERVICES - ARCHITECTURE AND ENGINEERING
HIDALGO COUNTY HEAD START PROGRAM - PALMVIEW I - RELOCATE
PRELIMINARY DESIGN / FINAL DESIGN / CPS

Prepared by: _____
Reviewed by: _____
Checked by: _____

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE QNTY	UNIT	MANHOURS PER TASK BY CLASSIFICATION: PRINCIPAL (VIII) $388.49	PROJECT MANAGER (VII) $247.92	SENIOR ENGR (V) $214.85	PROJ ENG (III) (IV) $141.97	ARCHITECT (VII) $138.85	ENGINEER (I) (II) $114.63	SR. ENG DGNR (III) $98.52	ENG DGNR (I)(II) $84.68	CADD OPER (I) (II) $73.86	SECTY $87.78	CONST MANANGER $116.59	CONST REP $89.58	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	CONSTRUCTION PHASE																
5040	**BIDDING PHASE ENGINEERING**																
	COORDINATE P&S REPRODUCTION							1					2			3	$314.41
	BIDDING ASSISTANCE							2								2	$277.70
	BID OPENING							2					1			3	$365.48
	BID TABULATION							1								1	$138.85
	RECOMMENDATION OF AWARD							1					1			2	$226.63
	NOTICE OF AWARD							1					1			2	$226.63
	REVIEW AND ASSEMBLE CONTRACTS							2					2			4	$453.26
	SUBTOTAL			0	0	0	0	10	0	0	0	0	7	0	0	17	$2,002.96
				$0.00	$0.00	$0.00	$0.00	$1,388.50	$0.00	$0.00	$0.00	$0.00	$614.46	$0.00	$0.00		
5050	**CONSTRUCTION PHASE ENGINEERING**																
	NOTICE TO PROCEED												1	1		2	$204.37
	PRECONSTRUCTION CONFERENCE													3		3	$349.77
	SHOP DRAWING REVIEW (FOUR AT ONE HOUR EACH)													4		4	$466.36
	SITE VISITS (THREE AT TWO HOURS EACH)								6					6		12	$1,387.32
	INTERPRETATIONS AND CLARIFICATIONS (FOUR AT 0.50 HOURS)													2		2	$233.18
	MONTHLY CONTRACTOR'S ESTIMATE (THREE MONTHS AT 1 HR)													3		3	$349.77
	CHANGE ORDERS															0	$0.00
	SUBTOTAL			0	0	0	0	0	6	0	0	0	1	19	0	26	$ 2,990.77
				$0.00	$0.00	$0.00	$0.00	$0.00	$687.78	$0.00	$0.00	$0.00	$87.78	$2,215.21	$0.00		
5060	**COMPLETION AND CLOSEOUT**																
	FINAL INSPECTION								3				1	3		7	$781.44
	CONTRACTOR'S FINAL PAY ESTIMATE												1	2		3	$277.07
	CERTIFICATE OF COMPLETION												1	1		2	$204.37
	RECORD AS BUILT DRAWINGS											2		1		3	$264.31
	SUBTOTAL			0	0	0	0	0	3	0	0	2	3	7	0	15	$1,527.19
				$0.00	$0.00	$0.00	$0.00	$0.00	$343.89	$0.00	$0.00	$147.72	$219.45	$816.13	$0.00		
	TOTAL HOURS - CONSTRUCTION PHASE			**0**	**0**	**0**	**0**	**10**	**9**	**0**	**0**	**2**	**11**	**26**	**0**	**58**	
	TOTAL COST - CONSTRUCTION PHASE			**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,388.50**	**$1,031.67**	**$0.00**	**$0.00**	**$147.72**	**$921.69**	**$3,031.34**	**$0.00**		**$6,520.92**
	TOTAL COST - CONSTRUCTION PHASE																**$6,520.92**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	0.00%	0.00%	17.39%	15.65%	0.00%	0.00%	3.48%	18.26%	45.22%	0.00%	100.00%	
	TOTAL HOURS - PRELIM ENG / FINAL DESIGN			**0**	**0**	**3**	**32**	**33**	**9**	**0**	**0**	**66**	**16**	**26**	**0**	**185**	
	TOTAL COST - PRELIM ENG / FINAL DESIGN			**$0.00**	**$0.00**	**$644.55**	**$4,543.04**	**$4,582.05**	**$1,031.67**	**$0.00**	**$0.00**	**$4,874.76**	**$1,360.59**	**$3,031.34**	**$0.00**		**$20,068.00**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	1.63%	17.34%	17.89%	4.88%	0.00%	0.00%	35.77%	8.40%	14.09%	0.00%	100.00%	

DIRECT EXPENSES	NO.	UNIT	QUANTITY/UNIT		QUANTITY	UNIT PRICE	AMOUNT
PLOTTING - 11 X 17 PAPER PLOTS		SETS		PLOTS/SET	0	1.50	$ -
PLOTTING - 22 X 34 PAPER PLOTS		SETS		PLOTS/SET	0	6.00	$ -
PLOTTING - COLOR PLOTS		SETS		PLOTS/SET	0	10.00	$ -
MYLAR PLOTS - 11 X 17		SETS		PLOTS/SET	0	10.00	$ -
REPRODUCTION - 8.5 X 11 PAPER COPIES		SETS		COPIES/SET	0	0.12	$ -
REPRODUCTION - 11 X 17 PAPER COPIES		SETS		COPIES/SET	0	0.15	$ -
OVERNIGHT CARRIER COST		PKGS		EACH	0	30.00	$ -
AUTO EXPENSE (Mileage)		TRIPS		MI /TRIP	0	0.50	$ -
TOTAL DIRECT EXPENSES							**$ -**

*** Travel costs include airfare, hotel, car rental and per diem.**

8.40% % OF TIME FOR PRINCIPAL, PROJECT MANAGER, AND SECRETARY
91.60% % of Billable Time
100.00% Total Contract

PRELIMINARY DESIGN	$1,899.07
FINAL DESIGN	$11,648.01
CONSTRUCTION PHASE SVS	$6,520.92
OTHER DIIRECT EXPENSEES	$ -
SUBTOTAL	**$ 20,068.00**
SUBCONSULTANTS	
SURVEY OF EXISTING LAND AND UTILITIES	$ 2,500.00
MECHANICAL/ELECTRICAL/PLUMBING ENGINEERING	$ 3,500.00
STRUCTURAL ENGINEERING	$ 9,000.00
TAS ACCESSIBILITY REVIEW, FILING AND INSPECTION	$ 925.00
SUBTOTAL	**$ 15,925.00**
GRAND TOTAL	**$ 35,993.00**

April 19, 2012

Ms. Teresa Flores, Program Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78503

Reference: ***"Hidalgo County Head Start Program ~ Building Repairs and Renovations"***

Subject: ***AIA Contract for ~ Relocate Existing Headstart Facility Palmview I***

Dear Ms. Flores:

Enclosed please find our proposed AIA – B101-2007 contract as referenced above for professional services to design and oversee construction for the relocation of the existing Palmview I building for the Hidalgo County Head Start Program. Please review our proposed contract and upon your approval, Dannenbaum respectfully requests you process the contract documents through the next Commissioner's Court Agenda.

The proposed cost of $35,993.00 includes the design and production of construction documents to facilitate the disassembly, moving, placement and reassembly of the building, and reconnection of utilities. Also included are bid phase and construction phase and close-out phase services. The proposed price does not include a paved parking lot or drives, storm water detention, landscape or irrigation. Any additional services desired are available at an additional negotiated cost.

We appreciate the opportunity to be of service to the Head Start Program. If you have any questions, please feel free to contact me at (956) 682-3677 or (832)771-4904.

Sincerely,

Louis H. Jones Jr., P.E.
President

Enclosures

cc: Richard D. Seitz, P.E.
Steve McGarraugh, AIA

EXHIBIT "D"

Contract Rate Schedule

Dannenbaum Engineering Company - McAllen, LLC

LABOR:

Job Description	Contract Rate** 2012	Contract Rate** 2013	Contract Rate** 2014
Engineering			
Principal	$388.49	$407.91	$428.31
Project Manager (VII)	$247.92	$260.32	$273.33
Sr. Engineer (V)	$214.85	$225.59	$236.87
Project Engineer (III) / (IV)	$141.97	$149.07	$156.52
Architect	$138.85	$145.79	$153.08
Engineer (I) / (II)	$114.63	$120.36	$126.38
Sr. Engineering Designer (III)	$98.52	$103.45	$108.62
Environmental Scientist	$97.71	$102.60	$107.73
Engineering Designer (I) / (II)	$84.68	$88.91	$93.36
CADD Operator (I) / (II)	$73.86	$77.55	$81.43
Secretary	$87.78	$92.17	$96.78
Surveying			
Reg. Public Land Surveyor	$193.98	$203.68	$213.86
Project Supervisor SIT	$161.75	$169.84	$178.33
Survey Technician	$126.64	$132.97	$139.62
Abstractor	$101.18	$106.24	$111.55
2-man Survey Crew	$166.84	$175.18	$183.94
3-man Survey Crew	$200.34	$210.36	$220.87
4-man Survey Crew	$247.25	$259.61	$272.59
Construction Representative	$89.58	$94.06	$98.76
Construction Manager	$116.59	$122.42	$128.54

NON-LABOR:***

Mileage	****
Car Rental	****
Lodging (in state)	****
Meals	****
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equipment	$475/day
Copies (8 1/2 x 11)	$.15/ea
Bond Plots	$0.90/sq.ft.
Color Plots	$1.90/sq.ft.
Mylar Plots	$1.90/sq.ft.

***These are ***These are the aniticpated non-labor rates to be used to negotiate purchase orders for spi orders for special or excluded services, and/or additional work; and may be re-negotiatec re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negol time of negotiation at the rates authorized by the Owner.

Dannenbaum Engineering Company - McAllen, LLC
Client: Hidalgo County Head Start Program
Project Name: Hidalgo County Head Start Program - Palmview I - Relocate
Project Number: 4689-01

EXHIBIT "D"
FEE BUDGET ESTIMATE
BASIC SERVICES - ARCHITECTURE AND ENGINEERING
HIDALGO COUNTY HEAD START PROGRAM - PALMVIEW I - RELOCATE
PRELIMINARY DESIGN / FINAL DESIGN / CPS

Prepared by: _____
Reviewed by: _____
Checked by: _____

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE QNTY	UNIT	MANHOURS PER TASK BY CLASSIFICATION: PRINCIPAL (VIII) $388.49	PROJECT MANAGER (VII) $247.92	SENIOR ENGR (V) $214.85	PROJ ENG (III) (IV) $141.97	ARCHITECT (VII) $138.85	ENGINEER (I) (II) $114.63	SR. ENG DGNR (III) $98.52	ENG DGNR (I)(II) $84.68	CADD OPER (I) (II) $73.86	SECTY $87.78	CONST MANANGER $116.59	CONST REP $89.58	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	PRELIMINARY DESIGN																
4200	**PROJECT MEETING AND COORDINATION**																
	INITIAL PROJECT MEETING AND COORDINATION							3								3	$416.55
	SUBTOTAL			0	0	0	0	3	0	0	0	0	0	0	0	3	$ 416.55
				$0.00	$0.00	$0.00	$0.00	$416.55	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
4210	**DATA GATHERING / DESIGN CRITIERIA**																
	COLLECT AND REVIEW COUNTY DATA/ SITE CONDITIONS							2								2	$277.70
	VISIT SITE WITH CLIENT REPRESENTATIVES							2								2	$277.70
	SUBTOTAL			0	0	0	0	4	0	0	0	0	0	0	0	4	$555.40
				$0.00	$0.00	$0.00	$0.00	$555.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
4220	**PRELIMINARY DESIGN**																
	DETERMINE PRELIM DESIGN							3								3	$416.55
	PRELIM QUANITY TAKEOFF AND OPINION OF COST						2	1					1			4	$510.57
	SUBTOTAL			0	0	0	2	4	0	0	0	0	1	0	0	7	$927.12
				$0.00	$0.00	$0.00	$283.94	$555.40	$0.00	$0.00	$0.00	$0.00	$87.78	$0.00	$0.00		
	TOTAL HOURS - PRELIM DESIGN			**0**	**0**	**0**	**2**	**11**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**14**	
	TOTAL COST - PRELIM DESIGN			**$0.00**	**$0.00**	**$0.00**	**$283.94**	**$1,527.35**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$87.78**	**$0.00**	**$0.00**		**$1,899.07**
	TOTAL COST - PRELIMINARY DESIGN																**$1,899.07**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	0.00%	14.29%	78.57%	0.00%	0.00%	0.00%	0.00%	7.14%	0.00%	0.00%	100.00%	
	FINAL DESIGN																
5020	**90% PLANS**																
	COVER SHEET							2				8				10	$868.58
	CIVIL SITE PLAN						4					20				24	$2,045.08
	FACILITY LAYOUT PLAN						6					16				22	$2,033.58
	DETAILS						3					12				15	$1,312.23
	SPECIFICATION FRONT END DOCUMENTS							6					2			8	$1,008.66
	SPECIFICATIONS						6									6	$851.82
	QA/QC					2	4									6	$997.58
	SUBTOTAL			0	0	2	23	8	0	0	0	56	2	0	0	91	$ 9,117.53
				$0.00	$0.00	$429.70	$3,265.31	$1,110.80	$0.00	$0.00	$0.00	$4,136.16	$175.56	$0.00	$0.00		
5030	**FINAL PLANS**																
	FINAL GENERAL PLAN SHEETS						2	1				4				7	$718.23
	FINAL DETAILS AND TYPICAL SECTIONS SHEETS						2	1				4				7	$718.23
	FINAL SPECIFICATIONS						1	1					2			4	$456.38
	QA/QC					1	2	1								4	$637.64
	SUBTOTAL			0	0	1	7	4	0	0	0	8	2	0	0	22	$ 2,530.48
				$0.00	$0.00	$214.85	$993.79	$555.40	$0.00	$0.00	$0.00	$590.88	$175.56	$0.00	$0.00		
	TOTAL HOURS - FINAL DESIGN			**0**	**0**	**3**	**30**	**12**	**0**	**0**	**0**	**64**	**4**	**0**	**0**	**113**	
	TOTAL COST - FINAL DESIGN			**$0.00**	**$0.00**	**$644.55**	**$4,259.10**	**$1,666.20**	**$0.00**	**$0.00**	**$0.00**	**$4,727.04**	**$351.12**	**$0.00**	**$0.00**		**$11,648.01**
	TOTAL COST - FINAL DESIGN																**$11,648.01**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	2.65%	26.55%	10.62%	0.00%	0.00%	0.00%	56.64%	3.54%	0.00%	0.00%	100.00%	

Dannenbaum Engineering Company - McAllen, LLC
Client: Hidalgo County Head Start Program
Project Name: Hidalgo County Head Start Program - Palmview I - Relocate
Project Number: 4689-01

FEE BUDGET ESTIMATE
BASIC SERVICES - ARCHITECTURE AND ENGINEERING
HIDALGO COUNTY HEAD START PROGRAM - PALMVIEW I - RELOCATE
PRELIMINARY DESIGN / FINAL DESIGN / CPS

Prepared by: _____
Reviewed by: _____
Checked by: _____

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE QNTY	UNIT	MANHOURS PER TASK BY CLASSIFICATION: PRINCIPAL (VIII) $388.49	PROJECT MANAGER (VII) $247.92	SENIOR ENGR (V) $214.85	PROJ ENG (III) (IV) $141.97	ARCHITECT (VII) $138.85	ENGINEER (I) (II) $114.63	SR. ENG DGNR (III) $98.52	ENG DGNR (I)(II) $84.68	CADD OPER (I) (II) $73.86	SECTY $87.78	CONST MANANGER $116.59	CONST REP $89.58	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	CONSTRUCTION PHASE																
5040	**BIDDING PHASE ENGINEERING**																
	COORDINATE P&S REPRODUCTION							1					2			3	$314.41
	BIDDING ASSISTANCE							2								2	$277.70
	BID OPENING							2					1			3	$365.48
	BID TABULATION							1								1	$138.85
	RECOMMENDATION OF AWARD							1					1			2	$226.63
	NOTICE OF AWARD							1					1			2	$226.63
	REVIEW AND ASSEMBLE CONTRACTS							2					2			4	$453.26
	SUBTOTAL			0	0	0	0	10	0	0	0	0	7	0	0	17	$2,002.96
				$0.00	$0.00	$0.00	$0.00	$1,388.50	$0.00	$0.00	$0.00	$0.00	$614.46	$0.00	$0.00		
5050	**CONSTRUCTION PHASE ENGINEERING**																
	NOTICE TO PROCEED												1	1		2	$204.37
	PRECONSTRUCTION CONFERENCE													3		3	$349.77
	SHOP DRAWING REVIEW (FOUR AT ONE HOUR EACH)													4		4	$466.36
	SITE VISITS (THREE AT TWO HOURS EACH)								6					6		12	$1,387.32
	INTERPRETATIONS AND CLARIFICATIONS (FOUR AT 0.50 HOURS)													2		2	$233.18
	MONTHLY CONTRACTOR'S ESTIMATE (THREE MONTHS AT 1 HR)													3		3	$349.77
	CHANGE ORDERS															0	$0.00
	SUBTOTAL			0	0	0	0	0	6	0	0	0	1	19	0	26	$ 2,990.77
				$0.00	$0.00	$0.00	$0.00	$0.00	$687.78	$0.00	$0.00	$0.00	$87.78	$2,215.21	$0.00		
5060	**COMPLETION AND CLOSEOUT**																
	FINAL INSPECTION								3				1	3		7	$781.44
	CONTRACTOR'S FINAL PAY ESTIMATE												1	2		3	$277.07
	CERTIFICATE OF COMPLETION												1	1		2	$204.37
	RECORD AS BUILT DRAWINGS											2		1		3	$264.31
	SUBTOTAL			0	0	0	0	0	3	0	0	2	3	7	0	15	$1,527.19
				$0.00	$0.00	$0.00	$0.00	$0.00	$343.89	$0.00	$0.00	$147.72	$219.45	$816.13	$0.00		
	TOTAL HOURS - CONSTRUCTION PHASE			**0**	**0**	**0**	**0**	**10**	**9**	**0**	**0**	**2**	**11**	**26**	**0**	**58**	
	TOTAL COST - CONSTRUCTION PHASE			**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,388.50**	**$1,031.67**	**$0.00**	**$0.00**	**$147.72**	**$921.69**	**$3,031.34**	**$0.00**		**$6,520.92**
	TOTAL COST - CONSTRUCTION PHASE																**$6,520.92**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	0.00%	0.00%	17.39%	15.65%	0.00%	0.00%	3.48%	18.26%	45.22%	0.00%	100.00%	
	TOTAL HOURS - PRELIM ENG / FINAL DESIGN			**0**	**0**	**3**	**32**	**33**	**9**	**0**	**0**	**66**	**16**	**26**	**0**	**185**	
	TOTAL COST - PRELIM ENG / FINAL DESIGN			**$0.00**	**$0.00**	**$644.55**	**$4,543.04**	**$4,582.05**	**$1,031.67**	**$0.00**	**$0.00**	**$4,874.76**	**$1,360.59**	**$3,031.34**	**$0.00**		**$20,068.00**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	1.63%	17.34%	17.89%	4.88%	0.00%	0.00%	35.77%	8.40%	14.09%	0.00%	100.00%	

DIRECT EXPENSES	NO.	UNIT	QUANTITY/UNIT		QUANTITY	UNIT PRICE	AMOUNT
PLOTTING - 11 X 17 PAPER PLOTS		SETS		PLOTS/SET	0	1.50	$ -
PLOTTING - 22 X 34 PAPER PLOTS		SETS		PLOTS/SET	0	6.00	$ -
PLOTTING - COLOR PLOTS		SETS		PLOTS/SET	0	10.00	$ -
MYLAR PLOTS - 11 X 17		SETS		PLOTS/SET	0	10.00	$ -
REPRODUCTION - 8.5 X 11 PAPER COPIES		SETS		COPIES/SET	0	0.12	$ -
REPRODUCTION - 11 X 17 PAPER COPIES		SETS		COPIES/SET	0	0.15	$ -
OVERNIGHT CARRIER COST		PKGS		EACH	0	30.00	$ -
AUTO EXPENSE (Mileage)		TRIPS		MI /TRIP	0	0.50	$ -
TOTAL DIRECT EXPENSES							**$ -**

*** Travel costs include airfare, hotel, car rental and per diem.**

8.40% % OF TIME FOR PRINCIPAL, PROJECT MANAGER, AND SECRETARY
91.60% % of Billable Time
100.00% Total Contract

PRELIMINARY DESIGN	$1,899.07
FINAL DESIGN	$11,648.01
CONSTRUCTION PHASE SVS	$6,520.92
OTHER DIIRECT EXPENSEES	$ -
SUBTOTAL	**$ 20,068.00**
SUBCONSULTANTS	
SURVEY OF EXISTING LAND AND UTILITIES	$ 2,500.00
MECHANICAL/ELECTRICAL/PLUMBING ENGINEERING	$ 3,500.00
STRUCTURAL ENGINEERING	$ 9,000.00
TAS ACCESSIBILITY REVIEW, FILING AND INSPECTION	$ 925.00
SUBTOTAL	**$ 15,925.00**
GRAND TOTAL	**$ 35,993.00**

AI-32029 **Head Start** **12. F.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Summer Work Schedule

BACKGROUND

Policy Council Approval: 04.25.12

Fiscal Impact

Attachments

Summer Work Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/25/2012 04:45 PM
Auditor's Office	Arcilia Duran	04/26/2012 03:03 PM
Purchasing Department	Marty Salazar	04/27/2012 11:03 AM
Form Started By: Linda Galaviz		Started On: 04/23/2012 03:52 PM
Final Approval Date: 04/27/2012		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: April 25, 2012

SUBJECT: Discussion/Approval of Summer Work Schedule

RATIONALE/NEED: The Administrative Office staff is recommending working the four (4) day week this summer. The day will begin at 7:00 a.m. and end at 6:00 p.m. including one (1) hour for lunch. Administration Office staff were presented with three (3) options and the above summer work schedule received the majority of the votes.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Summer Work Schedule Results and Calendar

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

Summer Work Schedule
Results

Departments	OPTION 1 Monday - Thursday 7:00 am - 5:00 pm Friday- 7:00 am-11:00 am	OPTION 2 Monday - Thursday 8:00 am - 6:00 pm Friday- 8:00 am- 12:00 N	OPTION 3 Monday - Thursday 7:00 am - 6:00 pm Friday - Off	TOTAL VOTES
Administration			8	8
Education			7	7
Family Services		1	4	5
Finance			6	6
Health/Mental Health			7	7
Maintenance/Warehouse/ Transportation			26	26
M.I.S.			4	4
Child Nutrition			4	4
Personnel-Risk M. (Human Resources)	1		6	7
Procurement			4	4
Special Services			4	4
Staff Development			2	2
Transition			2	2
TOTALS	1	1	84	86

JUNE 2012 – Option 3

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
May 27	May 28 **HOLIDAY**	May 29 7:00am-6:00pm	May 30 7:00am-6:00pm	May 31 7:00am-6:00pm	1 Pay Day Office Closed	2
3	4 1st Cycle Begins 7:00am-6:00pm	5 7:00am-6:00pm	6 7:00am-6:00pm	7 7:00am-6:00pm	8 Office Closed	9
10	11 7:00am-6:00pm	12 7:00am-6:00pm	13 7:00am-6:00pm	14 7:00am-6:00pm	15 Pay Day Office Closed	16
17	18 2nd Cycle Begins Office Closed	19 Office Closed	20 Office Closed	21 Office Closed	22 Office Closed	23
24	25 Office Closed	26 Office Closed	27 Office Closed	28 Office Closed	29 Pay Day Office Closed	30

JULY 2012 – Option 3

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Office Closed	3 Office Closed	4 **HOLIDAY**	5 Office Closed	6 Office Closed	7
8	9 Office Closed	10 1st Cycle Returns 7:00am-6:00pm	11 7:00am-6:00pm	12 7:00am-6:00pm	13 Pay Day Office Closed	14
15	16 7:00am-6:00pm	17 7:00am-6:00pm	18 7:00am-6:00pm	19 7:00am-6:00pm	20 Office Closed	21
22	23 Regular Work Hours 8:00am-5:00pm	24 2nd Cycle Returns ALL Staff Returns	25	26	27 Pay Day	28
29	30	31				

AI-32041 **13. A.**

CC REGULAR

Meeting Date: 05/01/2012

Submitted By: Rebecca Gomez, EXECUTIVE OFFICE

Department:

Information

CAPTION

Consideration and approval to purchase a certain tract of land also known as Parcels 4 & 24 Mile 17 North Road Project.
(Pct. 1)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-121-085-0-711

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

BUDGETARY IMPACT:

Funds available as of 4/25/12.

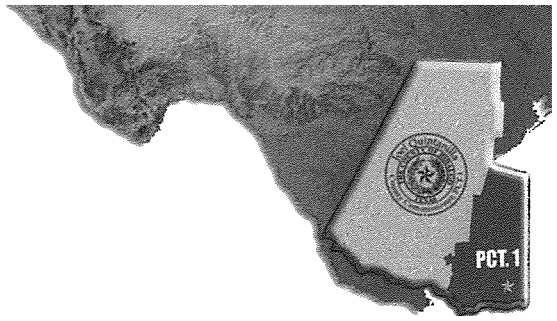
Attachments

Mile 17N- Parcel 4 & 24

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/24/2012 04:17 PM
Purchasing Department	agarcia	04/25/2012 02:19 PM
Form Started By: Rebecca Gomez		Started On: 04/24/2012 02:14 PM
Final Approval Date: 04/25/2012		

JOEL QUINTANILLA
County Commissioner
Hidalgo County PCT. 1



MEMO

TO: Commissioner's Court

FROM: Roy Gonzales R. G.
Right Of Way Agent

DATE: April 24, 2012

RE: Mile 17 North Road Project (Parcel # 4)
Barry and Linda Dickerson

Attached please find a letter provide by property owner for above-mentioned project.

Appraised Value:	$4,200.00
Difference	$2,100.00
Total:	$6,300.00

Approved; 4/24/12

Not Approved: _____

1902 Joe Stephens Ave. • Weslaco, TX 78596
Office: (956) 968-8733 • Fax (956) 969-1417 • Email: joel.quintanilla@co.hidalgo.tx.us

April 11, 2012

Barry Dickerson and Linda Dickerson
107 Laurel Drive
Weslaco, Texas 78596

Hidalgo County Precinct No. 1
1902 Joe Stephens Ave
Weslaco, Texas 78596

Re: Mile 17 North Road
Parcel # 4

Dear Mr. Gonzales,

Pursuant to my earlier conversations with you, we would like to request a counter offer to your earlier proposal concerning the acquisition of the referenced tract. Specifically, I am proposing a price of $6,300.00 for Parcel # 4. I believe these values are more in line with the recent sales in the immediate vicinity.

I am willing to sign a Warranty Deed upon my receipt of written acceptance of my counter offer, thereby avoiding the delay and expense of formal condemnation proceedings.

This offer will remain open for acceptance for a 30 day period from date hereof. Please contact me at your earliest convenience should you have any questions or comments regarding the above. With best regards, I remain.

Yours truly,

Barry Dickerson

Barry Dickerson

Form ROW-A-6
(Rev. 11/11)

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located along the southern frontage of Mile 17 North Road east of FM 3071, Hidalgo County, Texas.

District: NA

Property Owner: Barry Dickerson and Linda Dickerson

ROW CSJ: NA

Address of Property Owner: 107 Laurel Drive, Weslaco, Texas 78596

Parcel: 4

Occupant's Name: Vacant

Federal Project No: N/A

Whole: ☐ Partial: ☒ Acquisition

Highway: Mile 17 North Road

County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulpfur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $4,200.00 as of January 5, 2012, based upon my independent appraisal and the exercise of my professional judgment; on January 5, 2012, (date)(s), I personally inspected in the field the property herein appraised; I afforded Barry Dickerson and Linda Dickerson , the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 12, 2012, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo or officials of the Federal Highway Administration until authorized by County officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

February 10, 2012
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

rtificate of Appraisal

his appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Client & Intended User

The client for this report is identified as Hidalgo County Right-of-Way under the direction of Precinct No. 1 Honorable Hidalgo County Commissioner Joel Quintanilla. The part to be acquired is for the expansion of the existing road right-of-way of Mile 17 North Road. The intended use of the report is to assist Roy Gonzales, Right-of-Way Agent of Hidalgo County, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 1/1/2011. The intended user of the report is defined as Hidalgo County Right-of-Way Department, and may include governmental entities which may be participating in the project. Roy Gonzales shall be the project manager for this project under the direction of Honorable Joel Quintanilla, County Commissioner of Precinct No. 1. Mr. Gonzales has a local office located at 1902 Joe Stephens Avenue Weslaco, Texas and can be contacted at (956) 968-8733.

Scope of the Assignment

By purchase order number 664629 dated October 4, 2011 on behalf of the Hidalgo County Right-of-Way Department and Hidalgo County Precinct No. 1, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by Guzman & Muñoz Engineering dated August 8, 2011.

The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. The property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested in writing). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The sales have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along Mile 17 North Road and the surrounding market area were also reviewed in order to determine the current market asking prices for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way. The property owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject whole property in order to determine the value of the proposed right-of-way to be acquired in the name of the County of Hidalgo. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items which are not compensable and or may be handled through the Texas Department of Transportation Relocation Program. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." As per scope of the assignment, this is the manor of which the subject property shall be appraised for purposes of this report. If there are any questions or concerns as to this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

Accessibility To Subject Property

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition, the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of October 7, 2011. A copy of the certified letter is located within the addenda of this report. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way as per scope. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the southern frontage of Mile 17 North Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

The subject property shall be analyzed based on a 20.00 acre tract of land as indicated by Warranty Deed with recorded under Document No. 2180602 in the deed records of Hidalgo County, Texas.. The area for the part to be acquired is indicated as per survey provided by Guzman & Muñoz Engineering dated August 8, 2011. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 5.0 acre to 33.84 acres. These indicated economic unit values are used for the valuation of the proposed acquisition as the part to be acquired does not constitute an economic unit. Therefore, the pro-rata part of the whole is applied as the market valuation of the part to be acquired.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the net land area to be acquired is 0.30 acres or 13,068 square feet. The proposed acquisition is located along the most northern property line of the subject whole property. It dimensions include 660 lineal feet along the southern frontage of Mile 17 North Road. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as residential development use tract of land, which is based on the local market trends along Mile 17 North Road. This highest and best use is further explained on page 3.1 of this report.

To Be Acquired	**0.30**	**Acres**
	13,068	**Square Feet**

Legal Description: Part To Be Acquired

Being a 0.30 of an acre parcel of land out of and part of the Llano Grande Grant – Juan Jose Ynojosa De Balli, Abstract Number I-723, situated in Hidalgo County, Texas, Being a portion of Farm Tract 557 of Block 126 of the West and Adams Subdivision as depicted by the instrument recorded in Volume 2, Pages 34-37 of the map records of Hidalgo County Texas and being a portion of a called 20 acre tract for Barry Dickerson and Linda Dickerson. As described by the instrument recorded under Document Number 2180602 of the official records of Hidalgo County, Texas.

Remainder Before and After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired.

Property Tax Data

The property tax assessment was reviewed online and can be accessed via www.hidalgoad.org. According to the information provided by the Hidalgo County Appraisal District located at located at 4405 S. Professional Dr., Edinburg, Texas. The subject property was indicated to be under the ownership of Barry Dickerson and Linda Dickerson. This was found under the tax account 326162.

OWNER OF RECORD	BARRY DICKERSON AND LINDA DICKERSON
PROPERTY TAX IDENTIFICATION NO.	326162
IMPROVEMENT VALUE	$0.00
LAND VALUE	$85,275
AGRICULTURAL VALUE	$7,599
ASSESSED VALUE	$7,599
EXEMPTIONS	AG

General Site Assessment Statement

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed to be generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property.

Utility Services Available

The subject property is located in a region, which contains, potable water, electricity, cable, and phone service, which is typical of the market area. As per "Lucy" (956) 383-1618 an individual with the North Alamo Water Supply, NAWS supplies water from Mile 4 (FM 3071) along Mile 17 to PFC David Ybarra Middle School. Ms. "Lucy" further indicated no sewer lines are located in the area. As per Juan Olivarez (956) 272-5983 of the City of Edcouch, the city has water lines located along the southern side of the Mile 17 Road to PFC David Ybarra Middle School. Mr. Olivarez also indicated the City of Edcouch has sewer lines along Nixon Street. Nixon Street is located 625 lineal feet south of Mile 17 Road along the western side of FM 1015. The client, as per previous agreement with the public utility provider, informed the appraiser that all private utilities will be relocated, if affected by the part to be acquired and all necessary reconnections will be the responsibility of the utility provider. As such said relocation and reconnection cost shall not be included in the valuation of the part to be acquired.

Identification of Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

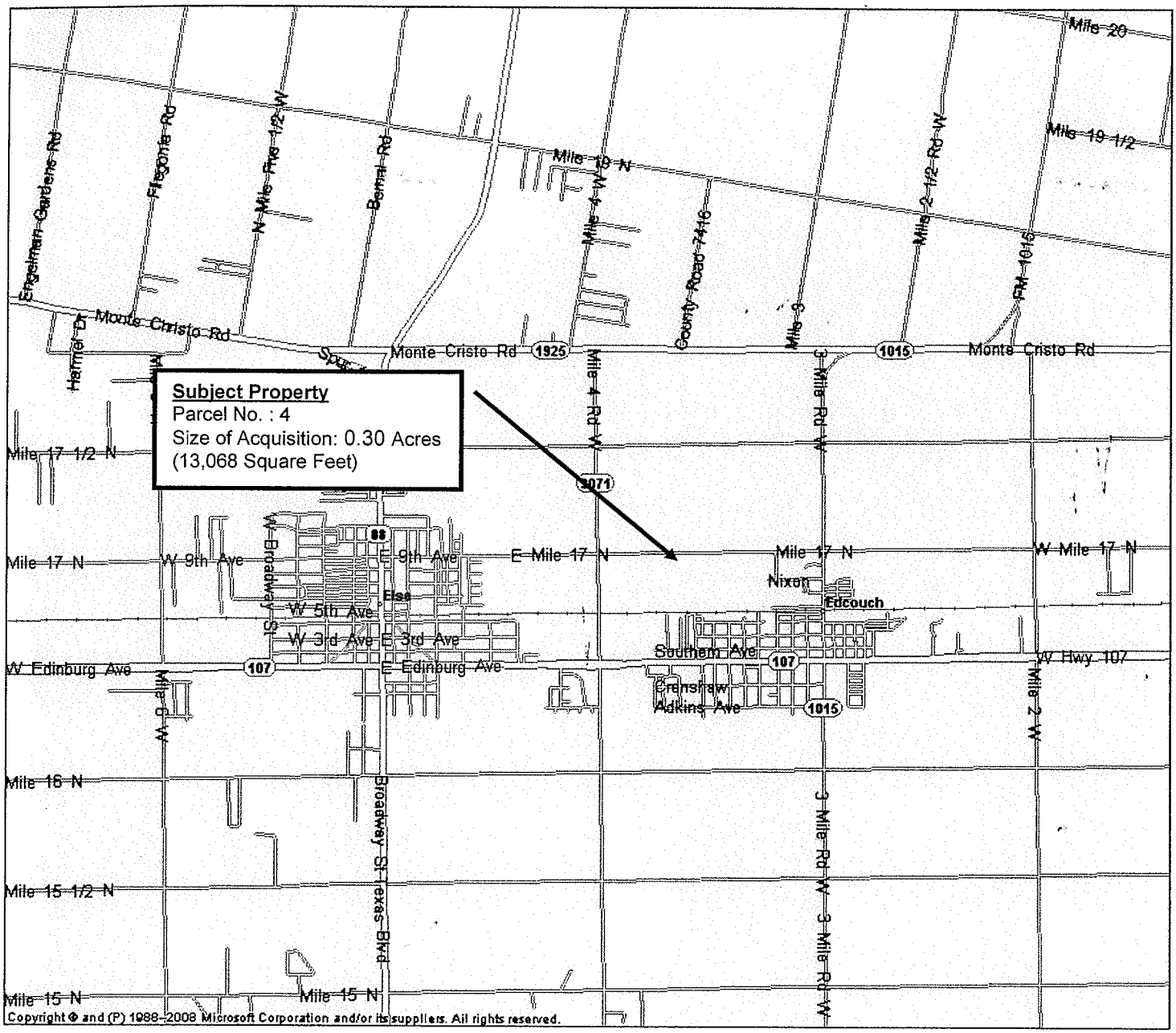
Current Listing Status

Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) month exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

LOCATION MAP OF SUBJECT PROPERTY



GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.

2020 East Expressway 83
Mercedes, Texas 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

EXHIBIT "A"

PARCEL 4

LEGAL DESCRIPTION

BEING 0.30 OF AN ACRE PARCEL OF LAND OUT OF AND PART OF THE LLANO GRANDE GRANT – JUAN JOSE YNOJOSA DE BALLI, ABSTRACT NUMBER I-723, SITUATED IN HIDALGO COUNTY, TEXAS, BEING A PORTION OF FARM TRACT FIVE-HUNDRED AND FIFTY SEVEN (557) OF BLOCK ONE-HUNDRED AND TWENTY SIX (126) OF THE WEST AND ADAMS SUBDIVISION AS DEPICTED BY THE INSTRUMENT RECORDED IN VOLUME 2, PAGES 34-37 OF THE MAP RECORDS OF HIDALGO COUNTY TEXAS AND BEING A PORTION OF A CALLED TWENTY (20) ACRE TRACT (REFERRED TO AS TRACT 1) FOR BARRY AND LINDA DICKERSON AS DESCRIBED BY THE INSTRUMENT RECORDED UNDER DOCUMENT NUMBER 2180602 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS; THE AFOREMENTIONED 0.30 OF AN ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a concrete nail found for the northeasterly corner of a called 0.80 of an acre tract of land for Joel & Hilda Reyes as described by the instrument recorded under Document Number 416306 of the Official Records of Hidalgo County, Texas, for the northwesterly corner of the aforementioned Dickerson tract, and in the called centerline of Mile 17 North Road (called 40 foot wide);

THENCE, South 01 degrees 15 minutes 18 seconds East, along the easterly line of the aforementioned Reyes tract and along the westerly line of the aforementioned Dickerson tract, a distance of 20.00 feet to a 1/2 inch iron rod set in the southerly right-of-way line of the aforementioned Mile 17 North Road for the **POINT OF BEGINNING** of the herein described parcel;

THENCE, North 88 degrees 44 minutes 42 seconds East, along the southerly right-of-way line of the aforementioned Mile 17 North Road and crossing the aforementioned Dickerson tract, a distance of 660.00 feet to 1/2 inch iron rod set in the westerly line of a called 10 acre tract for Herbert and Edna Vela as described by the instrument recorded in Volume 1919, Page 594 of the Deed Records of Hidalgo County, Texas;

THENCE, South 01 degrees 15 minutes 18 seconds East, along the westerly line of the aforementioned Vela tract and along the easterly line of the aforementioned Dickerson tract, a distance of 20.00 feet to a 1/2 inch iron rod set;

FIELD NOTES OF PART TO BE ACQUIRED (Page 2 of 2)

THENCE, South 88 degrees 44 minutes 42 seconds West, crossing the aforementioned Dickerson tract, a distance of 660.00 feet to a 1/2 inch iron rod set in the easterly line of Reyes tract and in the westerly line of the said Dickerson tract;

THENCE, North 01 degrees 15 minutes 18 seconds West, along the easterly line of the aforementioned Reyes tract and along the westerly line of the aforementioned Dickerson tract, a distance of 20.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing a calculated area of 0.30 of an acre of land, more or less.

THE BEARING BASIS OF THIS LEGAL DESCRIPTION IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH TEXAS ZONE, GPS DERIVED AND REFERENCED TO THE WESTERN DATA SYSTEM'S VIRTUAL NETWORK.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ACCOMPANYING SURVEY SKETCH BY SEPARATE INSTRUMENT, ONLY.

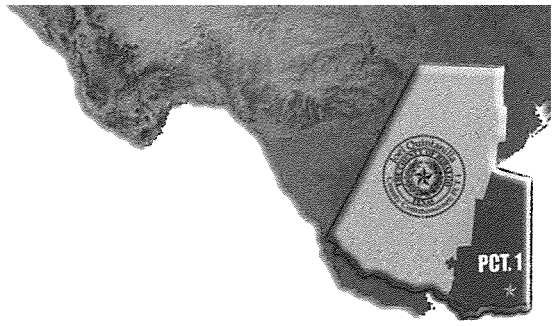
This legal description was prepared from an actual on the ground survey, performed under my supervision, and is true and correct to the best of my knowledge.

J. McCormack, TX RPLS No. 5237
Guzman & Munoz
Engineering and Surveying, Inc.

Date 08/02/11

z:\gmcs-2011\p734-mile 17n. rd\lots\p734_parcel 4_legal description.doc

JOEL QUINTANILLA
County Commissioner
Hidalgo County PCT. 1



MEMO

TO: Commissioner's Court

FROM: Roy Gonzales R. G.
Right Of Way Agent

DATE: April 24, 2012

RE: Mile 17 North Road Project (Parcel # 24)
Barry and Linda Dickerson

Attached please find a letter provide by property owner for above-mentioned project.

Appraised Value:	$12,740.00
Difference	$6,370.00
Total:	$19,110.00

Approved; _____ 4/24/12

Not Approved: _____

1902 Joe Stephens Ave. • Weslaco, TX 78596
Office: (956) 968-8733 • Fax (956) 969-1417 • Email: joel.quintanilla@co.hidalgo.tx.us

April 11, 2012

BARLIN, LTD., a Limited Partnership
107 Laurel Drive
Weslaco, Texas 78596

Hidalgo County Precinct No. 1
1902 Joe Stephens Ave
Weslaco, Texas 78596

Re: Mile 17 North Road
Parcel # 24

Dear Mr. Gonzales,

Pursuant to my earlier conversations with you, we would like to request a counter offer to your earlier proposal concerning the acquisition of the referenced tract. Specifically, I am proposing a price of $19,110.00 for Parcel # 24. I believe these values are more in line with the recent sales in the immediate vicinity.

I am willing to sign a Warranty Deed upon my receipt of written acceptance of my counter offer, thereby avoiding the delay and expense of formal condemnation proceedings.

This offer will remain open for acceptance for a 30 day period from date hereof. Please contact me at your earliest convenience should you have any questions or comments regarding the above. With best regards, I remain.

Yours truly,

Barry Dickerson

Barry Dickerson

Form ROW-A-6
(Rev. 11/11)

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located along the northern frontage of Mile 17 North Road east of FM 3071, Hidalgo County, Texas.

District: NA

Property Owner: Barlin, LTD

ROW CSJ: NA

Address of Property Owner: 107 Laurel Drive Weslaco, Texas 78596

Parcel: 24

Occupant's Name: Vacant

Federal Project No: N/A

Whole: ☐ Partial: ☒ Acquisition

Highway: Mile 17 North Road

County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $12,740.00 as of January 5, 2012, based upon my independent appraisal and the exercise of my professional judgment; on January 5, 2012, (date)(s), I personally inspected in the field the property herein appraised; I afforded Barry and Linda Dickerson aka Barlin, LTD , the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 12, 2012, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo or officials of the Federal Highway Administration until authorized by County officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

February 10, 2012
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

* A 6 *

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Client & Intended User

The client for this report is identified as Hidalgo County Right-of-Way under the direction of Precinct No. 1 Honorable Hidalgo County Commissioner Joel Quintanilla. The part to be acquired is for the expansion of the existing road right-of-way of Mile 17 North Road. The intended use of the report is to assist Roy Gonzales, Right-of-Way Agent of Hidalgo County, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 11/2011. The intended user of the report is defined as Hidalgo County Right-of-Way Department, and may include governmental entities which may be participating in the project. Roy Gonzales shall be the project manager for this project under the direction of Honorable Joel Quintanilla, County Commissioner of Precinct No. 1. Mr. Gonzales has a local office located at 1902 Joe Stephens Avenue Weslaco, Texas and can be contacted at (956) 968-8733.

Scope of the Assignment

By purchase order number 664629 dated October 4, 2011 on behalf of the Hidalgo County Right-of-Way Department and Hidalgo County Precinct No. 1, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by Guzman & Muñoz Engineering dated August 8, 2011.

The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. The property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested in writing). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The sales have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along Mile 17 North Road and the surrounding market area were also reviewed in order to determine the current market asking prices for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way. The property owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject whole property in order to determine the value of the proposed right-of-way to be acquired in the name of the County of Hidalgo. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items which are not compensable and or may be handled through the Texas Department of Transportation Relocation Program. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." As per scope of the assignment, this is the manor of which the subject property shall be appraised for purposes of this report. If there are any questions or concerns as to this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

Accessibility To Subject Property

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition, the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of October 7, 2011. A copy of the certified letter is located within the addenda of this report. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way as per scope. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the northern frontage of Mile 17 North Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

The subject property shall be analyzed based on a 40.00 acre tract of land as indicated by Warranty Deed with recorded under Document No. 2232300 in the deed records of Hidalgo County, Texas.. The area for the part to be acquired is indicated as per survey provided by Guzman & Muñoz Engineering dated August 8, 2011. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 5.0 acre to 33.84 acres. These indicated economic unit values are used for the valuation of the proposed acquisition as the part to be acquired does not constitute an economic unit. Therefore, the pro-rata part of the whole is applied as the market valuation of the part to be acquired.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the net land area to be acquired is 0.91 acres or 39,640 square feet. The proposed acquisition is located along the most southern property line of the subject whole property, and has 1,320' lineal feet along the northern frontage of Mile 17 North Road. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use for residential development use, which is based on the local market trends along Mile 17 North Road. This highest and best use is further explained on page 3.1 of this report.

To Be Acquired	0.91 Acres
	39,640 Square Feet

Legal Description: Part To Be Acquired

Being a 0.91 of an acre parcel of land out of and part of the Llano Grande Grant – Juan Jose Ynojosa De Balli, Abstract Number I-723, situated in Hidalgo County, Texas, Being a portion of Farm Tract 613 of Block 125 of the West and Adams Subdivision as depicted by the instrument recorded in Volume 2, Pages 34-37 of the map records of Hidalgo County Texas and being a portion of a called 10 acre tract for Barlin, LTD. As described by the instrument recorded under Document Number 2232300 of the official records of Hidalgo County, Texas.

Remainder Before and After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired.

Property Tax Data

The property tax assessment was reviewed online and can be accessed via www.hidalgoad.org. According to the information provided by the Hidalgo County Appraisal District located at located at 4405 S. Professional Dr., Edinburg, Texas. The subject property was indicated to be under the ownership of Barry Dickerson and Linda Dickerson. This was found under the tax account 326344.

OWNER OF RECORD	BARRY DICKERSON AND LINDA DICKERSON
PROPERTY TAX IDENTIFICATION NO.	326344
IMPROVEMENT VALUE	$0.00
LAND VALUE	$168,435
AGRICULTURAL VALUE	$15,009
ASSESSED VALUE	$15,009
EXEMPTIONS	AG

General Site Assessment Statement

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed to be generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property.

Utility Services Available

The subject property is located in a region, which contains, potable water, electricity, cable, and phone service, which is typical of the market area. As per "Lucy" (956) 383-1618 an individual with the North Alamo Water Supply, NAWS supplies water from Mile 4 (FM 3071) along Mile 17 to PFC David Ybarra Middle School. Ms. "Lucy" further indicated no sewer lines are located in the area. As per Juan Olivarez (956) 272-5983 of the City of Edcouch, the city has water lines located along the southern side of the Mile 17 Road to PFC David Ybarra Middle School. Mr. Olivarez also indicated the City of Edcouch has sewer lines along Nixon Street. Nixon Street is located 625 lineal feet south of Mile 17 Road along the western side of FM 1015. The client, as per previous agreement with the public utility provider, informed the appraiser that all private utilities will be relocated, if affected by the part to be acquired and all necessary reconnections will be the responsibility of the utility provider. As such said relocation and reconnection cost shall not be included in the valuation of the part to be acquired.

Identification of Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

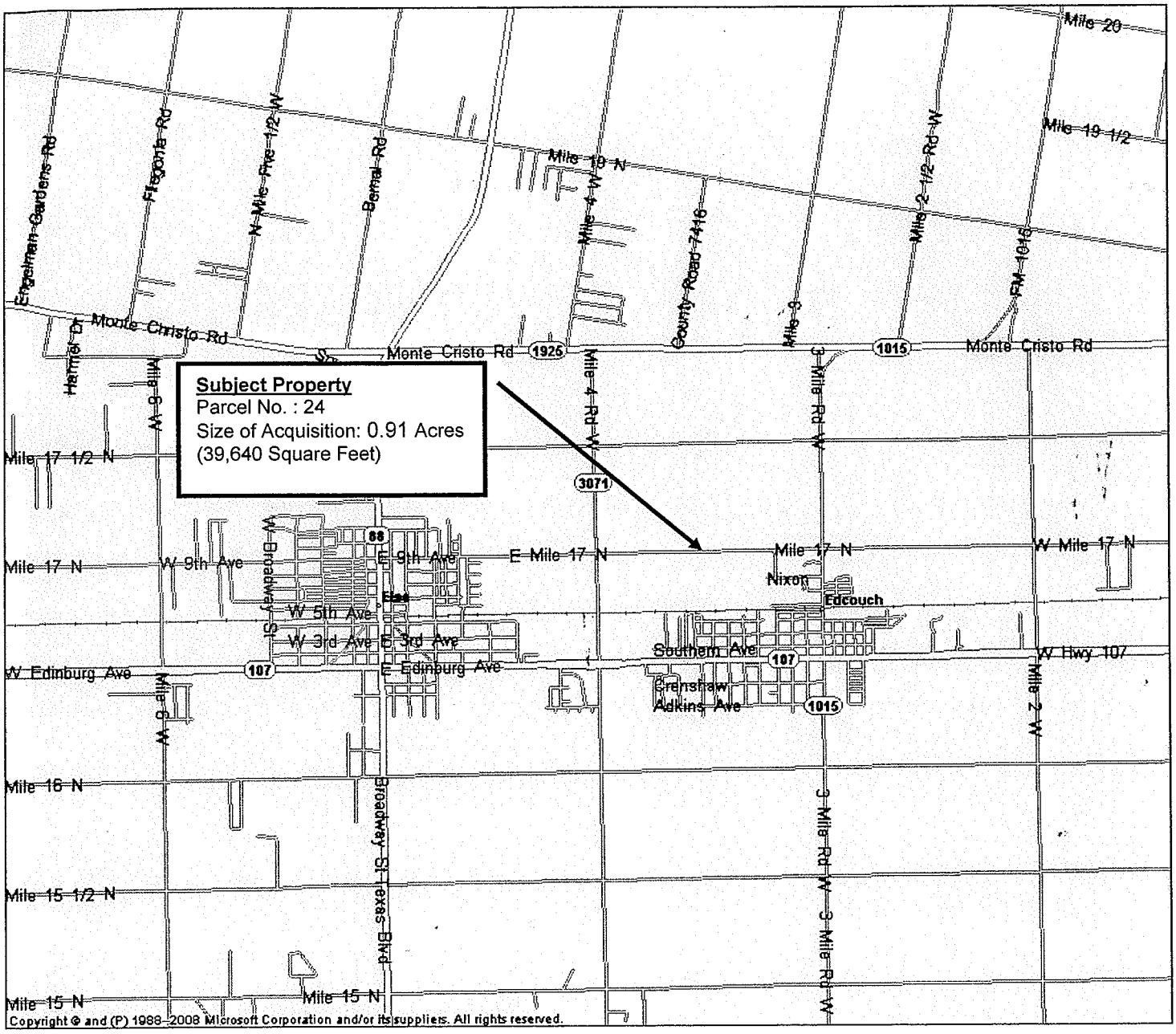
Current Listing Status

Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) month exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

LOCATION MAP OF SUBJECT PROPERTY



GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.

2020 East Expressway 83
Mercedes, Texas 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

EXHIBIT "A"

PARCEL 24

LEGAL DESCRIPTION

BEING 0.91 OF AN ACRE PARCEL OF LAND OUT OF AND PART OF THE LLANO GRANDE GRANT – JUAN JOSE YNOJOSA DE BALLI, ABSTRACT NUMBER I-723, SITUATED IN HIDALGO COUNTY, TEXAS, BEING A PORTION OF FARM TRACT SIX-HUNDRED AND THIRTEEN (613) OF BLOCK ONE-HUNDRED AND TWENTY-FIVE (125) OF THE WEST AND ADAMS SUBDIVISION AS DEPICTED BY THE INSTRUMENT RECORDED IN VOLUME 2, PAGES 34-37 OF THE MAP RECORDS OF HIDALGO COUNTY TEXAS AND BEING A PORTION OF A CALLED 40 ACRE TRACT FOR BARRY AND LINDA DICKERSON AS DESCRIBED BY THE INSTRUMENT RECORDED UNDER DOCUMENT NUMBER 2180602 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS; THE AFOREMENTIONED 0.91 OF AN ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a cotton spindle found for the southwesterly corner of the aforementioned Dickerson tract, and the southeasterly corner of a called 20 acre tract of land for Neal Gordon Galloway as described by the instrument recorded under Document Number 389669 of the Official Records of Hidalgo County, Texas, and in the called centerline of Mile 17 North Road (called 40 foot wide);

THENCE, North 01 degrees 15 minutes 18 seconds West, along the easterly line of the aforementioned Galloway tract and along the westerly line of the aforementioned Dickerson tract, a distance of 20.00 feet to a 1/2 inch iron rod set in the northerly right-of-way line of the aforementioned Mile 17 North Road, and for the **POINT OF BEGINNING** of the herein described parcel, from which a concrete monument found bears South 85 degrees 01 minutes 05 seconds East at a distance of 14.30 feet;

THENCE, North 01 degrees 15 minutes 18 seconds West, along the easterly line of the aforementioned Galloway tract and along the westerly line of the aforementioned Dickerson tract, a distance of 30.00 feet to a 1/2 inch iron rod set

THENCE, North 88 degrees 44 minutes 42 seconds East, crossing the aforementioned Dickerson tract, a distance of 1320.00 feet to a 1/2 inch iron rod set in the westerly line of a called 32.65 acre tract of land for Bell Brother as described by the instrument recorded in Volume 1934, Page 90 of the Deed Records and in the easterly line of the said Dickerson tract;

FIELD NOTES OF PART TO BE ACQUIRED (Page 2 of 2)

THENCE, South 01 degrees 15 minutes 18 seconds East, along the easterly line of the aforementioned Dickerson tract and along the westerly line of the aforementioned Bell Brothers tract, a distance of 30.00 feet to a 1/2 inch iron rod set in the northerly right-of-way line of the aforementioned Mile 17 North Road;

THENCE, South 88 degrees 44 minutes 42 seconds West, crossing the aforementioned Dickerson tract, a distance of 1320.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing a calculated area of 0.91 of an acre of land, more or less.

THE BEARING BASIS OF THIS LEGAL DESCRIPTION IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH TEXAS ZONE, GPS DERIVED AND REFERENCED TO THE WESTERN DATA SYSTEM'S VIRTUAL NETWORK.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ACCOMPANYING SURVEY SKETCH BY SEPARATE INSTRUMENT, ONLY.

This legal description was prepared from an actual on the ground survey, performed under my supervision, and is true and correct to the best of my knowledge.

J. McCormack, TX. RPLS No. 5237
Guzman & Munoz
Engineering and Surveying, Inc.

Date

z:\gmes-2011\p734-mile 17n. rd\lots\p734_parcel 24_legal description.doc

AI-32114 **13. B.**

CC REGULAR

Meeting Date: 05/01/2012

Submitted By: Rebecca Gomez, EXECUTIVE OFFICE

Department:

Information

CAPTION

Approval to accept Road Donation for the Lopezville Park Project in Pct.2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-452-00-122-054-0-719

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

BUDGETARY IMPACT:

Pct. 2 - Lopezville Park Project Road Donation. Available funds as of 04/27/2012.

Attachments

Road Donation- Pct.2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/27/2012 07:54 AM
Purchasing Department	agarcia	04/27/2012 04:30 PM
Form Started By: Rebecca Gomez		Started On: 04/26/2012 04:37 PM
Final Approval Date: 04/27/2012		

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

Chapter 11, Sec. 11.008 Texas Property Code

DONATION DEED
50 Foot Road Right of Way

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

That, /We, **Solida Administradora de Portafolios, S.A. de C.V., a Mexico Corporation** of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One Dollars ($1.00) to Grantors in hand paid by the County of Hidalgo ,acting by and through the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land lying and being situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 20th day of April, 2012.

Solida Administradora de Portofios, S.A. de C.V., a Mexico Corporation

Gregory Allen Harris, Its Attorney in Fact

Roberto Alfredo Bichara Talamas, Its Attorney In Fact

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 20th day of April, 2012 by Gregory Allen Harris, Attorney in Fact for **Solida Administradora de Portafolios, S.A. de C.V.., a Mexico Corporation**, on behalf of said Corporation.

LETICIA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
07-21-2012

Leticia Rodriguez
Notary Public, State of Texas

Leticia Rodriguez
Notary's Printed Name

Commission Expires: 7/21/12

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 20th day of April, 2012 by Roberto Alfredo Bichara Talamas, Attorney in Fact for **Solida Administradora de Portafolios, S.A. de C.V.., a Mexico Corporation**, on behalf of said Corporation.

LETICIA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
07-21-2012

Leticia Rodriguez
Notary Public, State of Texas

Leticia Rodriguez
Notary's Printed Name

Commission Expires: 7/21/12

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956-782-2557 • (FAX) 956-782-2558
Engineering Firm #486 • Surveying Firm #101650

EXHIBIT-A
METES AND BOUNDS DESCRIPTION
OF
(50.00 FOOT ROAD RIGHT OF WAY)
A 0.58 OF AN ACRE OF LAND OUT OF
A 10.00-ACRE TRACT OUT
OF LOT 4, BLOCK 6,
JOHN CLOSNER et. al. SUBDIVISION,
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN
VOLUME 0, PAGE 4, M.R.H.C.

Being a 0.58 of an acre of land out of a 10.00-acre tract out of Lot 4, Block 6, John Closner et. al. Subdivision, Hidalgo County, Texas, as per map recorded in Volume 0, Page 4, Map Records of Hidalgo County, Texas. Said 10.00-acre tract is vested to Solida Administrador de Portafolios, S.A. de C.V., a Mexico corporation from Inter National Bank, a national banking association by virtue of a Special Warranty Deed dated November 24, 2010, and recorded in Document No. 2158186, Official Records of Hidalgo County, Texas, Said 0.58 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at a cotton picker spindle found at the Northeast corner of Lot 4, Block 6, John Closner et. al. Subdivision, **Thence**, North 81 degrees 31 minutes 00 seconds West, with the North line of Lot 4, Block 6, John Closner et. al. Subdivision, a distance of 499.44 feet to a cotton picker spindle set at the Northwest corner of said 10-00 acre tract; Thence South 08 degrees 29 minutes 00 seconds West, with the West line of said 10-00 acre tract, a distance of 20.00 feet to a No. 4 rebar found at the South Right of Way line of Minnesota Road for the Northwest corner of this tract of land and the **POINT OF BEGINNING**;

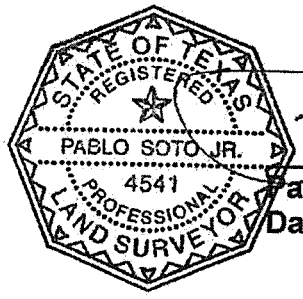
THENCE, South 81 degrees 31 minutes 00 seconds East, with the South Right of Way line of said Minnesota Road, a distance of 50.00 feet to a No. 4 rebar set (with plastic cap stamped RGEC) for the Northeast corner of this tract of land;

THENCE, South 08 degrees 29 minutes 00 seconds West, parallel to the East line of said Lot 4, Block 6, a distance of 503.31 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southeast corner of this tract of land;

THENCE, North 81 degrees 31 minutes 00 seconds West, parallel to the North line of said Lot 4, Block 6, a distance of 50.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southwest corner of this tract of land;

THENCE, North 08 degrees 29 minute 00 seconds East, with the West line of said 10.00-acre tract, a distance of 503.31 feet to feet to the **POINT OF BEGINNING** and containing 0.58 of an acre of land, more or less;

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 12/1/11

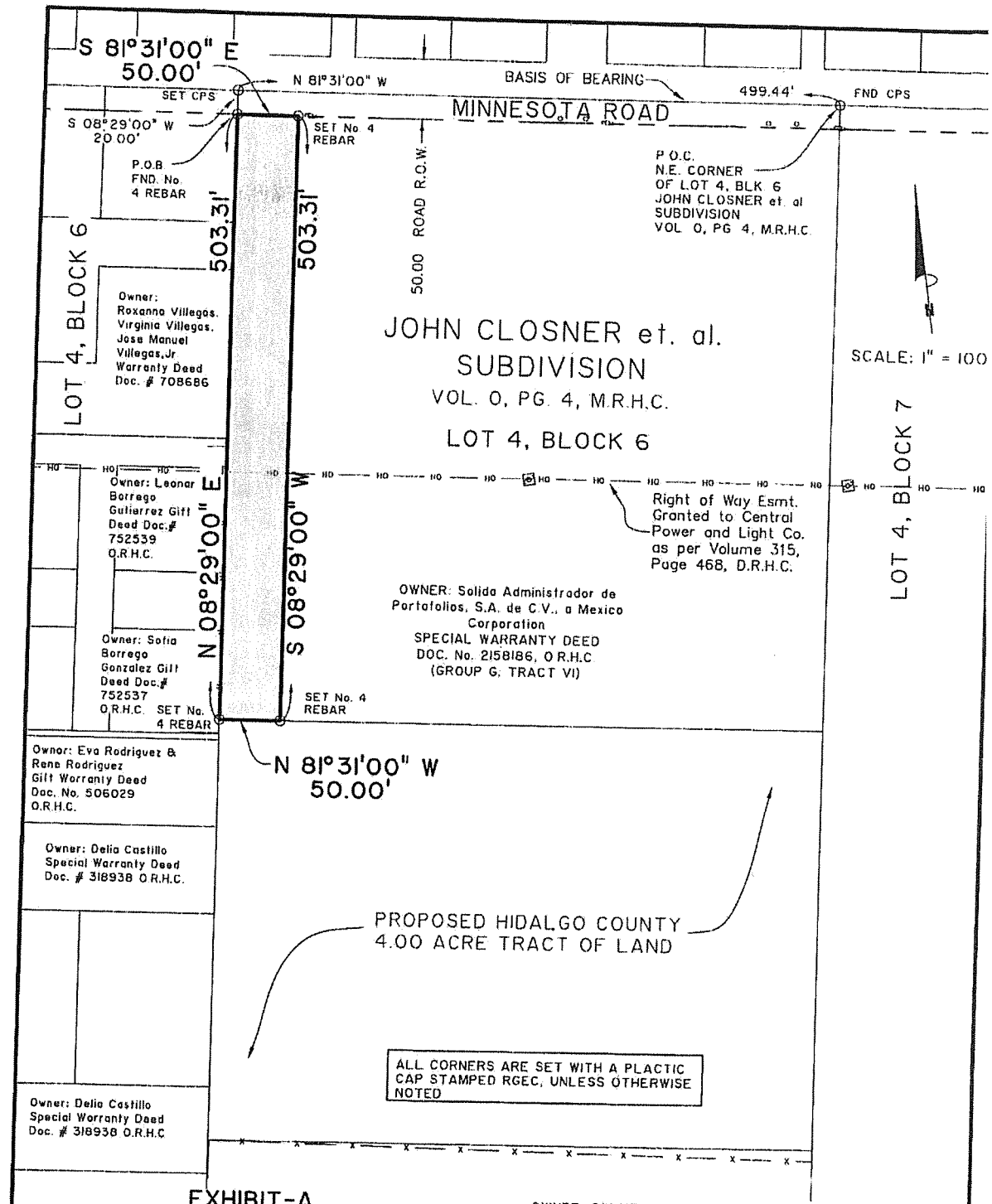


EXHIBIT-A
SURVEY PLAT
OF
(50.00 FOOT ROAD RIGHT OF WAY)
A 0.58 OF AN ACRE OF LAND OUT OF A 10.0-ACRE TRACT OUT OF LOT 4, BLOCK 6, JOHN CLOSNER et. al. SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 0, PAGE 4, M.R.H.C.

OWNER: COUNTY OF HIDALGO
WARRANTY DEED
DOC. No. 508550, O.R.H.C.

PROPOSED INSURED:
THE COUNTY OF HIDALGO

Any certification expressed or implied herein is invalid without the original signature and seal of Pablo Soto, Jr. Alteration of this document, except by a licensed land surveyor is illegal.

I, Pablo Soto, Jr., hereby state that this survey was performed on the ground under my supervision and that this survey correctly represents the facts found at the time of the survey

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 12/1/11

GF No.: 127215

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No. 101650-00

JOB No.: ENGI0107	DATE: NOV. 28 2011
DRAWN BY: RG	PAGE: 3 OF 3

BUYER'S ACCEPTANCE OF DEED

The undersigned Buyer hereby accepts and consents to the form of Deed attached hereto including, but not limited to, the provision(s) concerning title exceptions contained therein, and acknowledges that same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the event of any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

BUYER:

County of Hidalgo, Texas

_____

By: Ramon Garcia, County Judge

DATED: **April 20, 2012**

AI-32110 **13. C.**

CC REGULAR

Meeting Date: 05/01/2012

Submitted By: Rebecca Gomez, EXECUTIVE OFFICE

Department:

Information

CAPTION

Authorization for County Judge to execute closing documents for the Lopezville Park Project- Pct.2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-452-00-122-054-0-719

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

BUDGETARY IMPACT:

Available funds as of 04/27/2012.

Attachments

Pct 2 Solida Admin.Portafolios

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/27/2012 07:53 AM
Purchasing Department	agarcia	04/27/2012 04:30 PM
Form Started By: Rebecca Gomez		Started On: 04/26/2012 04:06 PM
Final Approval Date: 04/27/2012		

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: April 20, 2012

GRANTOR: SOLIDA ADMINISTRADORA DE PORTAFOLIOS, S.A. DE C.V., A MEXICAN CORPORATION
GRANTOR'S MAILING ADDRESS (including county): 1801 S. 2nd St., McAllen, Hidalgo County, Texas 78503

GRANTEE: COUNTY OF HIDALGO, TEXAS
GRANTEE'S MAILING ADDRESS (including county): P. O. Box 758, Edinburg, Hidalgo County, Texas 78540-0758

CONSIDERATION: TEN AND NO/100THS DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED

PROPERTY:
Exhibit "A" attached hereto and made a part hereof for all purposes.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Exhibit "B" attached hereto and made a part hereof for all purposes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors and assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and heirs to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor but not otherwise.

Grantor has executed and delivered this deed and has granted, bargained, sold and conveyed the Property, and Grantee has accepted this deed and has purchased the Property on an "AS IS, WHERE IS", basis and GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO THE CONDITION OF THE IMPROVEMENTS LOCATED ON THE PROPERTY, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

When the context requires, singular nouns and pronouns include the plural.

SOLIDA ADMINISTRADORA DE PORTAFOLIOS, S.A. DE C.V., A MEXICAN CORPORATION

BY: _____
GREGORY ALLEN HARRIS, ITS ATTORNEY IN FACT

BY: _____
ROBERTO ALFREDO BICHARA TALAMAS, ITS ATTORNEY IN FACT

(Corporate Acknowledgments)

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 20th day of April, 2012 by GREGORY ALLEN HARRIS, ATTORNEY IN FACT FOR SOLIDA ADMINISTRADORA DE PORTAFOLIOS, S.A. DE C.V., A MEXICAN CORPORATION, ON BEHALF OF SAID CORPORATION.

LETICIA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
07-21-2012

Notary Public, State of Texas
Notary's Printed Name: Leticia Rodriguez
Commission Expires: 7/21/12

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 20th day of April, 2012 by ROBERTO ALFREDO BICHARA TALAMAS, ATTORNEY IN FACT FOR SOLIDA ADMINISTRADORA DE PORTAFOLIOS, S.A. DE C.V., A MEXICAN CORPORATION, ON BEHALF OF SAID CORPORATION.

LETICIA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
07-21-2012

Notary Public, State of Texas
Notary's Printed Name: Leticia Rodriguez
Commission Expires: 7/21/12

AFTER RECORDING RETURN TO:
County of Hidalgo, Texas
P. O. Box 758
Edinburg, Texas 78540-0758

PREPARED IN THE OFFICE OF:
LAW OFFICE OF MICHAEL J. DALEY, PLLC
1801 S. 2nd St., Suite 370
McAllen, Texas 78503
(112-5399)

EXHIBIT "A"

Legal description of the land:
Being a 4.00 acre tract of land, more or less, out of a 10.00 acre tract out of Lot 4, Block 6, JOHN CLOSNER ET. AL. SUBDIVISION, Hidalgo County, Texas, as per map recorded in Volume 0, Page 4, Map Records of Hidalgo County, Texas. Said 10.00 acre tract is vested to Solida Administrador de Portafolios, S.A. de C.V., a Mexico corporation from Inter National Bank, a national banking association by virtue of a Special Warranty Deed dated November 24, 2010, and recorded in Document No. 2158186, Official Records of Hidalgo County, Texas, Said 4.00-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a cotton picker spindle found at the Northeast corner of Lot 4, Block 6, John Closner et. al. Subdivision, Thence, South 08 degrees 29 minutes 00 seconds West, with the East line of Lot 4, Block 6, John Closner et. al. Subdivision, a distance of 523.31 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, continuing South 08 degrees 29 minutes 00 seconds West, with the East line of said Lot 4, Block 6, a distance of 348.87 feet to a No.5 rebar found at the Southeast corner of said 10.00-acre tract for the Southeast corner of this tract of land;

THENCE, North 81 degrees 31 minutes 00 seconds West, with the South line of said 10.00 acre tract, a distance of 499.44 feet to a No. 5 rebar found at the Southwest corner of said 10.00 acre tract for the Southwest corner of this tract of land;

THENCE, North 08 degrees 29 minute 00 seconds East, with the East line of said 10.00 acre tract, a distance of 348.87 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northwest corner of this tract of land;

THENCE, South 81 degrees 31 minutes 00 seconds East, parallel to the South line of said Lot 4, Block 6, a distance of 499.44 feet to the POINT OF BEGINNING.

EXHIBIT "B"

Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2.

Easements and reservations as shown on the map and dedication of John Closner Subdivision, recorded in Volume 0, Page 4, Map Records, Hidalgo County, Texas.

Easement reserved in Deed dated July 1, 1912, recorded in Volume 19, Page 265, Deed Records, Hidalgo County, Texas.

Easement reserved in Deed dated October 5, 1944, recorded in Volume 538, Page 257, Deed Records, Hidalgo County, Texas.

Easement reserved in Deed dated October 5, 1944, recorded in Volume 541, Page 440, Deed Records, Hidalgo County, Texas.

Easement reserved in Deed dated August 14, 1944, recorded in Volume 660, Page 245, Deed Records, Hidalgo County, Texas.

Mineral and/or royalty reservation contained in instruments dated April 17, 1958, recorded in Volume 913, Page 519, Deed Records and instrument filed March 18, 2002 under Document Number 1062905, Official Records of Hidalgo County, Texas.

Oil, Gas, and Mineral Leases dated January 26, 1935, recorded in Volume 17, Page 484, dated March 6, 1954, recorded in Volume 155, Page 252, dated November 8, 1962, recorded in Volume 272, Page 663, Volume 272, Page 665, dated September 13, 1976, recorded in Volume 362, Page 595 and dated September 10, 1976, recorded in Volume 362, Page 598, Oil and Gas Records, Hidalgo County, Texas.

Oil, Gas and Mineral Leases in favor of Samson Lone Star Limited Partnership, filed January 13, 1998, under Document Number 647729, filed March 11, 1998, under Document Number 660813, filed April 7, 1998, under Document Number 667850, filed February 22, 1999, under Document Number 750421; filed May 13, 1999 under Document Number 773520 and filed November 2, 1999 under Document Number 819759, filed January 19, 2001, under Document Number 936916 and filed April 24, 2002, under Document Number 1075946 and filed May 9, 2002 under Document Number 1081272, Official Records, Hidalgo County, Texas.

Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument filed July 14, 2000 under Document Number 888450, filed January 10, 2001 under Document Number 934688 and filed December 18, 2001 under Document Number 1034317, Official Records of Hidalgo County, Texas.

Visible and apparent easements on or across the property herein described.

Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

Any part thereof lies within canal right of way claimed in fee simple by Hidalgo County Irrigation District No.2

Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.

Taxes for the year 2012 and subsequent years which Grantee herein assumes and agrees to pay.

AFFIDAVIT REGARDING POWER OF ATTORNEY

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned Notary Public, on this day personally appeared GREGORY ALLEN HARRIS AND ROBERTO ALFREDO BICHARA TALAMAS, personally known to me to be the persons whose names are subscribed hereto, and who, being duly sworn, on their oaths swore that the following facts were true and correct:

Pursuant to that power of attorney dated November 22, 2010, we have been named as agents and attorneys in fact for SOLIDA ADMINISTRADORA DE PORTAFOLIOS, S.A. DE C.V., A MEXICAN CORPORATION ("Principal").

1. This Affidavit concerns the following real property ("Property"):

   Exhibit "A" attached hereto and made a part hereof for all purposes.

2. We are authorized pursuant to the power of attorney to act on behalf of Principal by selling and conveying the land.

3. We are authorized to execute any related documents to complete the transaction.

4. The power of attorney has not been terminated and is still valid and in effect.

5. We understand and agree that VALLEY LAND TITLE COMPANY and ALLIANT NATIONAL TITLE INSURANCE COMPANY are acting in good faith under and in reliance on the power of attorney and on our authority to convey or mortgage the Property on behalf of Principal.

Dated this the 20th day of April, 2012

GREGORY ALLEN HARRIS

ROBERTO ALFREDO BICHARA TALAMAS

SOLIDA ADMINISTRADORA DE PORTAFOLIOS,
S.A. DE C.V., A MEXICAN CORPORATION

BY: _____
GREGORY ALLEN HARRIS, ITS ATTORNEY-IN-FACT

BY: _____
ROBERTO ALFREDO BICHARA TALAMAS, ITS ATTORNEY-IN-FACT

SUBSCRIBED AND SWORN TO BEFORE ME, by the above-named Affiant on the 20th day of April, 2012, to certify which witness my hand and official seal.

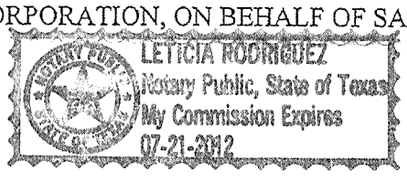
LETICIA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
07-21-2012

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 10th day of April, 2012 by Gregory Allen Harris and Roberto Alfredo Bichara Talamas, Individually and as Attorneys-in-fact for SOLIDA ADMINISTRADORA DE PORTAFOLIOS, S.A. DE C.V., A MEXICAN CORPORATION, ON BEHALF OF SAID CORPORATION.



Notary Public, State of Texas

Prepared by:
The Law Office of Michael J. Daley, PLLC
1801 S. 2nd St., Suite 370
McAllen, Texas 78503
File No. 112-5399

AI-31933 **Planning Department** **14. A.**

CC REGULAR

Meeting Date: 05/01/2012

Submitted By: Irma Castillo,
PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

Cancellation of a portion of La Blanca Townsite as per Texas LGC 232.008 - Pct. 1

BACKGROUND

Fiscal Impact

Attachments

Cancellation of a portion of La Blanca Townsite

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/17/2012 09:04 AM
Purchasing Department	agarcia	04/25/2012 02:19 PM
Form Started By: Irma Castillo		Started On: 04/17/2012 08:24 AM
Final Approval Date: 04/25/2012		

Hidalgo County
Planning
Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: Hidalgo County Commissioners' Court

From: Raul E. Sesin, P.E., C.F.M., Planning Administrator

Date: April 16, 2012

Via: Commissioners' Court Agenda

Re: Cancellation of a portion of La Blanca Townsite

As per Texas Local Government Code 232.008, we are requesting approval from the Court to cancel a portion of the above mentioned subdivision including all dedicated streets, easements, and lots. The tract shall revert to its original metes and bounds description which is attached as exhibit "C".

Our department is recommending approval of the cancellation due to the fact that at no time was this subdivision developed. Also, the owner's do not wish to ever develop the property as such and have petitioned to have the property revert to a raw tract of land as described in exhibit "C".

You may contact me at (956)318-2840 if you have any questions regarding this agenda item.

Thank You.

*** * * END OF MEMORANDUM * * ***

COMMISSIONERS' COURT
COUNTY OF HIDALGO
STATE OF TEXAS

APPLICATION FOR CANCELLATION OF PORTION OF SUBDIVISION

TO THE HONORABLE COMMISSIONERS OF HIDALGO COUNTY, TEXAS:

The undersigned applies for cancellation of part of a subdivision, including any and all dedicated easements and roadways within, to reestablish the property as a non-subdivided acreage tract pursuant to Section 232.008 of the Texas Local Government code. In support, applicant represents and states as follows:

1. **Applicant**: El Paso Remediation Company is the owner of record of the property under application, comprising greater than 75% of the subdivision.

2. **Name of Subdivision**: La Blanca Townsite, being a subdivision of Blocks 203, 204 and N½ 198 (except north 80 feet) La Blanca Tract, from the Llano Grande and La Blanca Grants, as recorded in Volume 4, Page 31 of the Plat Records of Hidalgo County, Texas.

3. **Legal Description of Property Under Application**: As described on Exhibit A , attached hereto.

4. Cancellation of part of the subdivision does not interfere with the established rights of any purchaser who owns any part of the subdivision. To wit: the roadways platted within Applicant's property are not existing public streets; nor are there common amenities or easements within Applicant's property that are shared with remaining lots in the subdivision. See Exhibit B, attached hereto.

Dated: 2/28/, 2012

El Paso Remediation Company

By: Aimee N. Garcia

Title: Consultant

1001 Louisiana
Houston Texas 77002

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All of Lots 1 - 30, Block1; Lots 1 - 30, Block 2; Lots 1 - 30, Block 3; Lots 3 - 14 and 17 - 28, Block 14; Lots 1 - 28, Block 15; and Lots 1 - 28, Block 16 La Blanca Townsite, Hidalgo County, Texas according to the map recorded in Volume 4, Page 31, Plat Records of Hidalgo County, Texas, reference to which is here made for all purposes.

EXHIBIT B

Aerial photo showing the boundaries-a good representation that (a) there are not shared public amenities and (b) platted roads were never developed into public roadways.

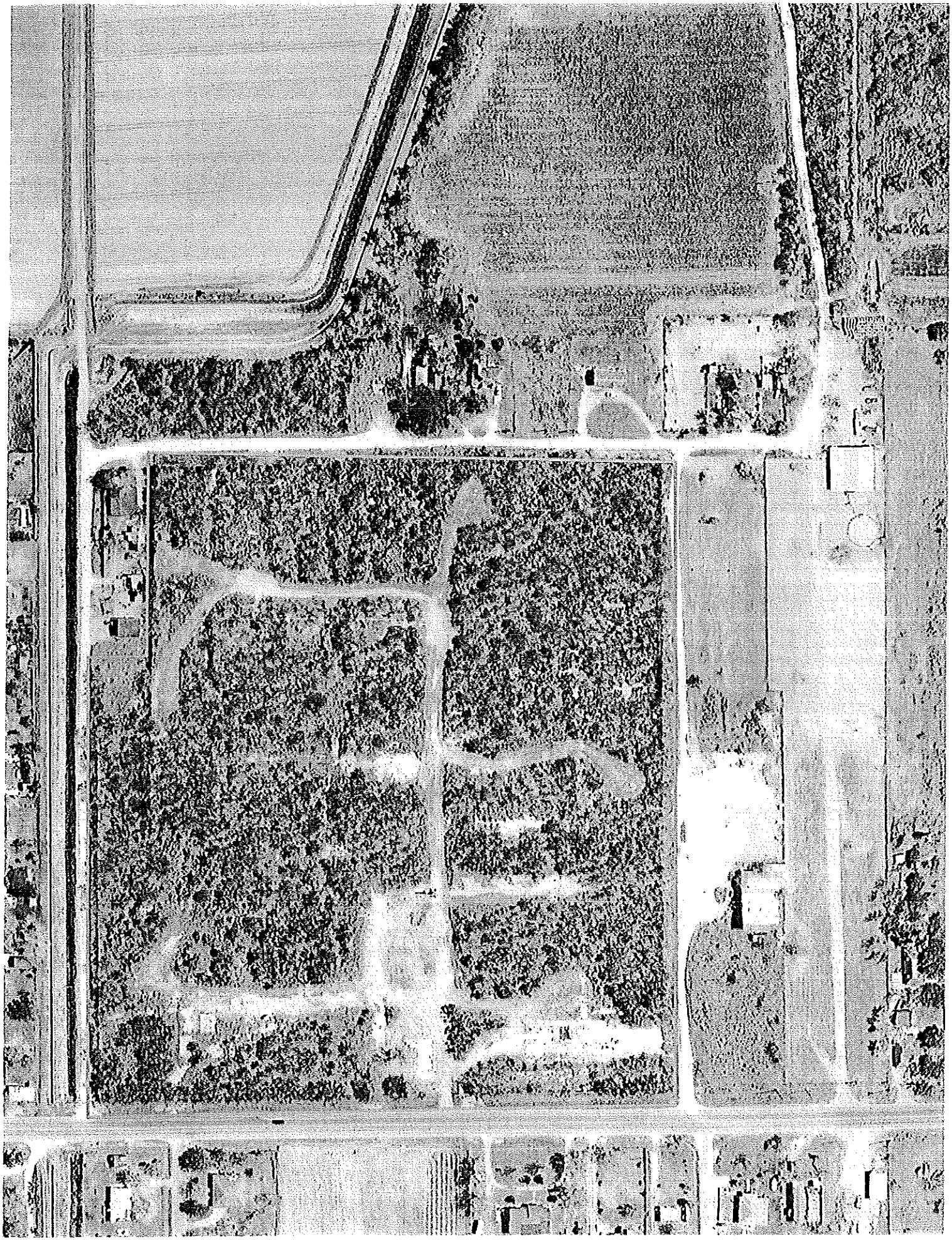


EXHIBIT C

Field Notes Description:

Fieldnotes for a 23.815 Acre tract of land being portions of West Street, Main Street and La Blanca Avenue and Blocks 1, 2, 3, Lots 3–14 and 17–28, Block 14, Lots 1–28, Block 15, and Block 16, and those alleys located in said Blocks, La Blanca Townsite, a map of which is recorded in Volume 4, Page 31, Map Records of Hidalgo County, Texas; said 23.815 acre tract being more fully described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod with red plastic cap stamped "Urban Engr. C.C. TX" set at the intersection of the east boundary of Donna Boulevard (Farm to Market Road 493), an 80.00 foot wide public roadway, with the south boundary of County Road, an 80.00 foot wide public roadway, for the northwest corner of Lot 1, said Block 16 and of this tract;

Thence, North 90°00'00" East, along the south boundary of said County Road, same being the north boundary of this tract, a distance of 780.00 feet to a 5/8 inch iron rod with red plastic cap stamped "Urban Engr. C.C. TX' set on the east boundary of said Main Street, for the northeast corner of Lot 1, said Block 14 and for the northeast corner of this tract;

Thence, South 00°00'00" East, along the east boundary of said Main Street, same being the west boundary of Lots 1 and 2, said Block 14, a distance of 70.00 feet to a 5/8 inch iron rod with red plastic cap stamped "Urban Engr. C.C. TX" set for the southwest corner of Lot 2, said Block 14 and for the northwest corner of Lot 3, said Block 14, and for an interior corner of this tract;

Thence, North 90°00'00" East, along the common boundary of Lots 2, 3, 16 and 17, said Block 14, continuing along the north boundary of this tract, a distance of 300.00 feet to a 5/8 inch iron rod with red plastic cap stamped "Urban Engr. C.C. TX" set on the west boundary of Center Street, an 80.00 foot wide public roadway, for the southeast corner of Lot 16, said Block 14, and for the northeast corner of Lot 17, said Block 14 and of this tract;

Thence, South 00°00'00" East, along the west boundary of said Center Street, same being the east boundary of said Block 3 and 14, and of this tract, a distance of 910.00 feet to a 5/8 inch iron rod with red plastic cap stamped "Urban Engr. C.C. TX" set on the north boundary of Commercial Avenue, an 80.00 foot wide public roadway, for the southeast corner of Lot 10, said Block 3 and of this tract;

Thence, South 90°00'00" West, along the north boundary of said Commercial Avenue, same being the south boundary of said Blocks 1, 2 and 3, and of this tract, a distance of 1080.00 feet to a 5/8 inch iron rod with red plastic cap stamped "Urban Engr. C.C. TX" set on the east boundary of said Donna Boulevard, for the southwest corner of Lot 1, said Block 1, and of this tract;

Thence, North 00°00'00" West, along the east boundary of said Donna Boulevard, same being the west boundary said Block 1 and 16, and of this tract, a distance of 980.00 feet to the Point of Beginning and containing 23.815 Acres (1,037,400.00 square feet) of land;

As per Texas Local Government Code 232.008 Cancellation of a Subdivision, the Commissioners Court of Hidalgo County, shall consider an application for permission to cancel a part of the subdivision named La Blanca Townsite and more particularly described as: ALL of LOTS 1-30, BLK 1; LOTS 1-30, BLK 2; LOTS 1-30, BLK 3; LOTS 3-14 AND 17-28, BLK 14; LOTS 1-28, BLK 15; AND LOTS 1-28, BLK 16 LA BLANCA TOWNSITE, HIDALGO COUNTY, TEXAS according to the map recorded in Volume 4, Page 31, Plat Records of Hidalgo County, Texas, reference to which is here made for all purposes. This proposal would cancel the dedicated road right-of-way, easements, lots and blocks in the aforementioned legal description and return that portion of the plat to its original metes and bounds description which is available upon request. Anyone interested in protesting this proposal may do so by voicing their concern at a hearing of the regular Commissioners' Court Meeting on Tuesday, May 1, 2012, 9:30 a.m. at 415 W. University Dr., Edinburg, Hidalgo County, Texas. You may contact T.J. Arredondo, Planning Supervisor at (956) 318-2840 with any questions/comments or to request the above mentioned metes and bounds exhibit.

AI-31970 **Planning Department** **14. B.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, DRAINAGE DISTRICT

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. RBA Donna Subdivision – Pct. 1 (Eloy T. Garcia)

2. Preliminary Approval with Variance Request
a. Casa De Dios Subdivision – Pct.1 (Melinda Garza Farias)
b. Tristan Subdivision – Pct. 1 (Homero Tristan)

3. Final Approval
a. Yamham Subdivision – Pct. 2 (Omar Martinez Moreno)
b. Pueblo de Palmas Phase 12 Subdivision – Pct. 4 (J.Gary Frisby)
c. Eduardos Subdivision No.11 Subdivision – Pct.3 (Diana Laura Izaguirre)

4. Final Approval with Financial Guarantee
a. Lopez Heights Subdivision – Pct.4 (Leon G. Lopez)

BACKGROUND

Fiscal Impact

Attachments

RBA Donna - Preliminary
RBA Donna; Plat
Casa De Dios - Preliminary
Casa De Dios; Plat
Tristan Subd. - Preliminary
Tristan; Plat
Yamham - Final
Yamham; Plat
Pueblo De Palmas Ph 12 - Final

Pueblo de Palmas 12
Eduardo's No. 11 - Final
Eduardo's 11; Plat
Lopez Heights - Final
Lopez Heights; Plat

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/18/2012 04:08 PM
Purchasing Department	agarcia	04/25/2012 02:19 PM

Form Started By: Nora Cavazos Started On: 04/18/2012 03:13 PM
Final Approval Date: 04/25/2012

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: April 18, 2012

RE: **RBA Donna Subdivision – Pct. 1**
Preliminary Approval

RBA Donna Subdivision is a one (1) lot subdivision located on the West side of FM 493 approximate 600 feet North of Mile 9 ½ North Road.

The proposed Subdivision lies within the City of Donna E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on March 15, 2012. The proposed subdivision lies within a Zone "X" (un-shaded) as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage detention will be achieved by onsite detention swales.

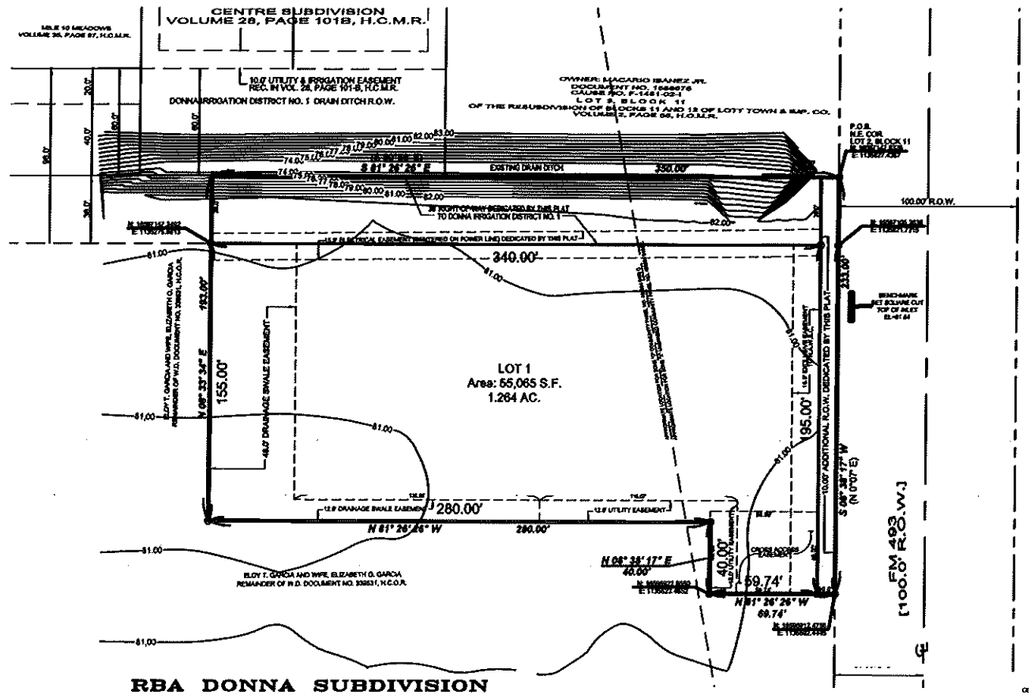
The proposed subdivision plat was reviewed and approved by Roy Gonzales, ROW Agent on April 11, 2012. The proposed subdivision plat will dedicate ten (10) feet on FM 493 of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Jose A. Gonzalez, and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on FM 493 Road that will serve as the primary source of water for the proposed development.

The proposed subdivision plat was submitted to, reviewed by Oscar Salinas; HCOEC Inspector on April 05, 2012. The applicant has submitted the required small Construction Site Notice or NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **April 17, 2012** subject to staff comments, future recommendations by Planning and other departments and the approval of the City of Donna.


CENTRE SUBDIVISION
VOLUME 28, PAGE 1019, H.C.M.R.
MILE 10 MEADOWS
VOLUME 36, PAGE 97, H.C.M.R.
10.0' UTILITY & IRRIGATION EASEMENT
REC. IN VOL. 28, PAGE 101-B, H.C.M.R.
DONNA IRRIGATION DISTRICT NO. 1 DRAIN DITCH R.O.W.
OWNER: MACARIO IBANEZ JR.
DOCUMENT NO. 1566676
CAUSE NO. F-1161-07-I
LOT 2, BLOCK 11
OF THE RESUBDIVISION OF BLOCKS 11 AND 12 OF LOTT TOWN & IMP. CO.
VOLUME 2, PAGE 58, H.C.M.R.
P.O.B.
N.E. COR.
LOT 2, BLOCK 11
N: 16597142.8328
E: 1135627.4367
S 81° 26' 26" E
EXISTING DRAIN DITCH
350.00'
74.02'
74.02'
74.02

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: April 18, 2012

RE: **Casa De Dios Subdivision – Pct. 1**
Preliminary Approval with Variance Request.

Casa De Dios Subdivision is a one (1) lot subdivision located on the South of Mile 7 North Road approximate 200 feet east of Midway Road.

The proposed Subdivision lies within the City of Weslaco E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 16, 2012. The proposed subdivision lies within a Zone "X" (un-shaded) as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be provided onsite drainage detention swale. An Engineer site plan will be required at development permit stage.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzales, ROW Agent on March 23, 2012. The proposed subdivision plat will dedicate ten (10) feet on Mile 7 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by The City of Weslaco.

Water Services will be provided by The City of Weslaco. There is an existing two (2) inch waterline on Hackberry Road that will serve as the primary source of water for the proposed development.

The proposed subdivision plat was submitted to, reviewed by Oscar Salinas; HCOEC Inspector on April 10, 2012. Property is less than one acre and project is not part of large common plan of development. Project will no need to coverage under TPDES general permit for construction activities (TXR150000).

Te developer is requesting a variance from the requirement on Chapter 2 Section 2.8 (B) of the Hidalgo County Model Subdivision Rules.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **April 17, 2012** subject to staff comments, future recommendations by Planning and other departments and the approval of the City of Weslaco.

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

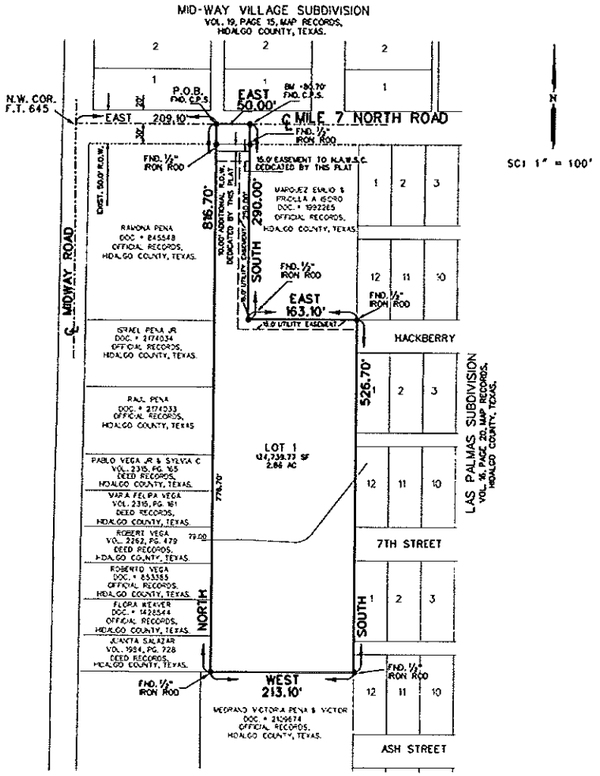
Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: CASA DE DIOS 1st Review **Page** Page 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		03-30-2012	JRT
	Approved letters from the **H.C.O.E.C.** ann.delafuente@hchd.org , **H.C.H.D**, roberto.serna@hchd.org and the **H.C.R.O.W.** roy.gonzales@co.hidalgo.tx.us is required before considering approval from The Hidalgo County Advisory Board and Commissioners Court. Please submit a complete set of plans to each individual department for their review and comments.		
1	1ST SHEET COMMENTS: Please verify Irrigation district certification signature block.		
2	Please correct City of Weslaco population as the 2010 census.		
3	PLAT NOTES: 5] Please delete "construction for residential…" paragraph. Refer to redline markups. 8] Please use the commercial use only plat note, see attachment. 9] Delete plat note does not apply, no drainage swale is being proposed. 15] Delete "muli-family" 17] Modify plat note; lot will be use for commercial. 18] County does not require sidewalk. 19] This note is being repeated on note 15 please delete. 20] Please modify plat note. County issues out the development permit. →ATTACHED PLEASE FIND ADDITIONAL PLAT NOTES REQUIRED BY THIS PLAT.		
4	2ND SHEET COMMENTS: Title "A" plat (commercial) does not required engineering reports, and subdivider certificate and statements. Please delete.		



GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
   SIDE: 0.0' OR EASEMENT WHICH EVER IS GREATER
   REAR: 15.0' OR EASEMENT WHICH EVER IS GREATER
2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET. 18" ABOVE NATURAL GROUND; WHICHEVER IS GREATER
   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. ⊕ -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   ○ -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
   ⊁ -DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.
4. BENCHMARK ELEVATION 80.70' C.P.S. NORTHEAST CORNER OF THIS SUBDIVISION
5. FLOOD ZONE DESIGNATION: ZONE "X"
   AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
   C.P.N. 480334 0450 C
   MAP REVISED: MAY 30, 2002
6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 8.397 CUBIC FEET 0.19 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THIS LOT
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
   EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. GENERAL NOTE FOR COMMERCIAL LOTS:
   LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS NON-RESIDENTIAL USE, THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEED. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATIONS FOR APPROVED BY THE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHAL ARE REQUIRED PRIOR TO OCCUPANCY ING THE LOT.

   THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOW ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
9. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
11. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL AND INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
12. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
13. IF THE PURCHASER(S) OF A LOT WILL BE USE FOR COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.
14. AN ENGINEERED DETENTION PLAN APPROVED BY THE COUNTY OF HIDALGO IS REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT.

CASA DE DIOS SUBDIVISION

A 2.90 ACRE TRACT OF LAND OUT OF CERTAIN 3.995 ACRE TRACT OUT OF FARM TRACT 645, WEST TRACT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED OF TRUST RECORDED UNDER DOCUMENT NUMBER 2056741, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 2.90 ACRE TRACT OF LAND OUT OF A CERTAIN 3.995 ACRE TRACT OUT OF FARM TRACT 645, WEST TRACT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED OF TRUST RECORDED UNDER DOCUMENT NUMBER 2056741, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND ON THE NORTH LINE OF FARM TRACT 645 AND IN THE CENTERLINE OF MILE 7 NORTH ROAD, FOR THE NORTHWEST CORNER OF THIS TRACT; SAID COTTON PICKER SPINDLE BEARS, EAST 209.10 FEET FROM THE NORTHWEST CORNER OF FARM TRACT 645;

THENCE: EAST, ALONG THE NORTH LINE OF FARM TRACT 645 AND THE CENTERLINE OF MILE 7 NORTH ROAD, A DISTANCE OF 50.00 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE: SOUTH, PASSING A ½" IRON ROD FOUND AT 30.00 FEET FOR THE SOUTH R.O.W. LINE OF MILE 7 NORTH ROAD, A TOTAL DISTANCE OF 290.00 FEET TO A ½" IRON ROD FOUND FOR AND INTERIOR CORNER OF THIS TRACT;

THENCE: EAST A DISTANCE OF 163.10 FEET TO A ½" IRON ROD FOUND FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE: SOUTH A DISTANCE OF 528.70 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE: WEST A DISTANCE OF 213.10 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE: NORTH, PASSING A ½" IRON ROD FOUND AT 786.7.00 FEET FOR THE SOUTH R.O.W. LINE OF MILE 7 NORTH ROAD, A TOTAL DISTANCE OF 816.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.90 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE, PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15'IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15'IN WIDTH, THE CENTER LINE THEREOF BEGIN THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15'IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT FEDERAL FINANCIAL ASSISTANCE, THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2012.

OWNER: CASA DE DIOS MINISTERO DE RESTAURACION Y PODER, INC.
PRESIDENT: MERCEDES TOVAR
ADDRESS: 420 S. MISSOURI
WESLACO, TEXAS. 78596

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CASA DE DIOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARMENT ON _____, _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CASA DE DIOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____, _____

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE CASA DE DIOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ _____, 2012.

HIDALGO COUNTY JUDGE — DATE

ATTEST: _____
HIDALGO COUNTY CLERK — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, MERCEDES TOVAR OWNER OF THE 2.90 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "CASA DE DIOS SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER: CASA DE DIOS MINISTERO DE RESTAURACION Y PODER, INC.
PRESIDENT: MERCEDES TOVAR
ADDRESS: 420 S. MISSOURI
WESLACO, TEXAS. 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MERCEDES TOVAR PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS____ DAY OF _____, 2012

NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9
DATED THIS _____ DAY OF_____, 2011

PRESIDENT — DATE

ATTEST: _____
SECRETARY — DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
BY: _____

I, THE UNDERSIGNED, THE MAYOR OF THE CITY OF WESLACO, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO — DATE

CITY SECRETARY — DATE

THIS SUBDIVISION PLAT OF CASA DE DIOS SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF WESLACO CITY OF WESLACO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20__A.D.

CHAIRMAN, PLANNING & ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

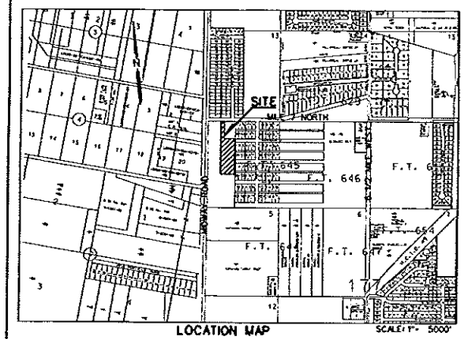
HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2781
2600 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001 4/5/12
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS — GUILLERMO A ARRATIA — 94001 — LICENSED PROFESSIONAL ENGINEER



LOCATION MAP — SCALE: 1" = 5000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

CASA DE DIOS SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, ON THE SOUT SIDE OF MILE 7 NORTH ROAD, 209.10 FEET EAST OF MIDWAY. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO (POPULATION OF 31,701 2010 CENSUS). CASA DE DIOS SUBDIVISION LIES WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF MISSION UNDER LOCAL GOVERNMENT CODE § 212.001.

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	MELINDA GARZA FARIAS	420 S. MISSOURI	WESLACO, TEXAS. 78596	(956) 633-9581
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX. 78537	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS. 78572	(956) 583-5479

DATE OF PREPARATION: FEBRUARY 05, 2012

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

SHEET 1 OF 2

INDEX TO SHEET OF CASA DE DIOS SUBDIVISION

SHEET 1	HEADING, INDEX, LOCATION MAP AND ETJ, PRINCIPAL CONTACTS,
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS, LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, COUNTY APPROVAL
	CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED,
	H.C.I.D.D. CERTIFICATION, C.C.I.D. No. 9 CERTIFICATE OF APPROVAL & REVISION NOTES, H.C.H.D. AND H.C.R.D.W.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER, AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION,
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION, REVISION NOTES, CONSTRUCTION DETAILS.

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: April 18, 2012

RE: **Tristan Subdivision – Pct. 1**
Preliminary Approval with Variance Request

Tristan Subdivision is a one (1) lot subdivision located on the West side of Valley View Road approximate ½ mile south of Expressway 83.

The proposed Subdivision lies within the City of Donna E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on March 22, 2012. The proposed subdivision lies within a Zone "B" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be provided by properly onsite drainage detention swales.

The proposed subdivision plat was submitted to, reviewed, and approved by Roy Gonzales, ROW Agent on March 23, 2012. The proposed subdivision plat will dedicate twenty (20) feet on Valley View Raod of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by The City of Donna.

Water Services will be provided by N.A.W.S.C. There is an existing three (3) inch waterline on Valley View Road that will serve as the primary source of water for the proposed development.

The proposed subdivision plat was submitted to, reviewed by Oscar Salinas; HCOEC Inspector on April 10, 2012. The applicant has submitted the required small Construction Site Notice or NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

The developer is requesting a variance from the requirement on Chapter 2 Section 2.8 (B) of the Hidalgo County Model Subdivision Rules.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval with Variance Request** on **April 17, 2012** subject to staff comments, future recommendations by Planning and other departments and the approval of the City of Donna.

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

Name of Subdivision: Tristan 1st Review

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		04-04-2012	JRT
	Approved letters from the **H.C.O.E.C.** ann.delafuente@hchd.org , **H.C.H.D**, roberto.serna@hchd.org and the **H.C.R.O.W.** roy.gonzalez@co.hidalgo.tx.us is required before considering approval from The Hidalgo County Advisory Board and Commissioners Court. Please submit a complete set of plans to each individual department for their review and comments.		
1	1ST SHEET COMMENTS: Please delete "access" on the 25 foot easement to Donna on lot 1. Refer to redline markups		
2	Please provide complete west adjoiner info.		
3	Please label the total ROW width for Valley View Road.		
4	A variance will be required for lot 1 under Title B Chapter 2.8 item (b). Minimum lot width shall be at 100 feet or 70 feet with a share driveway.		
5	Please verify metes and bounds with drawing; bearing do not coincide.		
6	Surveyor's phone number is not legible on the principal contact chart.		
7	PLAT NOTES: 1] Text not legible and please delete the front garage setback 4] Provide datum for benchmark. Please delete plat notes 10, 11 and 12, Subdivision will be provided by city sanitary sewer. ➔ ***The fallowing additional plat notes are required:*** o As per local government code requirements, sanitary sewer must be connected to a residence prior to the county processing a final clearance for a water meter. A sewer tap inspection shall be provided from the entity service provider prior to receiving a clearance for water meter(s). o No individual lot driveway access will be allowed from ***(street name)*** on to lots ____ through ____. A 24 foot shared driveway entrance shall be constructed by developer between lots __ & __ to provide ingress and egress from ***(street name).*** o Lots ___ & ___ shall not have access/driveway onto _____ road, unless said lot is designated for commercial use. Location of access /driveway shall be shown on the site plan as per note_____ and are subject to approval from the hidalgo county planning department.		
8	2ND SHEET COMMENTS: Please provide tie down dimension for all existing structures.		
9	Please show proposes sewer service connections for both lots.		
10	Please show drainage swale design with flow elevations.		
11	Please show sewer line where force main connects to on Valley View Road.		
12	Please change sewer engineering report to concur with sewer distribution design.		
13	Please provide correct subdivider certificate and statement to concur with sanitary sewer distribution system.		
14	Please provide cost for the drainage swale on the cost estimate chart.		
15	Make sure Spanish engineering report match English engineering report version.		

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET, DONNA, TEXAS. 78537 PH. (956) 784-0218
FIRM NO. F-9050

April 08, 2012

To: Jose Tovar
Planning Department
County of Hidalgo

Re: **TRISTAN SUBDIVISION**

Dear Mr. Tovar,

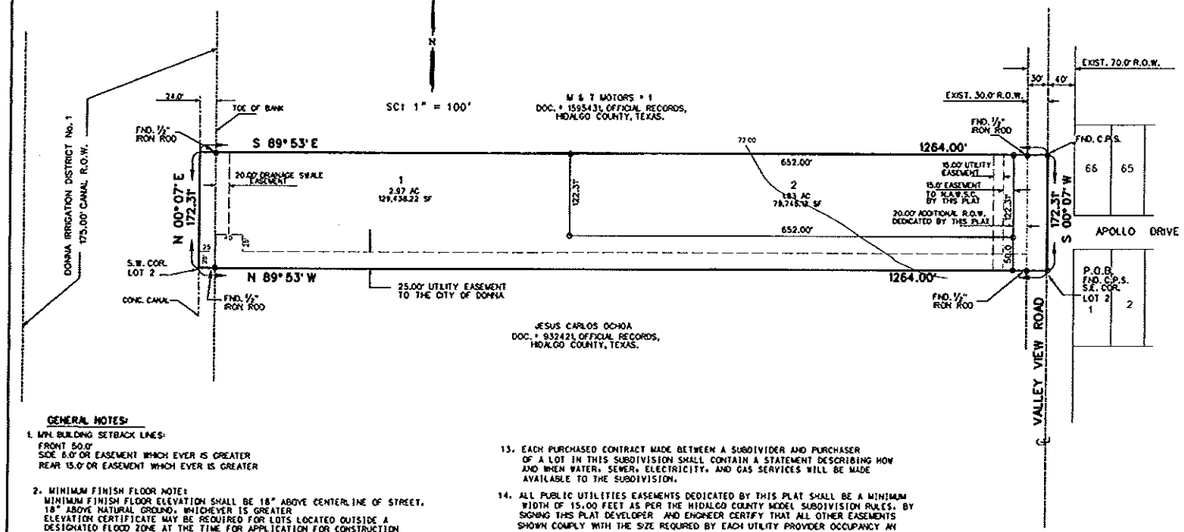
As agent for the owner of the above reference subdivision, I hereby request a Variance to lot 1 under Title B Chapter 2.8 item (b). Minimum lot width shall be 100 feet or 70 feet with a share driveway.

The purpose of this subdivision is for a family partition. The city of Donna has approved it on April 02, 2012, by the planning and Zoning Commission and by the City Council on April 03, 2012, with a share existing driveway on lot 1.

Guillermo A. Arratia, P.E.

TRISTAN SUBDIVISION

A 5.00 ACRE TRACT OF LAND BEING THE SOUTH 5.00 ACRES OF LOT 2, ENGLEMAN RESUBDIVISION OF BLOCK 7, AND THE NORTH 2.272 ACRES OF BLOCK 9, VALLEY VIEW PLANTATION COMPANY'S SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 48, MAP RECORDS, HIDALGO COUNTY, TEXAS.



METES AND BOUNDS

A 5.00 ACRE TRACT OF LAND BEING THE SOUTH 5.00 ACRES OF LOT 3, ENGLEMAN RESUBDIVISION OF OF BLOCK 7, AND THE NORTH 2.272 ACRES OF BLOCK 9, VALLEY VIEW PLANTATION COMPANY'S SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 48, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND FOR THE SOUTHEAST CORNER OF LOT 2 AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE: 89°53' W, ALONG THE SOUTH LINE OF LOT 2, PASSING A ½" IRON ROD FOUND AT 30.00 FEET, PASSING A ½" IRON ROD FOUND AT 1240.00 FEET FOR A REFERENCE OF A TOE OF A BANK, A TOTAL DISTANCE OF 1264.00 FEET TO A POINT FOR THE SOUTHWEST CORNER OF LOT 2 AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE: N 00°07' E, ALONG THE WEST LINE OF LOT 2, A DISTANCE OF 172.31 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE: S 89°53' E, PASSING A ½" IRON ROD WITH A PLASTIC CAP STAMPED "RRA" FOUND ON THE TOE BANK, PASSING A ½" IRON ROD WITH A PLASTIC CAP STAMPED "RRA" FOUND FOR THE WEST R.O.W. LINE OF VALLEY VIEW ROAD, A TOTAL DISTANCE OF 1264.00 FEET TO A COTTON PICKER SPINDLE FOUND ON TH EAST LINE OF LOT 2 AND IN THE CENTERLINE OF VALLEY VIEW ROAD FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE: S 00°07' W, ALONG THE EAST LINE OF LOT 2 AND THE CENTERLINE OF VALLEY VIEW ROAD, A DISTANCE OF 172.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW' ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED WITHIN SAID WIDTH WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEGIN THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HERN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2012.

_____
OWNER: HOMERO TRISTAN
ADDRESS: 602 APOLLO DRIVE
DONNA, TEXAS. 78537

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF TRISTAN SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARMENT ON _____, _____

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF TRISTAN SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____, _____

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE TRISTAN SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ _____, 2012.

_____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, HOMERO TRISTANTE OWNER OF THE 5.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "TRISTAN SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREON.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

_____
OWNER: HOMERO TRISTAN
ADDRESS: 602 APOLLO DRIVE
DONNA, TEXAS. 78537

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED HOMERO TRISTAN PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF _____, 2012

_____
NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT APPROVED BY THE DONNA IRRIGATION DISTRICT No. 1

ON THIS THE _____ DAY OF _____, 20____.

ATTEST:

_____ _____
PRESIDENT SECRETARY

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____

CITY COUNCIL'S CERTIFICATION

THE PLAT OF TRISTAN SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED IN THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED.

DATE THIS _____ DAY OF _____, 2012

ATTESTED: _____ BY: _____
MAYOR CITY SECRETARY

PLANNING AND ZONING COMMISSION'S CERTIFICATION

THE PLAT OF TRISTAN SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS AND IS HERE APPROVED BY SUCH COMMISSION.

DATE THIS _____ DAY OF _____, 2012

ATTESTED: _____ BY: _____
PLANNING BOARD CHAIR PERSON SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____
REYNALDO ROBLES
REG. PROFESSIONAL LAND SURVEYOR # 4032
P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS. 78596
PH. 956-968-2422

STATE OF TEXAS
COUNTY OF HIDALGO

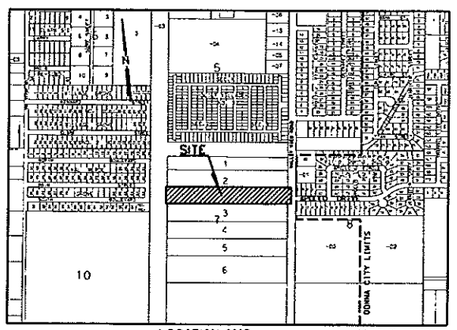
I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001 4/5/12
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
   FRONT 50.0'
   SIDE 5.0' OR EASEMENT WHICH EVER IS GREATER
   REAR 15.0' OR EASEMENT WHICH EVER IS GREATER
2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET, 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   O -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
   ⊁-DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.
4. BENCHMARK ELEVATION 72.02' C.P.S. SOUTHEAST CORNER OF THIS SUBDIVISION U.S.G.S. MAP
5. FLOOD ZONE DESIGNATION ZONE "B"
   AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
   C.P.N. 480334 0425 C
   MAP REVISED: NOVEMBER 16, 1982
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 1.956 CUBIC FEET / 0.98 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THIS LOT
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
   EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT
9. DRAINAGE SWALE EASEMENTS NOTE:
   NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
13. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
16. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
17. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.
18. ALL LOTS IN TRISTAN SUBDIVISION ARE HEREBY GRANTED A " DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN TRISTAN SUBDIVISION TO THE AREAS DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNER OF TRISTAN SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1, MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLE TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING CONSUELO SUBDIVISION BECAUSE AN ALTERNATIVE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN TRISTAN SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN TRISTAN SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
19. AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).
20. NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM VALLEY VIEW ROAD ON TO LOTS 1 AND 2. A 24.00 FOOT DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOTS 1 AND 2 TO PROVIDED INGRESS AND EGRESS FROM VALLEY VIEW ROAD.
21. LOTS 1 AND 2 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO VALLEY VIEW ROAD, UNLESS SAID LOT IS DESIGNATED FOR COMMERCIAL USE. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 15 AND ARE SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.



LOCATION MAP SCALE: 1" = 2000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

TRISTAN SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, ON THE WEST SIDE OF VALLEY VIEW ROAD, INTERSECTION WITH WITH APOLLO DRIVE THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA (POPULATION OF 31,492 2010 CENSUS), TRISTAN SUBDIVISION LIES WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF DONNA UNDER LOCAL GOVERNMENT CODE § 212.001.

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: HOMERO TRISTAN	602 APOLLO DRIVE	DONNA, TEXAS. 78537	(956) 583-5479
ENGINEER: GUILLERMO A. ARRATIA, P.E.,	526 N. 5TH ST.	DONNA, TX 78537	(956) 784-0218
SURVEYOR: REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422

DATE OF PREPARATION: MARCH 8, 2012

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

SHEET 1 OF 2

INDEX TO SHEET OF TRISTAN SUBDIVISION

SHEET 1	HEADING & INDEX LOCATION MAP AND ETJ & PRINCIPAL CONTACTS
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS, LEGAL DESCRIPTION (METES AND BOUNDS) & SURVEYOR'S AND ENGINEER'S CERTIFICATION & PLAT NOTES AND RESTRICTIONS
	OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION & COUNTY APPROVAL CERTIFICATE & COUNTY CLERK'S RECORDING CERTIFICATE & HIDALGO COUNTY CERTIFICATE
SHEET 2	ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED
	H.C.D.D. CERTIFICATION & H.C. DONNA IRR. No. 1 CERTIFICATE OF APPROVAL & REVISION NOTES. H.C.H.D. AND H.C.R.O.W.
	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION) & INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) &
	JUDICIAL WATER SERVICE CONNECTION OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT & MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION & REVISION NOTES & CONSTRUCTION DETAILS

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: April 18, 2012

RE: **Yamham Subdivision – Pct. 2**
Final Approval

Yamham Subdivision is a one (1) lot subdivision located on the east side of Jackson Road approximate ½ mile south of Hall Acres Road.

The proposed Subdivision lies within the City of Pharr E.T.J. and was reviewed and approved administratively by said city.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 13, 2011. The proposed subdivision lies within a Zone "B" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be provided by properly graded landscaped areas which will overflow west towards Jackson Road. An Engineer site plan will be required at development permit stage.

The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on March 13, 2012. The proposed subdivision plat will dedicate twenty (20) feet on Jackson Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by The City of Pharr. There is an existing eight (8) inch sewer line on Fairmont Road that will serve as the primary source of sewer for the proposed development.

Water Services will be provided by The City of Pharr. There is an existing eight (8) inch waterline on Jackson Rd. that will serve as the primary source of water for the proposed development.

The proposed subdivision plat was reviewed by Ann Marie De La Fuente, Administrative Assistant on March 12, 2012. Project will not need to meet any storm water requirements. Coverage under TPDES general permit for construction activities (TXR150000) is not required.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on April 03, 2012 with a variance request. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **April 17, 2012.**

METES AND BOUNDS DESCRIPTION FOR A 1.57 ACRE TRACT

A 1.57 acre tract of land being a portion of Lot 7, Block 9, A. J. McColl Subdivision, as recorded in Volume 21, Page 598, Deed Records, Hidalgo County, Texas, also being that certain tract described in Warranty Deed with Vendor's Lien recorded in Document # 840465, Official Records, Hidalgo County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a point within the Jackson Road (FM 2061) Right-of-Way being the southwest corner of said Lot 7, Block 9, for the southwest corner of herein described tract.

THENCE N 08° 51' 00" E 63.57 feet along the west line of Lot 7, Block 9, within said Jackson Road (FM 2061) Right-of-Way to a point being the southwest corner of that certain tract described in Warranty Deed recorded in Volume 2789, Page 312, Deed Records, Hidalgo County, Texas, for the northwest corner of herein described tract.

THENCE S 81° 03' 29" E along the south line of said tract described in Warranty Deed recorded in Volume 2789, Page 312, Deed Records, Hidalgo County, Texas, pass at 40.00 feet a set one-half inch iron rod being the east Right-of-Way line of said Jackson Road (FM 2061) and continuing for a total distance of 435.60 feet to a found three-quarter inch iron pipe on the west line of Jackson South Estates Subdivision as recorded in Volume 50, Page 12, Map Records, Hidalgo County, Texas, being the southeast corner of said tract described in Warranty Deed recorded in Volume 2789, Page 312, Deed Records, Hidalgo County, Texas, for the northeast corner of herein described tract.

THENCE S 08° 51' 00" W 250.71 feet along said west line of Jackson South Estates Subdivision to a found one-half inch iron rod on the south line of said Lot 7, Block 9, also being the north line of a Hidalgo County Irrigation District #2 Right-of-Way being the most southerly southwest corner of said Jackson South Estates Subdivision for the southeast corner of herein described tract.

THENCE N 57° 49' 37" W along said south line of said Lot 7, Block 9, also being north line of a Hidalgo County Irrigation District #2 Right-of-Way pass at 427.91 feet a set one-half inch iron rod being the east Right-of-Way line of said Jackson Road (FM 2061) and continuing for a total distance of 471.70 feet to the point of beginning and containing 1.57 acres of land, more or less.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

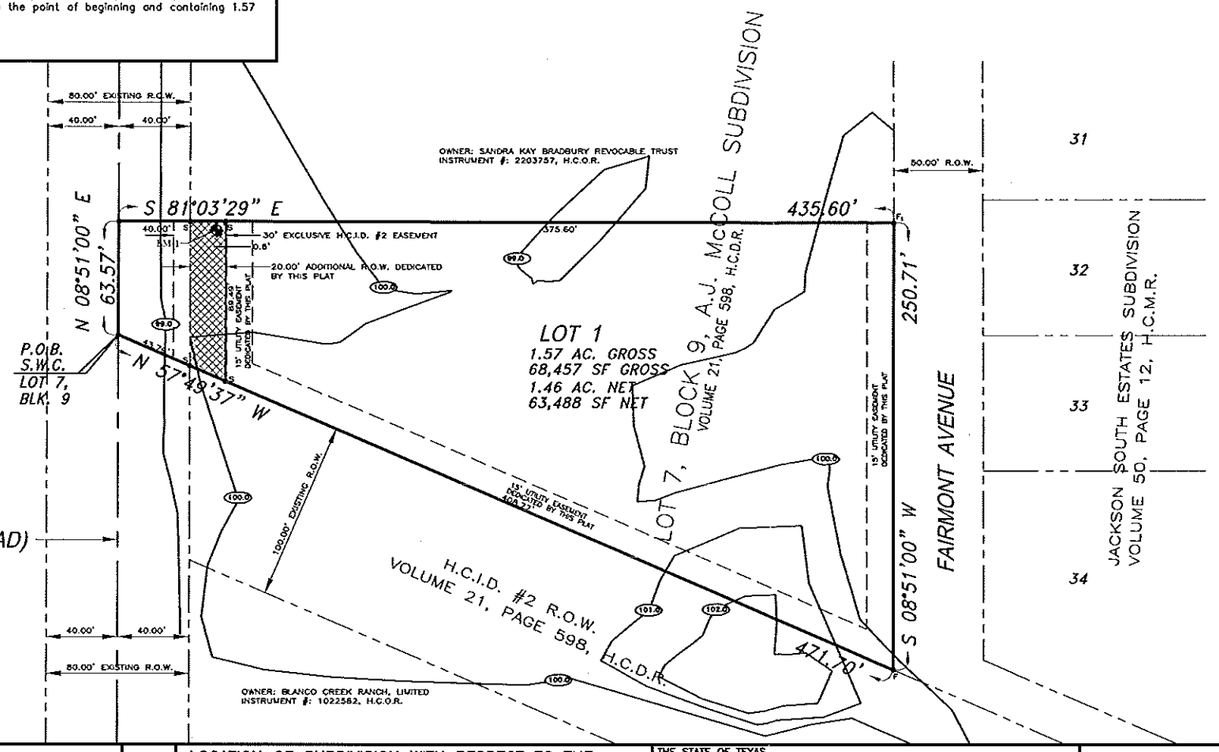
LEGEND :

F – FOUND 1/2"ø IRON ROD
F_3 – FOUND 3/4"ø IRON ROD
S – SET 1/2"ø IRON ROD



SCALE: 1"=40'

BEARINGS BASED ON RECORD BEARINGS OF: JACKSON SOUTH ESTATES SUBDIVISION, AS RECORDED IN VOLUME 50, PAGE 12, H.C.M.R.



SUBDIVISION OF YAMHAM SUBDIVISION

A 1.57 acre tract of land being a portion of Lot 7, Block 9, A. J. McColl Subdivision, as recorded in Volume 21, Page 598, Deed Records, Hidalgo County, Texas, also being that certain tract described in Warranty Deed with Vendor's Lien recorded in Document # 840465, Official Records, Hidalgo County, Texas

DATE: FEBRUARY 8, 2012

SCALE IN FEET 0 40' 80' 120'

SCALE: 1"----- 40'

ENGINEER: (F-5051)
R.E. Garcia
Associates

PREPARED BY: R.E. GARCIA & ASSOCIATES
116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1061 FAX: 381-1280

PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "B"
ZONE "B" IS DEFINED AS AREAS BETWEEN THE LIMITS OF THE 100 YEAR FLOOD AND 500 YEAR FLOOD, OR CERTAIN AREAS SUBJECT TO 100 YEAR FLOODING WITH AVERAGE DEPTHS OF LESS THAN ONE (1) FOOT OR WHERE CONTRIBUTING DRAINAGE IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

COMMUNITY-PANEL NO. 480334 0425 D, EFFECTIVE DATE: NOVEMBER 16, 1982, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFY AN AREA AS SHOWN ON THIS PLAT WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 50.00 FEET OR FM 2061, JACKSON ROAD
REAR: 15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. GENERAL NOTE FOR COMMERCIAL LOTS:
LOTS 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 1 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, THE OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE: FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M.-1 ELEV. 81.31 M.S.V.D. 83
A BRASS DISK SET IN A 1' X 1' CONCRETE BLOCK APPROXIMATELY 5 FEET SOUTH AND 55 FOOT EAST OF THE NORTH WEST CORNER OF LOT 1 OF THIS SUBDIVISION.

6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 2,894 CUBIC-FEET (0.066 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No.2 FOR STORM SEWER IMPROVEMENTS.)

7. DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES BELOW HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. THE OWNER SHALL CONSTRUCT A 5' SIDEWALK WITH ADA RAMPS ALONG S. JACKSON ROAD.

12. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT & OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND DCSE PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

13. TxDOT DRIVEWAY/ENTRANCE PERMITS ARE REQUIRED FOR LOT 1 PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO FM 2061(JACKSON RD). TxDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT AND/OR BUILDING PERMIT.)

14. DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN DESIGNATED EASEMENT AREAS AS DESIGNED BY PROJECT PLAT ENGINEER AT DEVELOPMENT APPLICATION PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHT OR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY COUNTY.

15. OMAR MARTINEZ MORENO SHALL BE RESPONSIBLE FOR CONSTRUCTION OF DETENTION AREAS TO ACCOMMODATE DRAINAGE RUNOFF AS CALCULATED BY PLAT ENGINEER PRIOR TO ISSUANCE OF ANY FINAL LIGHT OR WATER CLEARANCES. IN ADDITION, THE LOT OWNER SHALL PROVIDE A REVISED ENGINEERED DRAINAGE CALCULATION IF IT IS DETERMINED AT THE APPLICATION STAGE THAT THE IMPERVIOUS AREA FOR THE LOT IS GREATER THAN THE IMPERVIOUS AREA CONSIDERED BY THE PLAT ENGINEER WHEN CALCULATING THE RUNOFF FOR THE LOT.

16. ADDITIONAL FIRE PROTECTION WITH LOOPED WATERLINE MAY BE REQUIRED IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT FOR CONSTRUCTION BEYOND 300 FEET TAKES PLACE.

17. NO ACCESS FROM FAIRMONT AVENUE WILL BE ALLOWED ONTO THE LOT. THE LOT OWNER SHALL BE REQUIRED TO INSTALL A BUFFER FENCE AT DEVELOPMENT PERMIT STAGE.

CITY OF PHARR
CERTIFICATE OF APPROVAL
APPROVED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION, CITY OF PHARR, TEXAS, THIS THE _____ DAY OF _____, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, TEXAS.

CHAIRPERSON, CITY OF PHARR _____ DATE _____

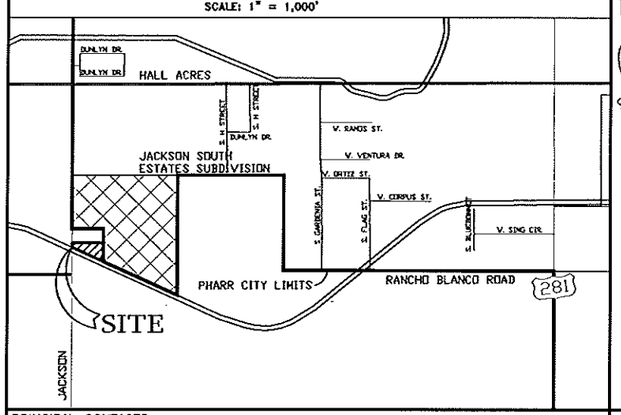
I, THE UNDERSIGNED , MAYOR OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF PHARR _____ DATE _____

ATTEST: CITY CLERK

LOCATION MAP

SCALE: 1" = 1,000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

YAMHAM SUBDIVISION IS LOCATED IN SOUTHWESTERN HIDALGO COUNTY IN H.C.P. #2 ON THE EAST SIDE OF JACKSON ROAD, APPROXIMATELY 201 FEET SOUTH OF THE INTERSECTION OF JACKSON ROAD & HYATT AVENUE. THE NEAREST MUNICIPALITY IS THE CITY OF MISSION. ACCORDING TO THE OFFICIAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF PHARR (56,839), YAMHAM SUBDIVISION LIES ADJACENT TO THE CITY LIMITS AND IS INSIDE THE CITY'S TWO MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE S 42.021

INDEX OF SHEETS

No.	DESCRIPTION
1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENT DESIGNATION; METES & BOUNDS; SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTETSTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL; DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; H.C.D.D. APPROVAL; H.C.R.W. APPROVAL; H.C.H.D. APPROVAL; IRRIGATION DISTRICT APPROVAL; REVISION NOTES
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT

PRINCIPAL CONTACTS:

NAME:	ADDRESS:	CITY & ZIP	PHONE #/ FAX #:
OWNER: OMAR MARTINEZ MORENO	218-A W. MILITARY HWY	PHARR, TEXAS 78577	283-8444 / 283-8555
ENGINEER: RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280
SURVEYOR: RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280

SHEET NO. 1 OF 2 SHEETS

THE STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S CERTIFICATION, DEDICATION, & ATTESTATION

I, OMAR MARTINEZ MORENO AS OWNER OF THE 1.57 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED YAMHAM SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET AND EASEMENTS SHOWN HEREON. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE S 232.032 AND THAT
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS WILL MEET THE MINIMUM STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS;
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

OMAR MARTINEZ MORENO
218-A W. MILITARY HWY
PHARR, TEXAS 78577

THE STATE OF TEXAS }(
COUNTY OF HIDALGO }(

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED OMAR MARTINEZ MORENO, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____,20__.

My Commission Expires: _____ Notary Public In and For Hidalgo County, Texas

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK __M, ON _____, AND WAS RECORDED IN INSTRUMENT #: _____ OF THE MAP RECORDS OF HIDALGO COUNTY.

_____ HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF YAMHAM SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF YAMHAM SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____

ENVIRONMENTAL HEALTH DIVISION MANAGER _____ DATE _____

APPROVAL BY IRRIGATION DISTRICT:
THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, ON THIS _____ DAY OF _____ A.D., 20__.

SECRETARY _____ PRESIDENT _____

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

APPROVAL BY DRAINAGE DISTRICT:
HIDALGO COUNTY DRAINAGE DISTRICT NO.1, HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE #49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESIGNED ARE APPROPRIATE FOR THE COUNTY SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____
DISTRICT MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE YAMHAM SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____

HIDALGO COUNTY JUDGE _____ DATE _____

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN APPLIED TO THIS PLAT.

REGISTERED PROFESSIONAL ENGINEER # 84780 _____ DATE _____
REGISTERED PROFESSIONAL LAND SURVEYOR #4204

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: April 18, 2012

RE: **Pueblo De Palmas Phase 12 Subdivision – Pct. 4**
Final Approval

Pueblo de Palmas Phase 12 Subdivision is a forty seven (47) lot subdivision located approximate 300 feet east of Alamo Rd and Approximate ½ mile North of FM 2812.

The proposed Subdivision lies within the City of Edinburg E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 13, 2012. The proposed subdivision lies within a Zone "X" Un-Shaded as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be provided by a Storm drainage pipe system discharging into a private onsite drainage detention pond. The nearest drain ditch outfall is located approximate 2 miles south of the proposed subdivision.

The proposed subdivision plat was submitted to, reviewed, and approved by J. Benito Rodriguez, ROW Agent on February 06, 2012. No additional Road Right of Way will be dedicated by this plat. Alamo Road is in accordance with the Hidalgo County Thoroughfare Plan.

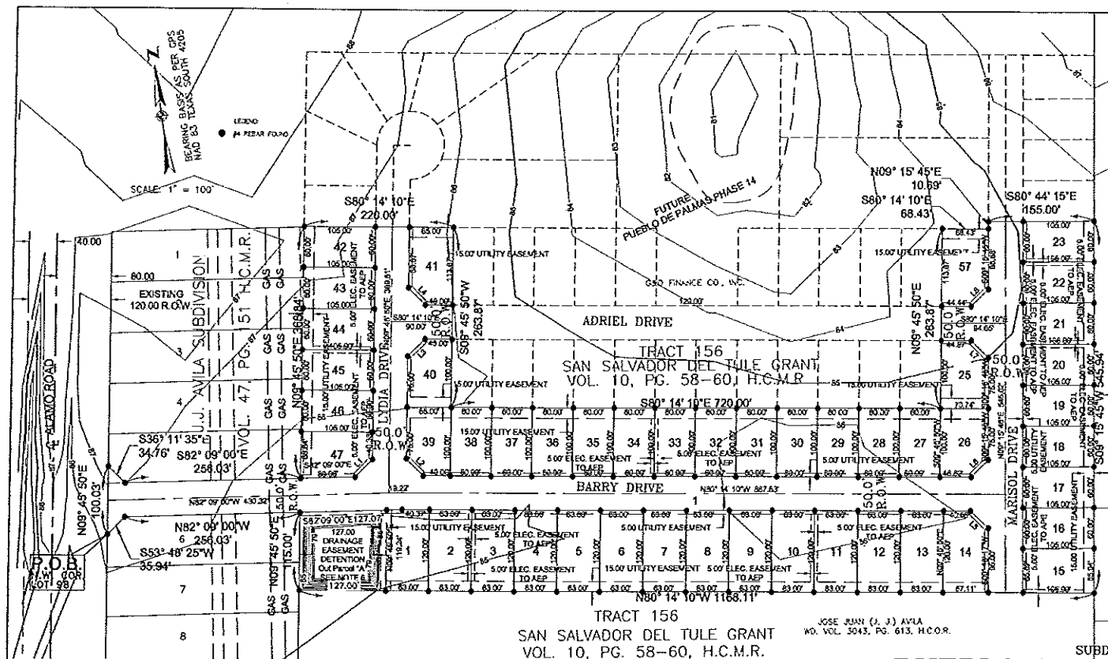
Sanitary Sewer Services will be provided by The City of Edinburg.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing ten (10) inch waterline on Alamo Road that will serve as the primary source of water for the proposed development.

The proposed subdivision plat was submitted to review by Oscar Salinas, HCOEC Inspector on February 13, 2012. The Applicant has met the requirements of the Hidalgo County Storm Water Construction Site Monitoring Program.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **April 17, 2012.**



Parcel Area Table		
Parcel #	SQ. FT.	Area
1	7,551.44	0.173
2	7,560.00	0.174
3	7,560.00	0.174
4	7,560.00	0.174
5	7,560.00	0.174
6	7,560.00	0.174
7	7,560.00	0.174
8	7,560.00	0.174
9	7,560.00	0.174
10	7,560.00	0.174
11	7,560.00	0.174
12	7,560.00	0.174
13	7,560.00	0.174
14	7,665.79	0.176
15	8,875.60	0.158
16	6,300.00	0.145
17	6,300.00	0.145
18	6,300.00	0.145
19	6,300.00	0.145
20	6,300.00	0.145
21	8,300.00	0.145
22	6,300.00	0.145
23	6,299.74	0.145
25	6,717.94	0.154
26	6,805.48	0.156

Parcel Area Table		
Parcel #	SQ. FT.	Area
27	6,000.01	0.138
28	6,000.01	0.138
29	6,000.01	0.138
30	6,000.01	0.138
31	6,000.01	0.138
32	6,000.01	0.138
33	6,000.01	0.138
34	6,000.01	0.138
35	6,000.01	0.138
36	6,000.01	0.138
37	6,000.01	0.138
38	6,000.01	0.138
39	6,187.51	0.142
40	6,187.50	0.142
41	7,069.05	0.163
42	6,300.00	0.145
43	6,300.00	0.145
44	6,300.00	0.145
45	6,300.00	0.145
46	6,300.00	0.145
47	6,731.57	0.155

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "X" UNSHADED AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN COMMUNITY

--PANEL NO. 4500334 0325 D EFFECTIVE: JUNE 6, 2000 REVISED TO REFLECT LOMR MAY 17, 2001 THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY AREA WITHIN THE 100-YEAR FLOOD PLAIN.
COMMUNITY PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000, REVISED TO REFLECT LOMR MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAN ADMINISTRATOR CERTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100- YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127.)

2. SETBACKS:
FRONT: 25 FEET
GARAGE FRONT: 18.00 FEET EXCEPT WHERE GREATER SET BACK REQUIRED
REAR: 15 FEET
SIDE: 6.00 FEET OR EASEMENT WHICH-EVER IS GREATER
CORNER SIDE: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER GARAGE SIDE: 18.00 FEET

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY SITE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE:
THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. NO. 1 - ELEV. 80.75 NAVD 88 DESCRIPTION: CONCRETE MONUMENT FOUND APPROXIMATELY 43.00 FEET NORTH OF FM. 2812 AND 30.00 FEET EAST OF BRUSHLINE ROAD.
B.M. NO. 2 - ELEV. 83.25 DESCRIPTION: MILLER & HUNT BRASS DISC LOCATED
N 16555914.57 & E 1115505.35, OR THE SOUTHWEST CORNER OF LOT 39 OF THIS SUBDIVISION.

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 34.124 CUBIC FEET (0.785 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: DETENTION WILL BE HELD WITHIN THE GREEN AREA, STREET AND DETENTION POND (OUT PARCEL "A") TO THE WEST OF LOT 1. THE HOMEOWNER'S ASSOCIATION SHALL MAINTAIN THE DETENTION POND AND WILL NOT FILL IN OR ADD PERMANENT STRUCTURE THAT MAY INTERFERE WITH DRAINAGE FLOW.

7. DRAINAGE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY POND OR UTILITY EASEMENTS. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE EASEMENT.

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES (EXCEPT PERIMETER FENCES RUNNING ALONG REAR OF PROPERTY LINES), BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. FOUND ½ INCH IRON RODS ON ALL LOT CORNERS.

12. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

13. AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO RECEIVING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METERS.

14. THE HOMEOWNERS ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE COUNTY OF HIDALGO, MAINTAINED 15' IN WIDTH, AND GRANTEE AS SHOWN HEREON. ALL CLAIMS RELATING TO THE DETENTION POND DEPICTED ON OUT PARCEL "A". THE HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE COST TO MAINTAIN THE DETENTION POND IN OUT PARCEL "A".

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

J. GARY FRISBY, PRESIDENT OF G&D FINANCE CO. INC., THE SOLE GENERAL PARTNER OF G&D FINANCIAL SERVICES, L.P. (DEVELOPER) AS OWNER OF THE 10.303 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PUEBLO DE PALMAS 12 SUBDIVISION HERE BY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARKS, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

G&D FINANCIAL SERVICES, L.P.

J. GARY FRISBY, PRESIDENT
G&D FINANCE CO., INC.
ITS SOLE GENERAL PARTNER
P.O. BOX 1000
MISSION, TEXAS 78573

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY
PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF_____, 20 .

NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

FRED L. KURTH, PE # 54151
DATE PREPARED: JANUARY 5, 2012
JOB No. (ENG.) 12020.00
BY: CRO

TRPE F#1435

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE PUEBLO DE PALMAS PHASE 12 WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION

FRED L. KURTH, RPLS # 4750
DATE SURVEYED:
BOOK I— , PGS.
JOB No. (SUR.) 09160.08

DESCRIPTION OF
PUEBLO DE PALMAS PHASE 12
METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 10.303 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING PART OR PORTION OF TRACT 156 OUT OF SAN SALVADOR DEL TULE GRANT, ACCORDING TO THE PLAT THEREOF RECORDED ON VOLUME 10, PAGE 58-60, HIDALGO COUNTY MAP RECORDS, SAID 10.303 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR FOUND ON THE WESTERNMOST NORTHWEST CORNER OF LOT 8 OF J.J. AVILA SUBDIVISION, VOL. 47, PG. 151 H.C.M.R. FOR AN OUT SIDE CORNER OF THIS SUBDIVISION;

THENCE, N 09° 45' 50" E A DISTANCE OF 100.03 FEET TO A #4 REBAR FOUND ON THE WESTERNMOST SOUTHWEST CORNER OF LOT 5 OF SAID J.J. AVILA SUBDIVISION FOR AN OUT SIDE CORNER OF THIS TRACT;

THENCE, S 36° 11' 35" E ALONG THE RIGHT-OF-WAY CLIP & SOUTH LINE OF SAID LOT 5 A DISTANCE OF 34.78 FEET TO #4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, S 82° 09' 00" E ALONG THE SOUTH LINE OF SAID LOT 5 A DISTANCE OF 256.03 FEET TO A #4 REBAR FOUND ON THE SOUTHEAST CORNER OF SAID LOT 5 FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, N 09° 45' 50" E ALONG THE EAST LINE OF SAID J.J. AVILA SUBDIVISION A DISTANCE OF 363.84 TO A #4 REBAR FOUND ON THE NORTHEAST CORNER OF SAID J.J. AVILA SUBDIVISION AND FOR THE NORTHERNMOST NORTHWEST CORNER OF THIS TRACT;

THENCE, S 80° 14' 10" E A DISTANCE OF 220.00 FEET TO A #4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, S 09° 45' 50" W A DISTANCE OF 263.87 FEET TO A #4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, S 80° 14' 10" E A DISTANCE OF 720.00 FEET TO A #4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, N 09° 45' 50" E A DISTANCE OF 263.78 FEET TO A #4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, S 80° 14' 10" E A DISTANCE OF 68.43 FEET TO A #4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, N 09° 15' 45" E A DISTANCE OF 10.59 FEET TO A #4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, S 80° 44' 15" E A DISTANCE OF 155.00 FEET TO A #4 REBAR FOUND ON THE WEST LINE OF LOT 63 OF SANTA CRUZ RANCH No. 2, VOL. 33, PG. 133-134 H.C.O.R. FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, S 09° 15' 45" W ALONG THE WEST LINE OF SAID LOTS 63 AND LOTS 51-92 OF SANTA CRUZ RANCHES No. 2, A DISTANCE OF 545.94 FEET TO A #4 REBAR FOUND ON A POINT ON SAID LOT 92 FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 80° 14' 10" W A DISTANCE OF 1168.11 FEET TO A #4 REBAR FOUND ON THE EAST LINE OF SAID J.J. AVILA SUBDIVISION FOR THE SOUTHERNMOST SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 09° 45' 50" E ALONG THE WEST LINE OF SAID J.J. AVILA SUBDIVISION, A DISTANCE OF 115.00 FEET TO A #4 REBAR FOUND ON THE NORTHEAST CORNER OF SAID LOT 8, FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, N 82° 09' 00" W ALONG THE NORTH LINE OF LOT 8 A DISTANCE OF 256.03 FEET TO A #4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, S 53° 48' 25" W ALONG THE RIGHT-OF-WAY CLIP AND THE NORTH LINES OF SAID LOT 8 A DISTANCE OF 35.94 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10.303 ACRES OF LAND, MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBERANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____, 20 _____.

(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY, PRESIDENT OF G&D FINANCE CO. INC. KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

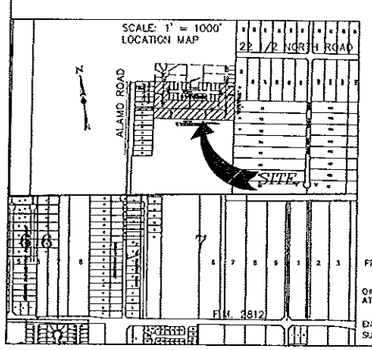
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20 _____

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

PUEBLO DE PALMAS PHASE 12 IS LOCATED IN THE CENTRAL PART OF HIDALGO COUNTY, LOCATED 281.00 FEET WEST OF ALAMO ROAD AND APPROXIMATELY 2400 FEET NORTH OF F.M. 2812. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY EDINBURG (POPULATION 77,100). PUEBLO DE PALMAS PHASE 12 LIES APPROXIMATELY 3 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021.
THIS SUBDIVISION FALL WITHIN PRECINCT 4.



Parcel Line Table		
Line #	Length	Direction
L1	35.94'	N53° 48' 25"E
L2	35.36'	S35° 14' 10"E
L3	35.36'	N54° 45' 50"E
L4	35.36'	N35° 14' 10"W
L5	35.24'	N35° 36' 59"W
L6	35.20'	N54° 30' 47"E
L7	35.51'	S35° 29' 13"E
L8	35.19'	N54° 30' 41"E

SUBDIVISION PLAT OF
PUEBLO DE PALMAS PHASE 12
BEING A RESUBDIVISION OF 10.303 ACRES
OUT OF TRACT 156
SAN SALVADOR DEL TULE GRANT
VOL. 10, PG. 58-60, H.C.M.R.
HIDALGO COUNTY, TEXAS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS PHASE 12 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT

ON _____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

INDEX TO SHEET OF PUEBLO DE PALMAS PHASE 12

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP, LOTS STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS), ENGINEER CERTIFICATION; SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION, CITY APPROVAL CERTIFICATE, N.A.M.S.C. CERTIFICATION; DRAINAGE DISTRICT # 1 CERTIFICATION; HIDALGO COUNTY CERTIFICATION, HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR, HIDALGO COUNTY CLERK CERTIFICATION COUNTY CLERK'S RECORDING CERTIFICATE.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/ OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION), AND ENGINEERING CERTIFICATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE;

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; CONSTRUCTION DETAILS.

DRAWN BY: CRO	DATE:
SURVEYED, CHECKED	DATE:
FINAL CHECK	DATE:

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: ATTN:	G&D FINANCIAL SERVICES L.P. J. GARY FRISBY-PRESIDENT G&D FINANCE CO., INC. ITS SOLE GENERAL PARTNER	P.O. BOX 1000	MISSION TX, 78573	(956) 583-1114	(956) 583-8343
ENGINEER:	FRED L. KURTH	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. MCINTYRE — OFF: (956) 381-0981
EDINBURG, TX 78541 — FAX: (956) 381-1839
227 N. F.M. 3167 — OFF: (956) 487-5256
RIO GRANDE CITY, TX 78582 — FAX: (956) 430-5551
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
DOCUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

CITY OF EDINBURG
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(3)

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION OF THIS CITY WHEREIN MY

DATE — CHAIRMAN PLANNING & ZONING COMMISSION

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ____ M. ON _____, _____, AND WAS RECORDED IN BOOK _____, SHEET(S) ____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ____ M ON _____, _____.

_____ HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS PHASE 12 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____.

_____ DATE _____
HIDALGO COUNTY JUDGE

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: April 18, 2012

RE: **Eduardo's No. 11 Subdivision – Pct. 3**
Final Approval

Eduardo's No.11 Subdivision is a twenty seven (27) lot subdivision located on the West side of Brushline Road approximate ½ miles north of FM 2221.

The proposed Subdivision lies within the rural area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on August 31, 2011. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be provided by on-site drainage detention swales. The nearest drain ditch outfall is approximately 3 miles south from the subdivision development.

The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on September 14, 2011. The proposed subdivision plat will dedicate ten (10) feet on Brushline Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. All septic tanks have been installed and inspected by The Hidalgo County Environmental Health Department.

Water Services will be provided by AGUA S.U.D. There is an existing eight (8) inch waterline on Brushline Road that will serve as the primary source of water for the proposed development.

The proposed subdivision plat was reviewed by Oscar Salinas, HCOEC Inspector on March 15, 2012. Final review was completed and met requirement of the Hidalgo County MS4 permit (TXR040408) Construction Site Monitoring Program.

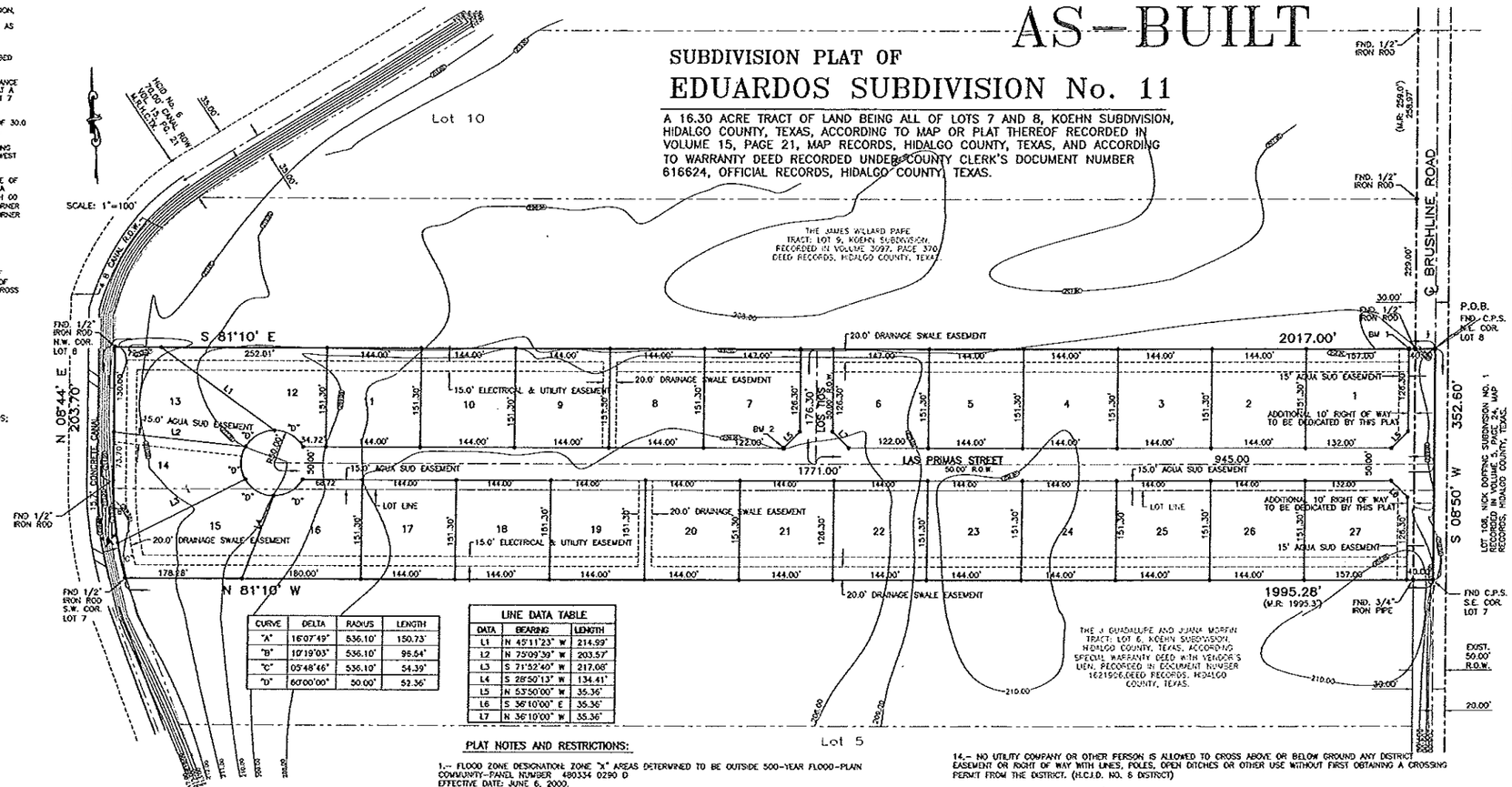
The Subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on October 25, 2011. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **April 17, 2012.**

AS-BUILT

SUBDIVISION PLAT OF
EDUARDOS SUBDIVISION No. 11

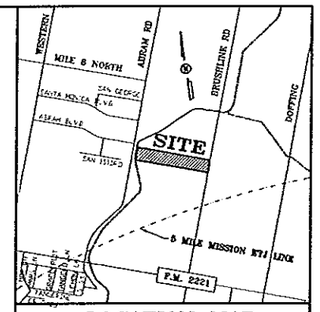
A 16.30 ACRE TRACT OF LAND BEING ALL OF LOTS 7 AND 8, KOEHN SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 15, PAGE 21, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 616624, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



CURVE	DELTA	RADIUS	LENGTH
"A"	16°07'49"	536.10'	150.73'
"B"	10°19'03"	536.10'	96.54'
"C"	05°48'46"	536.10'	54.39'
"D"	60°00'00"	50.00'	52.36'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 45°11'23" W	214.99'
L2	N 75°09'39" W	203.57'
L3	S 71°52'40" W	217.08'
L4	S 28°50'13" W	134.41'
L5	N 53°50'00" W	35.36'
L6	S 36°10'00" E	35.36'
L7	N 36°10'00" W	35.36'

LOT No.	AREA (S.F.)	AREA (AC)
1	23,441.60	0.538
2-5	21,787.20	0.500
6-7	21,913.50	0.503
8-11	21,787.20	0.500
12	22,024.03	0.505
13	23,286.88	0.534
14	22,152.93	0.508
15	22,329.84	0.512
16	22,413.66	0.514
17-26	21,787.20	0.500
27	23,441.60	0.538



LOCATION MAP
SCALE= 1":2000'

METES AND BOUNDS

BEING A 16.30 GROSS ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF LOTS 7 AND 8, KOEHN SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 15, PAGE 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 16.30 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE FOUND ON THE NORTHEAST CORNER OF SAID LOT 8 LOCATED WITHIN THE RIGHT-OF-WAY OF BRUSHLINE ROAD FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH 08 DEGREES 50 MINUTES WEST, COINCIDENT WITH THE EAST LINE OF SAID LOTS 7 AND 8, A DISTANCE OF 316.0 FEET PASSING THE SOUTHEAST CORNER OF SAID LOT 8 AND THE NORTHEAST CORNER OF SAID LOT 7, AT A DISTANCE OF 352.60 FEET IN ALL TO A COTTON PICKER SPINDLE FOUND ON THE SOUTHEAST CORNER OF SAID LOT 7 FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, NORTH 81 DEGREES 10 MINUTES WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 30.0 FEET PASS A ¾ INCH DIAMETER IRON PIPE FOUND ON INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID BRUSHLINE ROAD, AT A DISTANCE OF 1,995.28 FEET IN ALL TO A ¾ INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF SAID LOT 7 LOCATED ON A CURVE TO THE RIGHT WHOSE RADIUS IS 536.10 FEET AND BEING FURTHER LOCATED ON INTERSECTION WITH THE EAST LINE OF A 70.0 FOOT CANAL RIGHT-OF-WAY FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, TO THE RIGHT, IN A NORTHEASTERLY DIRECTION WITH SAID CURVE BEING COINCIDENT WITH THE WEST LINE OF SAID LOT 7 AND THE EAST LINE OF SAID CANAL RIGHT-OF-WAY, AN ARC LENGTH DISTANCE OF 150.73 FEET WITH A RADIUS OF 536.10' (THROUGH AN DELTA ANGLE OF 16 DEGREES 07 MINUTES 49 SECONDS; CHORD BEARING NORTH 00 DEGREES 40 MINUTES 05 SECONDS EAST) PASS THE NORTHWEST CORNER OF SAID LOT 7 AND THE SOUTHWEST CORNER OF SAID LOT 8 TO A ½ INCH DIAMETER IRON ROD FOUND ON THE WEST LINE OF SAID LOT 8 FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 08 DEGREES 44 MINUTES EAST, COINCIDENT WITH THE WEST LINE OF SAID LOT 8, A DISTANCE OF 203.70 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID LOT 8 FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE, SOUTH 81 DEGREES 10 MINUTES EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 1,937.0 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID BRUSHLINE ROAD, AT A DISTANCE OF 2,017.0 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 16.30 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE EAST 30.0 FEET (OR 0.24 ACRES, MORE OR LESS) ARE LOCATED WITHIN THE RIGHT-OF-WAY OF SAID BRUSHLINE ROAD, LEAVING 16.06 NET ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, DIANA LAURA IZAGUIRRE, OWNER OF THE 16.30 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED EDUARDO'S SUBDIVISION No.11, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

DIANA LAURA IZAGUIRRE — DATE
LAS DIANAS LAND DEVELOPMENT, LLC.
7413 N. LA HOMA
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personaly appeared DIANA LAURA IZAGUIRRE proved to me through her Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 2012.

DAISY BONILLA — MY COMMISSION EXPIRES August 02, 2013

NOTARY PUBLIC– STATE OF TEXAS

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION DELIVERY FACILITIES, AS REQUIRED BY THE DISTRICT'S SUBDIVISION POLICIES, TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT AND BY VIRTUE OF THESE REQUIREMENTS IT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH FACILITIES.

DATED THIS THE_____ DAY OF _____, 2012.

ATTEST: _____ SECRETARY — _____ PRESIDENT

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the EDUARDO'S SUBDIVISION No. 11 was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

_____ Hidalgo County Judge — _____ date

ATTEST: _____ Hidalgo County Clerk — _____ date

STATE OF TEXAS
COUNTY OF HIDALGO
COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, certify that the plat bearing this certificate was filed for record at _____o'clock _____ M.on_____, _____, and was recorded in Book _____, Sheet(s)_____ the Plat Records of Hidalgo County at o'clock_____M on_____, _____.

_____ Hidalgo County Clerk.

NOTE:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

I, FRANCISCO FLORES, HEREBY CERTIFY THAT THE AQUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR THE EDUARDO'S SUBDIVISION No.11 HIDALGO COUNTY, TEXAS THE AQUA SPECIAL UTILITY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS. THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE AQUA SPECIAL UTILITY DISTRICT AGREES THAT IT WILL PROVIDE WATER TO THIS AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION

_____ FRANCISCO FLORES, AQUA SPECIAL UTILITY DISTRICT GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS — GILBERTO A. GRACIA — 62177 — REGISTERED PROFESSIONAL ENGINEER

_____ GILBERTO A. GRACIA, REGISTERED PROFESSIONAL ENGINEER No. 62477, IZAGUIRRE ENGINEERING GROUP, LLC. 7413 N. LA HOMA, MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE EDUARDO'S SUBDIVISION No.11, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON _____

STATE OF TEXAS — ALFONSO QUINTANILLA — 4656 — REGISTERED PROFESSIONAL LAND SURVEYOR

_____ ALFONSO QUINTANILLA R.P.L.S. No. 4656 — _____ DATE

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD-PLAIN COMMUNITY–PANEL NUMBER 480334 0290 D
EFFECTIVE DATE: JUNE 6, 2000.

2.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER NON–RESIDENTIAL USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2 – 26.

3.– MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4.– LEGEND ● – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

5.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

6.– MINIMUM BUILDING SETBACK LINES:
FRONT ..... 25.00'
REAR ..... 15.00'
SIDE ..... 6.00'
SIDE ABUTTING RIGHT OF WAY BRUSHLINE RD. ..... 15.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES
LOT 1 & 27 IF USED FOR COMMERCIAL ONLY ..... 40.00'

7.– DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 39,753 CUBIC FEET (0.91 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

8.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9.– BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. B.M. 1 ELEV. 210.00 AT A IRON ROD LOCATED ON THE NORTHEAST CORNER OF THIS DEVELOPMENT N.A.V.D. 88 DATUM.
B.M. 2 ELEV. 208.00 AT A IRON ROD LOCATED AT THE SOUTHWEST CORNER OF LOT 7, N.A.V.D. 88 DATUM.

10.– EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

11.– DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

12.– EACH LOT HAS A 15' WIDE PUBLIC UTILITY AND 20' DRAINAGE EASEMENT RUNNING ALONG THE REAR OF THE LOT. THE REAR OF THE LOT IS DEFINED AS THAT PORTION FARTHEST FROM STREET.

13.– ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO H.C.I.D. NO. 6 DISTRICT, AND NO OTHER UTILITIES OR USE IS ALLOWED WITHOUT EXPRESS APPROVAL BY THE DISTRICT.

14.– NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT. (H.C.I.D. NO. 6 DISTRICT)

15.– NO PERMANENT STRUCTURES, (EXAMPLE, FENCES OF ANY CONSTRUCTION WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

16.– LOTS 1 & 27 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO BRUSHLINE RD. UNLESS UTILIZED FOR COMMERCIAL USE ONLY. IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE AND HAVE DOUBLE FRONTAGE, THEN THE LOT OWNER WILL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS ALONG LAS PRIMAS STREET TO DENY ACCESS ONTO LOT. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 19 AND IS SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

17.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

18.– DIANA L. IZAGUIRRE, THE OWNER & SUBDIVIDER OF EDUARDO'S SUBDIVISION No.11, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No.2 OF THIS PLAT.

19.– AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

20. THE RESIDENTIAL LOTS SHOULD REFLECT SERVICE BY A 3/4" METER.

21. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

22. ALL LOTS IN EDUARDOS SUBDIVISION No. 11 ARE HEREBY GRANTED A "DRAINAGE EASEMENT" WITH RESPECT TO SURFACE WATER RUN–OFF FROM ALL LOTS IN EDUARDOS SUBDIVISION No. 11 TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF EDUARDOS SUBDIVISION No. 11 THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDE BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT AREA ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING EDUARDOS SUBDIVISION No. 11 BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN EDUARDOS SUBDIVISION No. 11, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN EDUARDOS SUBDIVISION No. 11 ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE. BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

EDUARDO'S SUBDIVISION No.11 IS LOCATED IN WEST HIDALGO COUNTY, APPROXIMATELY 3,050.0 FEET NORTH OF MILE 7 NORTH ROAD (FM 2221) AND ON THE WEST SIDE OF BRUSHLINE ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 77,058). EDUARDO'S SUBDIVISION No.11 LIES APPROXIMATELY 5.15 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY OF MISSION'S FIVE–MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PCT. NO. 3.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF EDUARDO'S SUBDIVISION No.11 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____

_____ HIDALGO COUNTY RIGHT OF WAY DIRECTOR — _____ DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF EDUARDO'S SUBDIVISION No.11 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

_____ ENVIRONMENTAL HEALTH DIVISION MANAGER — _____ DATE

INDEX OF SHEETS

SHEET 1.– HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINT THE PROJECT IS SITUATED; H.C.I.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; RIGHT OF WAY CERTIFICATION, HCMD CERTIFICATION; REVISION NOTES.

SHEET 2.– WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); LOCATION OF BORE FOR OSSF SYSTEM; TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT;

SHEET 3.– DETAIL SHEET

SHEET 4.– PAVING DISTRIBUTION AND DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; TYPICAL ROADWAY SECTION; CURB AND GUTTER SECTION; VALLEY GUTTER SECTION;

SHEET NO. 1 OF 4 SHEETS	FILENAME: R:\SUBD\HIDALGO CO\EDUARDO'S No 11\PLAT			
	DATE PREPARED: JULY 23, 2011	PREPARED BY: DT	CHECKED BY: D L L	APPROVED BY: G.A.G.
	DATE REVISED: DEC. 20, 2012	REVISED BY: D L L	CHECKED BY: G.A.G.	APPROVED BY: G.A.G.

NO.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	DIANA LAURA IZAGUIRRE	7413 N. LA HOMA RD	MISSION, TEXAS 78574	(956)240-3246	(956)565-0554
ENGINEER:	GILBERTO A. GRACIA	7413 N. LA HOMA	MISSION, TEXAS 78574	(956)584-0554	(956)584-0554
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TEXAS 78539	(956)381-6480	(956)381-0527

IZAGUIRRE ENGINEERING GROUP, LLC.

7413 N. LA HOMA
MISSION TX, 78574

CONSULTING ENGINEERS
F–10214

TEL. (956) 584–0554
FAX. (956) 584–0190

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: Judge Ramon Garcia, County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: April 18, 2012

RE: **Lopez Heights Subdivision – Pct. 4**
Final Approval with Financial Guarantee

Lopez Heights Subdivision is a one (1) lot subdivision located on the South side of Iowa Road approximate ½ mile East of Tower Road.

The proposed Subdivision lies within the Rural area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on August 04, 2011. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM. As per the H.C.D.D. No. 1 approved Drainage Report, drainage will be provided by properly graded landscaped areas which will overflow towards the existing drain ditch.

The proposed subdivision plat was submitted to, reviewed, and approved by Jaime Salinas, ROW Agent on March 13, 2012. The proposed subdivision plat will dedicate twenty (20) feet on Jackson Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF.

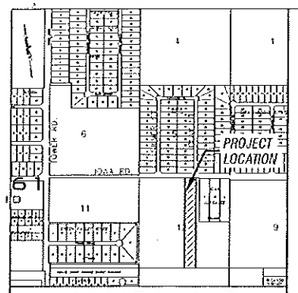
Water Services will be provided by N.A.W.S.C. There is an existing eight (8) inch waterline on Iowa Rd. that will serve as the primary source of water for the proposed development.

The proposed subdivision plat was reviewed by Ann Marie De La Fuente, Administrative Assistant on March 12, 2012. Project will not need to meet any storm water requirements. Coverage under TPDES general permit for construction activities (TXR150000) is not required.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on September 27, 2011 with a variance request. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules.

The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of $1,5000.00 was submitted and deposited into the Escrow Account. The Cash Deposit will be used to secure the installation of one septic tank.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **April 17, 2012.**



LOCATION MAP
SCALE: 1" = 1000'

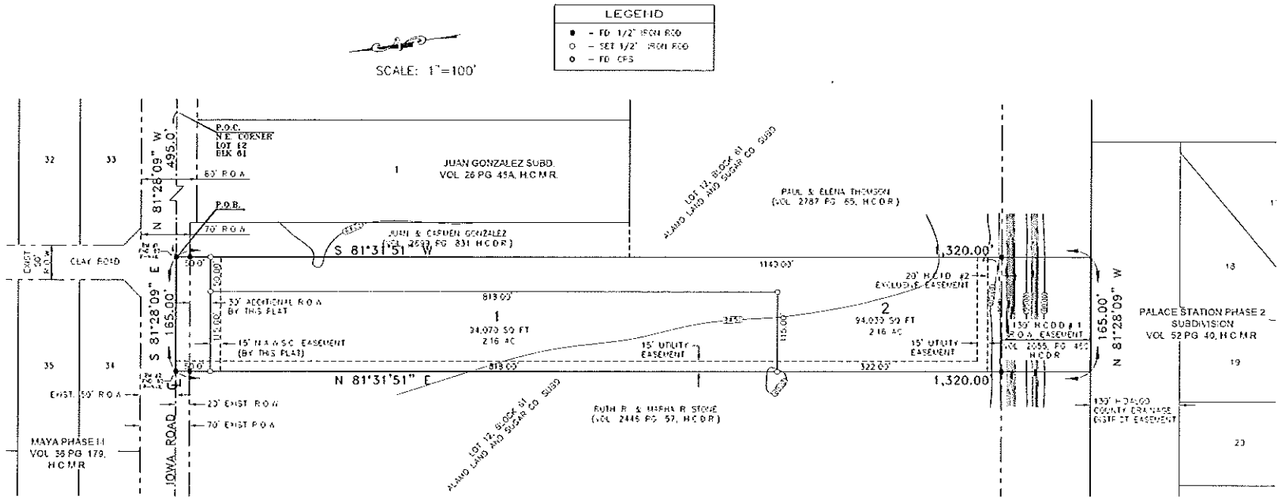
PREPARED BY:
BARRERA INFRASTRUCTURE GROUP, INC.
7001 NORTH 10TH STREET SUITE 300
McALLEN, TEXAS 78504
DATE PREPARED: 5/27/11
DATE SURVEYED: 7/8/11

SUBDIVISION PLAT OF

LOPEZ HEIGHTS SUBDIVISION

A 5.00 ACRE TRACT OUT OF LOT 12, BLOCK 61 ALAMO LAND AND SUGAR COMPANY SUBDIVISION, AS PER MAP RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

PLAT SHEET 1 OF 2



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY.

LOPEZ HEIGHTS SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 4 ON THE SOUTH SIDE OF IOWA ROAD, APPROXIMATELY 2000 FEET EAST OF TOWER ROAD. THE CITY OF EDINBURG (POP. 77,100) IS THE NEAREST MUNICIPALITY. LOPEZ HEIGHTS SUBDIVISION IS NOT WITHIN THE CITY OF EDINBURG'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), LEON G. LOPEZ AND GRACIELA LOPEZ, AS OWNER (S) OF THE 5.0 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LOPEZ HEIGHTS SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER UTILITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE

_____ _____
LEON G. LOPEZ — DATE
P.O. BOX 3757
EDINBURG, TX 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THE PERSON(S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

STATE OF TEXAS
COUNTY OF HIDALGO

I, RENE BARRERA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT

_____ _____
RENE BARRERA — DATE
LICENSED PROFESSIONAL ENGINEER NO. 86552
BARRERA INFRASTRUCTURE GROUP, INC
7001 N. 10TH STREET SUITE 300
McALLEN, TEXAS 78504



HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

AS THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOPEZ HEIGHTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____

_____
HIDALGO COUNTY JUDGE — DATE

ATTEST _____
HIDALGO COUNTY CLERK — DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT ____ O'CLOCK ____ ON _____, _____, AND WAS RECORDED IN BOOK _____, SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ ON _____, _____

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LOPEZ HEIGHTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ 20___

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LOPEZ HEIGHTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20___

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID CHAIR SALINAS, A REGISTER PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS, EASEMENTS, AND STREETS OF LOPEZ HEIGHTS SUBDIVISION AND ITS METES AND BOUNDS DESCRIPTION HERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON

_____
_____ _____
SALINAS, DAVID CHAIR — DATE
SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVENUE
McALLEN, TX 78501
(956)682-9331
LICENSE 5742

GENERAL PLAT NOTES & RESTRICTIONS:

1 FLOOD ZONE STATEMENT.
FLOOD ZONE DESIGNATION: ZONE "C" COMMUNITY-PANEL NO. 480334 0425 C MAP REVISED NOVEMBER 16, 1982

ZONE "C" AREAS OUTSIDE THE 100-YEAR FLOOD PLAIN

COMMUNITY-PANEL NO. 480334 0425 C MAP REVISED NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFY AREAS AS SHOWN ON THIS PLAT OF THE PROPOSED SUBDIVISION TO BE WITHIN FLOOD ZONE "C".

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127)

2 SETBACKS:
FRONT: 50.0 FEET
REAR: 15.0 FEET OR EASEMENT WIDTH WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WIDTH WHICHEVER IS GREATER

3 GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHAL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

4 MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER LINE OF STREET PAVEMENT OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER

ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS LOCATED WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION

5 BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS
—>BM NO. 1=ELEV. 85.13 N.G.V.D. 29, DESCRIPTION: FOUND 60 PENNY NAIL FOUND ON NORTH LINE OF LOT 12 AND CENTERLINE OF IOWA ROAD FOR NORTHEAST CORNER OF THIS SUBDIVISION
—>BM NO. 2=ELEV. 85.02' N.G.V.D. 29, DESCRIPTION: 60 PENNY NAIL FOUND ON THE NORTH LINE OF LOT 12 AND CENTERLINE OF IOWA ROAD FOR NORTHEAST CORNER OF THIS SUBDIVISION

6 DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN 2,176 CUBIC FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IS IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO. 2 FOR DRAINAGE REPORT)

7 AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLANS ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS

8 ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS

A OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR MULTI-FAMILY AND/OR COMMERCIAL USE

B EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY

C ALL OSSF SYSTEMS SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM

E APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT

F A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

9 THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

10 LEON G. LOPEZ, THE OWNER & SUBDIVIDER OF LOPEZ HEIGHTS SUBDIVISION, REPAIR ALL EASEMENT WITHIN EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO 2 OF THIS PLAT

11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT

12 EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES OR AS REQUIRED BY THE UTILITY COMPANY OCCUPYING THE EASEMENT. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

METES AND BOUNDS DESCRIPTION

A 5.00 ACRE TRACT OF LAND BEING REFERRED TO AS THE WEST 5.00 ACRES OF THE EAST 20.00 ACRES OF LOT 12, BLOCK 61, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGES 24,25 AND 26, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 5.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING AT A 60 PENNY NAIL FOUND ON THE NORTH LINE OF LOT 12 AND IN THE CENTERLINE OF IOWA ROAD FOR THE NORTHEAST CORNER OF THIS TRACT, SAID NAIL BEARS N 81°28'09" W, A DISTANCE OF 495.00 FEET FROM THE NORTHEAST CORNER OF LOT 12,

THENCE, S 8°31'51" W, PASSING A ½" IRON ROD SET AT 20.00 FEET FOR THE SOUTH R.O.W. LINE OF SAID IOWA ROAD, PASSING A ½" IRON ROD SET AT 1133.00 FEET FOR THE NORTH EDGE OF A DRAIN DITCH SPOIL BANK, A TOTAL DISTANCE OF 1320.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 12 FOR THE SOUTHEAST CORNER OF THIS TRACT,

THENCE, N 81°28'09" W, ALONG THE SOUTH LINE OF LOT 12, A DISTANCE OF 165.00 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THIS TRACT,

THENCE, N 8°31'51" E, PASSING A ½" IRON ROD SET AT 133.00 FEET FOR THE NORTH EDGE OF A DRAIN DITCH SPOIL BANK, PASSING A ½" IRON ROD SET AT 1320.00 FEET FOR THE SOUTH R.O.W. LINE OF IOWA ROAD, A TOTAL DISTANCE OF 1320.00 FEET TO A 60 PENNY NAIL FOUND ON THE NORTH LINE OF LOT 12, AND IN THE CENTERLINE OF IOWA ROAD FOR THE NORTHWEST CORNER OF THIS TRACT,

THENCE, S 81°28'09" E, ALONG THE NORTH LINE OF LOT 12, AND THE CENTERLINE OF SAID IOWA ROAD, A DISTANCE OF 165.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 5.00 ACRES OF LAND MORE OR LESS

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS

_____ _____
DISTRICT MANAGER — DATE

HIDALGO COUNTY IRRIGATION DISTRICT #2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT #2 ON THIS THE ____ DAY OF _____ 20 ___

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 R.O.W.S OR EASEMENTS

PRESIDENT _____ ATTEST _____
SECRETARY

NORTH ALAMO WATER SUPPLY NOTE

Each lot owner by deed transfer from the undersigned owner(s) of the property shown on the plat shall automatically assume and indemnify the entity named "grantee" therein one or more persons (the grantee). A corporation or any entity (if not) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called "grantee", the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey to said grantee, its successors and assigns, an exclusive perpetual easement and the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove water connection lines and appurtenances over and across the property described herein, together with the right of ingress and egress over grantor's adjacent lands for the purposes for which the above mentioned rights are granted. This easement hereby granted shall not exceed 15' in width and grantee is hereby authorized to determine the width of the easement herein acquired except that when the easement(s) granted, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted shall be on a public road and the city, county or state thereafter widens or reconstructs the said road so as to require relocation of the water lines on said easement, grantor grants to grantee an additional easement over and across the land owned by or in part by the grantor for the purpose of initially relocating said water lines as may be necessary to clear the road improvements. An easement hereby granted shall not be limited to a strip of land 15' in width, the center line thereof being the deed as described.

The consideration recited herein and constitute payment in full for all damages sustained by grantor by reason of the said grant, maintenance, repair, replacement and relocation of the installations referred to herein. This agreement together with other provisions of the grant are binding on assigns of the parties hereto and all subsequent owners of the land described herein. The grantor covenants that he is the owner of the above-described lands and that he has the right to convey the said easement and that

The easement granted herein was acquired in connection with federally financed construction. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the grantee owns or operates the facility.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 20____

_____
LEON G. LOPEZ
P.O. BOX 3757
EDINBURG, TX 78540

INDEX TO SHEET OF LOPEZ HEIGHTS SUBDIVISION

SHEET 1	HEADING, NOTE, LOCATION MAP AND ETJ, PRINCIPAL CONTACTS, PLAT WITH LOTS, STREETS AND EASEMENT DESIGNATIONS, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED, SURVEYOR'S AND ENGINEER'S CERTIFICATION, COUNTY ROAD AND HEALTH DEPT. SIGNATURE OF APPROVAL CERTIFICATION, IRRIGATION DISTRICT NOTES AND CERTIFICATE OF APPROVAL, LEGAL DESCRIPTION (METES AND BOUNDS), PLAT NOTES AND ATTESTATION, CERTIFICATION, COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, HCDD No. 1 CERTIFICATION, REVISION NOTES
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (WWSF) MAP, ENGINEER'S REPORT (ENGLISH AND SPANISH VERSION) INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE AND ENGINEER'S CERTIFICATION, REVISION NOTES

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER	LEON G. LOPEZ	P.O. BOX 3757	EDINBURG, TEXAS 78540	(956) 357-1656	
ENGINEER	RENE BARRERA	7001 NORTH 10TH STREET SUITE 300	McALLEN, TEXAS 78504	(956) 687-3155	(956) 992-8831
SURVEYOR	DAVID G. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9331	

NO.	SHEET	REVISION	DATE	APPROVED

BIG
FIRM NO. 6435
7001 N. 10th Street, Ste. 300
McAllen, Texas 78504
956-687-3155
956-992-8831 (FAX)

AI-32009 **Precinct #2** **15. A.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Commissioner Hector Palacios

Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of "Supplemental Agreement No.1" for R. Gutierrez Engineering Corporation, Contract #C-10-376-12-14 resulting in an estimated cost increase of $8,800.00 for services under the Work Authorization No. 8 for the Minnesota Drain Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-122-058-0-711

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

BUDGETARY IMPACT:

PO #666710 available balance in the amount of 29,746.30

* Account availablity in the amount of $187,100.00 as of 4/20/2012

** WA #8 approved on 11/15/2011 AI-29594

Attachments

SA No.1
PO Increase
UC email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/27/2012 08:59 AM
Purchasing Department	agarcia	04/27/2012 04:30 PM
Form Started By: Yolanda Cisneros		Started On: 04/20/2012 04:24 PM
Final Approval Date: 04/27/2012		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO WORK AUTHORIZATION NO. 8
Contract No. C-10-376-12-14

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions 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".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 8 to Contract No. C-10-376-12-14, on the 15th day of November 2011, to provide professional engineering and surveying services for the preliminary engineering, final design, and construction phase services for the improvement of an existing drain ditch off Minnesota Road, and it has now become necessary to revise the scope of work to include additional services;

WHEREAS, in Work Authorization No. 8, the estimated cost for services under the Work Authorization are $170,957.18, and it has now become necessary to revise the estimated cost;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 8 as follows:

1. The scope of services is supplemented by adding the following:
   The ENGINEER will develop four (4) additional survey parcels with metes and bounds for use in obtaining ROW for the Minnesota Drain Ditch project.

2. The estimated cost for services under this Work Authorization is now $179,757.18.

3. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement to Work Authorization No. 8, for Professional Engineering Services to be executed as of the ____ day of _____ 2012.

R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Ramiro Gutierrez, P.E., President

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-376-12-14
Supplemental Agreement No. 1
Work Authorization No. 8

EXHIBIT D
Fee Estimate

TASK	PART I - CONTRACT AMOUNT
Basis for Engineering Fee based on Article 5A of Contract	
Project Estimated Construction Cost	$1,125,306.53
Engineering Services Fee (8% of Construction Cost)	$90,024.52
Topographic Survey Services Fee (2.5% of Construction Cost)	$28,132.66
Basic Fee (Prelim Eng, Design & Construction Services Fee)	**$118,157.18**
PART I - DATA COLLECTION & PRELIMINARY ENGINEERING AND DESIGN (50% of Basic Fee)	**$59,078.59**
DATA COLLECTION (40% of Prelim Eng Fee)	$23,631.44
SCHEMATIC DESIGN (60% of Prelim Eng Fee)	$35,447.15
SUB-TOTAL (Prelim Eng Fee)	**$59,078.59**
PART II - RIGHT-OF-WAY MAP (Add'l Services)	**$53,600.00**
OBTAIN TITLE REPORTS (Est 16 Parcels) (@ $600.00/Parcel)	$9,600.00
DEVELOP PARCELS & R.O.W. MAP (Est 20 Parcels) (@ $2,200.00/Parcel)	$44,000.00
SUB-TOTAL (R.O.W. Map Fee)	**$53,600.00**
PART III - FINAL DESIGN (30% of Basic Fee)	**$35,447.15**
30% Plans Submittal (30% of PS&E Fee)	$10,634.15
60% Plans Submittal (30% of PS&E Fee)	$10,634.15
90% Plans Submittal (30% of PS&E Fee)	$10,634.15
100% Plans Submittal (10% of PS&E Fee)	$3,544.72
SUB-TOTAL (PS&E Fee)	**$35,447.15**
PART IV - CONSTRUCTION SERVICES (20% of Basic Fee)	**$23,631.44**
Construction Services	$23,631.44
SUB-TOTAL (Construction Services Fee)	**$23,631.44**
PART V - SPECIAL SERVICES (Add'l Services)	**$8,000.00**
Geotechnical Investigation	$8,000.00
SUB-TOTAL (Special Services Fee)	**$8,000.00**
TOTAL	**$179,757.18**

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: ***666710***
Increase # 01 for this Purchase Order
Procurement Method:

- ❑ Contract # C-10-376-12-14
- ❑ 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: 234443
Vendor Name: R. Gutierrez Engineering Corp.
Address: 130 E. Park Ave.
Pharr, Texas 78577

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$170,957.18
1	EACH	**(NIGP #92533)** Right of Way Service Cost (additional) SUPPLEMENTAL AGREEMENT NO.1 **AFTER COURT & PURCHASING APPROVAL SEND COPY TO COUNTY AUDITOR'S OFFICE TO THE ATTENTION OF LUPITA GARZA**	$8,800.00	**$8,800.00**
		Amount of Increase Request		**$8,800.00**
		TOTAL AMOUNT		**$179,757.18**

Account Number: ***2-1342-431-00-122-058-0-711***

Reason: ADDITIONAL SURVEY PARCELS OBTAINING FOR THE MINNESOTA DRAIN PROJECT

Authorization: _____ April 20, 2012
Department Head — Date

Reviewed by: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

carlos.jasso

From: carlos.jasso [carlos.jasso@ucp.co.hidalgo.tx.us]
Sent: Wednesday, April 25, 2012 3:59 PM
To: 'Eralio Palacios'
Cc: 'antonio.barco'
Subject: Minnesota Drain Project: Precinct No.2

Mr. Palacios,

Good Afternoon! We have received the Supplemental Agreement No.1 for Professional Engineering Services for the Minnesota Drain Project in Precinct No.2. Please know since the precinct is paying for the Professional Engineering Services we will respect the decision of Commissioner Hector "Tito" Palacios regarding this matter.

Note: The document is ready to be picked at our office.

Should you have any questions regarding this matter please contact me.

Thanks,

Carlos Jasso
Hidalgo County Urban County Program
(956) 787-8127

AI-32077 **Precinct #2** **15. B.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Yoli Cisneros **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of "Supplemental Agreement No.1" for Raba-Kistner Consultants, Contract #C-11-110-04-12 resulting in an estimated cost increase of $14,353.59 for services under the Work Authorization No. 3 for El Gato Road Improvement Project.

BACKGROUND

Work Authorization No.3 approved on 8/9/2011 #AI-27825

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-051-0-XXX

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

BUDGETARY IMPACT:

PO #662667 available balance in the amount of $1,361.74 as of 4/25/2012

Available balances for obj.731 & obj.841 as of 04/27/12.

Attachments

PO Increase

SA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/25/2012 02:56 PM
Purchasing Department	agarcia	04/27/2012 04:30 PM

Form Started By: Yolanda Cisneros Started On: 04/25/2012 02:11 PM

Final Approval Date: 04/27/2012

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: ***662667***
Increase # 01 for this Purchase Order
Procurement Method:
- ❑ Contract # _____
- ❑ 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: 172472
Vendor Name: Raba Kistner, Inc.
Address: P. O. Box 690287
San Aontnio, TX 78269-0287

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$13,063.11
		(NIGP #92528) SUPPLEMENTAL AGREEMENT NO.1		
1	EACH	**(49.82%)** 2-1200-431-00-122-051-0-731	$642.92	**$642.92**
1	EACH	**(50.18%)** 2-1200-431-00-122-051-0-841	$647.56	**$647.56**
		AFTER APPROVAL PLEASE SEND COPY TO COUNTY AUDITOR'S TO THE ATTENTION OF LUPITA GARZA		
		Amount of Increase Request		$1,290.48
		TOTAL AMOUNT		***$14,353.59***

Account Number: **2-1200-431-00-122-051-0-XXX**

Reason: INCREASE BASED ON SUPPLEMENTAL AGREEMENT NO.1 CCM (PENDING) APPROVAL ON 5/01/2012 ai-32077

Authorization: _____ April 25, 2012
Department Head — Date

Reviewed by: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT FORM

C-11-110-04-12

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.1

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Raba Kistner Consultants, Inc.** Professional Engineers of, **McAllen,** Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **02nd** day of **September, 2008** concerning engineering for materials testing (the "Services") for the El Gato Road Improvements 2011 – Alamo, Hidalgo County, Texas (hereinafter referred to as the "**Project**"); and,

WHEREAS, Amendment, establishes that the Estimated Cost is **$13,063.11;** and establishes the projects to be designed,

WHEREAS, it has become necessary to amend the Agreement to add projects resulting in an increased estimated amount.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. The Estimated Cost is revised to $14,353.59.

II. Attachment "A" (Additional Testing Services) is revised and made part of this agreement as attached.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____.

THE ENGINEER:
Raba Kistner Consultants, Inc.

BY: _____
(Dennis C. Charkow)

Address for Giving Notices:
800 E. Hackberry Ave.
McAllen, Texas 78501

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS (as required)

Attachment "A"

ATTACHMENT "A"

CONTRACT FOR SERVICES **C-11-110-04-12**	
PMD11-166-00 Exhibit "D" **EL GATO ROAD IMPROVEMENTS 2011**	
TOTAL.....	$13,063.11
SUPPLEMENTAL AGREEMENT # 1 **ATTACHMENT "A"**	
TOTAL.....	$ 1,290.48
GRAND TOTAL	**$14,353.59**

AI-32012 **Precinct #2** **15. C.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Yoli Cisneros **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Construction Change Order No.7 decrease in the amount of ($228.45) with Mission Paving Company, Inc. (contracted vendor for "Tower Road Phase I Project") reflecting reconciliation of project quantities described on change order, with authority for County Judge to Court Memeber to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-049-0-731

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

BUDGETARY IMPACT:

PO #662859 available balance of $148,480.90 as of 4/23/2012.

Attachments

CO #7

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/23/2012 02:50 PM
Purchasing Department	agarcia	04/25/2012 02:19 PM
Form Started By: Yolanda Cisneros		Started On: 04/20/2012 05:23 PM
Final Approval Date: 04/25/2012		

CHANGE ORDER NUMBER SEVEN (7)

Project: **TOWER ROAD PHASE 1 ROAD AND DRAINAGE IMPROVEMENTS PROJECT**

DATE OF ISSUANCE: 4/24/2012 EFFECTIVE DATE: 4/24/2012

OWNER: Hidalgo County Precinct No. 2
OWNER'S CONTRACT NO: C-11-044B-06-28

CONTRACTOR: Mission Paving Company, Inc.
P.O. Box 949
Mission, Texas 78573

ENGINEER: Raul E. Sesin, PE
Planning Administrator
Hidalgo County Planning Department
1304 South 25th Street
Edinburg, Texas 78539

You are directed to make the following changes in the Contract Documents.

Reason for Change Order:

1. Reconciliation of project quantities
2.
3.
4.
5.
6.
7

Description:

1. Add 41 LF @ $35.25 of 18" RCP-RL CL III ($1,445.25)
2. Deduct 12 LF @ $30.10 of 24" RCP-RL CL III (-$361.20)
3. Deduct 35 LF @ $37.50 of 30" RCP-RL CL III (-$1,312.50)
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 225,690.90		Original Contract Time for Substantial Completion:	90 calendar days or dates
Net Changes from previous Change Order $ 31,368.95		Net Change from previous Change Orders 67 calendar days	
Contract Price prior to this Change Order $ 257,059.85		Contract Time prior to this Change Order Substantial Completion:	157 calendar days or dates
Net Increase(decrease) of this Change Order $ (228.45)		Net Increase(decrease) of this Change Order 0 calendar days	
Contract Price with all approved Change Orders $ 256,831.40	Net % increase(decrease)from original contract price. 13.80%	Contract Time with all approved Change Orders Substantial Completion:	157 calendar days or dates

RECOMMENDED:
By: _____ PE
Engineer (Authorized Signature)
Date: 04/19/12

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: April 19 2012

Exhibit E-B

LETTER OF TRANSMITTAL

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: YOLI CISNEROS, ADM. ASST. II, HIDALGO COUNTY PCT. 2 DATE: 04-20-12

FROM: NORA D. CAVAZOS, ADMINISTRATIVE ASST. III

RE: TOWER ROAD PHASE I ROAD IMPROVEMENTS (MISSION PAVING)

WE ARE SENDING YOU: ☐ VIA MAIL ☒ VIA COURIER

TOTAL NUMBER OF DOCUMENTS: 1

ITEM NO.	DESCRIPTION
1	ORIGINAL CHANGE ORDER NO. 7

☐ FOR APPROVAL ☐ FOR YOUR USE ☐ FOR REVIEW AND COMMENTS

☐ PRINTS/PLANS RETURNED AFTER LOAN TO US ☒ AS REQUESTED

OTHER: _____

REMARKS:

RECEIVED
APR 19 2012

RECEIVED BY: Olga Lerma DATE: 4/19/12

PLEASE NOTIFY US AT ONCE IF ENCLOSURES ARE NOT AS NOTED

Visit Hidalgo County Planning Department on the web at www.co.hidalgo.tx.us

AI-32073 **Precinct #2** **15. D.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Yoli Cisneros **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Work Authorization No.3 (with an estimated cost of $12,000) as submitted by project engineer, R. Gutierrez Engineering Corporation, for Minnesota Road Project, through Contract #C-11-310-01-24.

BACKGROUND

Req. #215101

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-065-0-711

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

BUDGETARY IMPACT:

Pending court approval of appropriation AI-32072.

Attachments

WA #3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/25/2012 02:17 PM
Purchasing Department	agarcia	04/27/2012 04:30 PM
Form Started By: Yolanda Cisneros		Started On: 04/25/2012 01:59 PM
Final Approval Date: 04/27/2012		

R. Gutierrez Engineering Corporation – Firm #486

April 24, 2012

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Work Authorization No. 3–Minnesota Road – Right-of-Way Parcels
Project No. ENG11.103

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 3 of the 2011 Road & Bridge Contract. This work authorization is for professional services associated with the Minnesota Road Parcels and Metes & Bounds surveys for right-of-way for the proposed Minnesota Road Improvements project. Payment for services under this work authorization will be based on the actual number of boundary surveys completed and title reports obtained.

If this Work Authorization No. 3 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

HIDALGO COUNTY
Professional Engineering Services
Contract # C-11-310-01-24
Work Authorization Form

Work Authorization No. 3

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 related to the obtaining of right-of-way along Minnesota Road with limits from North "I" Road on the west to Rodriguez Street on the east. The Engineer will perform boundary surveying services for developing right-of-way parcels for acquiring the necessary additional right-of-way to accomplish the proposed improvements.

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. 3 shall be funded through funding source:

Account No. _____

Requisition No. _____ (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. 3

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. 3

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 boundary surveying services needed for developing the proposed Minnesota Road project. The work includes the preparation of right-of-way parcels for use in the acquisition of the necessary right-of-way to accomplish the proposed roadway and drainage improvements.

Boundary Surveying Services. The Engineer, utilizing the services of a Registered Public Land Surveyor, will perform boundary surveys to develop right-of-way parcels for the Owner to use in acquiring rights to the property. The surveyor will utilize ownership information obtained from an independent contractor in developing the right-of-way parcels. 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 roadway improvements.

Miscellaneous. The Engineer will utilize the services of an independent contractor to obtain Title Reports of the tracts of land which will be subject to right-of-way acquisition. Hidalgo County will assist the engineer in obtaining the right-of-entry from the affected property owners.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-11-310-01-24

Work Authorization No. 3

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 topographic and 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.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-11-310-01-24

WORK AUTHORIZATION NO. 3

ATTACHMENT D
Proposed Fee

TASK	COST
Boundary Survey Services Fee	
BOUNDARY SURVEY (Est. 4 Parcels @ $2,400 per Parcel)	$9,600
TITLE REPORTS (Est. 4 Title Reports @ $600.00 per Title Report)	$2,400
TOTAL (Suveying Services Fee)	**$12,000**

Note: Boundary Surveying will be billed for the actual amount of Parcels surveyed at the rate of $2,400 per Parcel and $600 per Title Report.

AI-32038 **Precinct #2** **15. E.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Yoli Cisneors **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $4,856.00) as submitted by Millennium Engineers Group, Inc., for I Road Rehabilitation @ IBWC Floodway Project, through Contract #C-12-068-04-03

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-006-0-334

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

BUDGETARY IMPACT:

Funding available in the amount of $6,741.70 as of 4/24/2012.

* Req. #214954

Attachments

WA #1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/24/2012 10:04 AM
Purchasing Department	agarcia	04/25/2012 02:19 PM

Form Started By: Yolanda Cisneros Started On: 04/24/2012 09:20 AM

Final Approval Date: 04/25/2012

HIDALGO COUNTY

Professional Engineering Services
Contract # C-12-068-04-03
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg , Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Construction Materials Engineering Services for the I Road Rehabilitation at IBWC Floodway.

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 **$4,856.00**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 2-1200-431-00-122-006-0-334
Requisition Number 214954 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner Hector Palacios as to content and detail of this **Work Authorization No.** 1

HIDALGO COUNTY

BY: Commissioner Hector Palacios

_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2012.

THE ENGINEER:

_____

By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

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" - Cost Proposal

ATTACHMENT "A"

Services To Be Provided By The Owner

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

ATTACHMENT "B"

Services To Be Provided By The Engineer

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.

(4) Review all material designs as requested by the OWNER and/or project design engineer.

(5) Furnish the OWNER all necessary reports for construction and maintenance projects.

(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

ATTACHMENT "C"

Work Schedule

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT "D"

Cost Proposal

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Proposal

Date	Proposal No.
4/23/2012	01-12-222G

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Name / Address
Hidalgo County Precinct 2 Att: Yolanda Cisneros 300 West Hall Acres Suite G. Pharr, Texas 78577

Project Name
I Road Rehabilitation at IBWC Floodway

Description	Qty	Cost	Total
Geotechnical Engineering Study to include three (3) 10' borings, three (3) asphalt coring locations, and three (3) full pavement cutting locations for undisturbed caliche samples. Engineering recommendations for roadway rehabilitation will be provided. (Traffic Control and Flagging to be provided by Hidalgo County.)			
Soil Borings			
Drilled Borings (per foot)	30	19.00	570.00
Standard Penetration Test (each test)	15	12.00	180.00
Mobilization and Demobilization (each trip)	1	340.00	340.00
Technician To Log Soil Test Boring (per hour)	8	48.00	384.00
Atterberg Limits (each test)	9	60.00	540.00
Moisture Content (each test)	30	9.00	270.00
Percent Passing No. 200 Sieve (each test)	6	42.00	252.00
Project Management (per hour)	8	67.00	536.00
Project Engineer (per hour)	4	105.00	420.00
Principal Engineer (per hour)	4	125.00	500.00
Clerical/Administrative (per hour)	1	40.00	40.00
Test Report (each)	3	30.00	90.00
Asphalt Coring			
Asphalt Cores (each core)	3	60.00	180.00
Asphalt Density (In-Place, Cores) (per test)	3	35.00	105.00
Coring Rig (per day)	1	75.00	75.00
Asphalt Engineering Technician (per hour)	5	44.00	220.00
Vehicle Charge (per trip)	1	37.00	37.00
Project Management (per hour)	1	67.00	67.00
Clerical/Administrative (per hour)	0.5	40.00	20.00
Test Report (each)	1	30.00	30.00

MEG Appreciates The Opportunity to Serve You.
Local People Helping To Build The Rio Grande Valley.

Total $4,856.00

AI-32102 **Precinct #4** **16. A.**

CC REGULAR

Meeting Date: 05/01/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department:

Information

CAPTION

Approval of In-House Standard Operation Rules Manual for Precinct #4

BACKGROUND

Fiscal Impact

Attachments

manual

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/26/2012 10:51 AM
Manuel Chapa	Manuel Chapa	04/27/2012 03:40 PM
Purchasing Department	agarcia	04/27/2012 04:30 PM

Form Started By: Monica Badillo Started On: 04/26/2012 10:29 AM

Final Approval Date: 04/27/2012

Hidalgo County Pct. 4

Standard Operation Rules Manual





Hidalgo County Precinct 4
Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg, Tx 78542
(956) 383-3112 office
(956) 381-5905 fax

I. Attendance and Punctuality

§ 1.1 A good attendance record is essential for effective performance and productivity. Unnecessary absenteeism and tardiness are expensive, disruptive and place an unfair burden on other employees and the supervisor. Employees are expected to report to work on time.

§ 1.2 Excessive absenteeism or tardiness will not be accepted and may be subject to disciplinary action up to and including termination.

§ 1.3 Employees experiencing difficulty with time clock must immediately notify a supervisor to obtain confirmation of such malfunction. Supervisor is required to promptly submit said confirmation to time keeper by e-mail or thru the TAAP system for record keeping purposes.

§ 1.4 Field employees are required to advise immediate supervisor **Roman Rodriguez, Juan Manuel Carranza** (Road & Bridge), **Robert Andrade** (Sanitation), **Jaime Guerra** (Park), **George Guerra, Jimmy Anthony** or **Robert Garcia** (Drainage), of an absence or tardy no later than 15 minutes prior to the beginning of the work day. All "tardies" to work will be logged; three (3) "tardies" within a month's time shall constitute a reprimand.

§ 1.5 Office staff is required to advise immediate supervisor **Chris Trevino**, or **Gloria Ann Beltran**, of an absence or tardy no later than 15 minutes prior to the beginning of the work day. All "tardies" to work will be logged; three (3) "tardies" within a month's time shall constitute a reprimand.

§ 1.6 All exempt employees are required to personally maintain daily calendar identifying all meetings, appointment, trainings, seminars and/or functions to include relevant summary and back-up information.

Excessive absenteeism or tardiness will not be accepted and may be subject to disciplinary action up to and including termination.

II. Compensatory/Comparable Time

§ 2.1 Employees are expected to work as required to complete the assignments they have been given during the normal 8 hour workday. Under special conditions, subject to advance approval by the supervisor, compensatory/comparable time may be earned for hours worked outside the normal workday.

§ 2.2 Nonexempt employees may accumulate a maximum of 40 hours of compensatory time when required and requested by upper management.

§ 2.3 Comp time requires pre-approval before it is honored or considered as "comp-working hours". All employees must document approved/earned comp time in comp time log located within foreman's office. NO EXCEPTIONS

§ 2.4 Comp time is subject to be used by either employee request or under the instruction of an immediate supervisor. Employee will be required to work extended hours as needed in order to complete pending projects/assignments, during a natural disaster, weekend recovery, or any type of emergency, etc.

I MAY OR MAY NOT AGREE WITH THE AFOREMENTIONED IN-HOUSE POLICIES, BUT THEY HAVE BEEN EXPLAINED TO ME AND I FULLY UNDERSTAND THEM AND I AM AWARE THAT SUCH CAN OR MAY SUPERSEDE THE COUNTY POLICY MANUEL.

III. Leave Requests

§ 3.1 Regular attendance at work is essential for the efficient operation of the Office. Therefore, non-emergency leave must be scheduled in advance, whenever possible. (Note: During the probationary period, new employees are not permitted to use annual or sick leave).

§ 3.2 Requests for sick leave before or after a Holiday or on Monday or Friday will be honored when accompanied by a doctor's excuse. Otherwise this day(s) will be docked as annual, comp/time or earned holiday.

§ 3.3 Employee Sick Leave is 3 days without an official doctor's excuse. (***Exception – See § 3.2 above***). Any Sick Leave exceeding 3 consecutive days will require an official medical/doctor's excuse, this includes leave taken for employee and/or family member. Employee's use of sick leave is subject to random weekly audits at the discretion of the Commissioner and/or Department Head.

§ 3.4 Vacation Leave must be requested through the use of a "Request for Leave Form" available upon request. Such request will be subject to approval by the immediate supervisor/director. Request must be made on a 1:1 advance notice ratio. *(i.e., one week notice for one week request).*

IV. Employee Performance Evaluations

§ 4.1 Performance evaluations of employees are conducted in order to encourage performance improvement and enhancement. Performance evaluations are also used to justify recommendation for pay increases in lieu of any budget constraints. Supervisors are required to conduct a semi-annual performance evaluation of all the employees under their supervision.

§ 4.2 Performance evaluations should focus on the employee's performance during the six-month period since the previous evaluation. Generally, supervisors should complete evaluations on or about every 6(six) month anniversary for each employee. Supervisors will evaluate employee work performance in terms of standards established for their position. Supervisors will discuss areas that need improvement, areas that have shown improvement, and areas that have exceeded expectations, as well as establish goals for the future. Employees will be asked to sign the evaluation to indicate that they have reviewed it. Employees may provide comments if they so desire, which will be included as part of the evaluation. All Employees will receive a courtesy copy of their evaluation. The performance evaluation will be filed in the employee's personnel file and will be available for their inspection and review.

Should an evaluation produce a negative rating and/or poor job performance outcome, a 90 day re-evaluation will be considered.

V. Dress and Grooming

§ 5.1 Hidalgo County Pct. 4 is adopting "business casual" dress code. The attire must be appropriate, neat, and compatible with the business environment and shall not detract from the overall mission of the Office. Jewelry items shall not be worn on the facial areas (e.g., earrings/studs in the nose, tongue, or eyebrow). Men should not wear earrings of any kind. Dresses and skirts should not be shorter then 2 inches above the knee or have a slit that is higher then 2 inches above the knee. Employees are allowed to wear jeans. Jeans should be neat, clean, pressed and without holes or ragged edges. Employees must wear their ID badges above the waist at all times.

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

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

§ 5.4 If in doubt about whether certain attire is appropriate, employee is advised to ask their supervisor before wearing such to work. When an employee is considered to be wearing unacceptable grooming and/or attire standards, the employee will be sent home on lost time, annual, or compensatory/comparable leave.

§ 5.5 Field employees are subject to "uniform" policy.

§ 5.6 Employees not wearing the ID badge will be excused/allowed only one (1) manual/modified punch per month. Any additional days will require employee to produce badge and will be considered late. Work day will commence at time of punch in. Lost time will be docked from annual, comp/time or earned holiday if available.

EFFECTIVE IMMEDIATELY
"Zero tolerance" on ANY sexual misconduct within the scope of employment.

VI. Anti-Harassment Policy (as attached – Exhibit A)

VII. Examples of Prohibited Conduct (as attached – Exhibit B)

VIII. Work Areas

§ 8.1 Employees are expected to contribute to the professional look of the office by keeping their work area clean and free of clutter, debris, etc. Employees should avoid using office walls as bulletin boards. Mounting a few photographs or artwork is acceptable, but effort should be made to minimize visual clutter. Likewise, cabinets should be kept closed and desktops free of extraneous materials. Employees are expected to keep their office doors open with few exceptions. Employees may close the door for privacy reasons related to business operations which may include business meeting, interview, performance evaluation, or web/internet training. Employees are prohibited from covering the windows on their doors in order to obstruct view into their office. Some decorations on the windows may be permitted so long as the view into the office is not obstructed.

§ 8.2 Employees shall obtain approval from their supervisor prior to bringing household appliances to their office such as mini-refrigerators, fans, microwaves ovens, heaters, radios, etc.

IX. Confidentiality

§ 9.1 In the regular performance of the respective job duty(s), employee may maintain and/or have access to information that is of the confidential nature. Employee is expected to handle or address such matter in a professional and discrete manner in order to maintain the private and sensitive nature of such. Confidentiality is expected and requested at all times when dealing with actual records or conversations in nature that are directed with such manner or principle.

§ 9.2 When confidential documents need to be disposed of, employee shall dispose of such by using a shredder. Employee shall yield or seek consent from their supervisor for assistance in determining which documents are confidential in nature.

X. Lunch & Breaks

§10.1 All employees are afforded an unpaid lunch break from 12 noon to 1 pm. Alternative lunch schedules are not encouraged, but may be approved on occasion for a justifiable reason.

§10.2 Breaks are not required by the Fair Labor Standard Act. However, employees may request to take one paid fifteen-minute break between the hours of 9 am and 11 am and one paid fifteen-minute break between the hours of 2 pm and 4 pm. Break time may not be accumulated, added to the lunch, or used for late starts or for leaving the workplace early.

§10.3 In addition to code 7.05 of the Hidalgo County Civil Service Commission Rules, Precinct 4 office employees are required to take alternate breaks.

XI. The Break Room

§11.1 The entire office shares a break room that contains a refrigerator, microwave oven, toaster, coffee maker, tables and chairs. Employees are required to eat in the break room rather than at their desks.

§11.2 Refrigerated or frozen food should be labeled with the employee's name. Employees are required to promptly remove from the refrigerator leftovers and spoiled food items. Employees should immediately clean up their spills or messes and wipe the interior of the microwave oven any time splattering occurs. For safety reasons, employees should not leave the break room while cooking meals in the microwave oven.

XII. Personal Phone Calls

§12.1 Hidalgo County realizes we all have personal matters that need to be attended to from time to time. However, personal phone calls can be a disruption in the workplace and should always be kept short. Excessive time spent on personal phone calls can be grounds for discipline up to and including dismissal.

§12.2 Computer use is for county related business only. Phone and computer records may be pulled/reviewed for discussion and assessment during evaluations.

XIII. County Owned Vehicles and/or Property

§13.1 A "zero tolerance" standard is in effect on personal use of county owned vehicles and/or property. All county owned vehicles and property are to be used only while in the course of official county business.

Only county employees and county business related persons are allowed to be transported in county vehicles. Absolutely no family members are to be transported in county vehicles. Due to public and employee safety being of upmost importance; all employees are prohibited from driving while talking, texting, or retrieving voice or text messages on mobile phones.

County owned property is to be utilized strictly for county work/business. Any employees who fail to immediately report to their supervisor every accident, injury, damage or near misses occurring to county vehicles and property shall be subject to disciplinary action.

§13.2 County vehicles assigned to employees for county work/business shall be subject to GPS tracking and may be tracked for work/business purposes. Tampering of the GPS system shall be considered to be a violation of the vehicle use policy. Any violations of the vehicle use policy will be subject to disciplinary action.

XIV Disciplinary Action

§14.1 While it is Hidalgo County's desire and expectation that all employee job performances remain at standard or above, realistically, there may be times when an employee's job performance or personal conduct falls below an acceptable level. In those instances where an employee does not achieve acceptable standards of performance or violates established rules of conduct, supervisors are expected to take prompt action in accordance with the disciplinary procedures provided hereinabove.

All employees are required to adhere to all the aforementioned in addition to the County of Hidalgo Civil Service Commission Rules (Blue Book for Non-Exempt employees and the Brown Book for Exempt employees).

§14.2 Effective immediately, Pct. 4 employees receiving reprimands shall be subject to the following actions:

1ST OFFENSE: Conference Notes
(Depending on severity of offense, 2nd offense disciplinary action may be required).

2ND OFFENSE: Subject to disciplinary suspension without pay, including disciplinary probation or termination of employment. (Depending on severity of the offense, termination may be applicable).

3RD OFFENSE: Termination of Employment

Please address or direct any questions regarding this matter to Chris Trevino, Gloria Ann Beltran or Ms. Esther Cortez, Hidalgo County Human Resource Director.

XV. Time Clock Guidelines for Exempt Employees (as attached – Exhibit C)

XVI. Previous Rules & Regulation Handouts (as attached)

Hidalgo County Precinct 4
Standard Operation Rules Manual
Signature Page

Print Name _____

Employee Signature _____ **Date**_____

Supervisor _____ **Date**_____

EXHIBITS
A-C

ANTI-HARASSMENT POLICY

5.00 It is expected that all employees of Hidalgo County must adhere to the high standards of public service that emphasize professionalism, courtesy, and avoidance of even the appearance of illegal or unethical conduct. Employees are expected to efficiently carry out the work items to which they are assigned and/or their responsibilities, to maintain good moral conduct, and to do their part in maintaining a good relationship with the public, other governmental employees, officials, supervisors and fellow employees.

No person employed by the County shall discriminate against or harass anyone on the basis of race, color, creed/religion, national origin, sex, age, disability, military status or any other legally protected status, nor shall any employee participate in any conduct that violates, either directly or indirectly, the civil rights of other employees or any member of the general public.

ANTI-HARASSMENT/DISCRIMINATION:

5.01 The County is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes or comments based upon an individual's race, color, creed/religion, national origin, sex, age, disability, military status or any other legally protected status will not be tolerated. The County is also committed to a work environment free of inappropriate and disrespectful conduct, illustrations and communications of a sexual nature and is opposed to harassment in any form.

5.02 A. Sexual harassment in the workplace is strictly prohibited and will not be tolerated. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

i. Submission to such conduct is made either explicitly or implicitly affecting the term or condition of an individual's employment;
ii. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
iii. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

B. Prevention is the most effective tool for eliminating harassment, and the County encourages employee support in its efforts to address and prevent harassment in the workplace. In this regard, it is the responsibility of all employees to make sure their supervisor or Department Head/Elected Official is advised immediately of any problem or potential problem in this area so that responsive corrective action can be taken in order to prevent or eliminate harassment or discrimination in the workplace.

C. An employee or prospective employee who has a complaint alleging harassment or discrimination in the workplace should report the offensive conduct immediately to his supervisor or the EEO Officer. If for any reason the employee does not feel comfortable speaking with those individuals, the employee should report the conduct to the Elected Official/Department Head or the Director of Human Resources.

D. Prompt reporting of complaints is strongly encouraged, as it allows for a rapid response and resolution of the objectionable conduct. The County will not retaliate against an individual who makes a report of harassment or discrimination. Retaliation is a very serious violation of this policy and should be reported immediately.

E. Any complaint will be promptly investigated. Confidentiality will be maintained to the extent practicable and appropriate under the circumstances. Individuals found to have engaged in misconduct shall be disciplined.

Whenever a potential conflict of interest arises pursuant to this Section, such affected employee shall file in advance of any determination or action, a disclosure statement with the appropriate board, elected official, or governing body responsible for the business in which the conflict has or may occur, with a copy filed with the Human Resources Director. It shall be the responsibility of the receiving agent or agency to maintain records of all such disclosures in accordance with applicable law(s). Such records shall be open for inspection and must be retained for a period of three (3) years from the date of the final action on the matter which prompted such disclosure before the appropriate board, elected official or governing body.

PERSONAL DATA CHANGES

5.12 If an employee changes his or her address or telephone number, he or she should promptly notify his or her Elected Official or Department Head in writing of such change. (Amended April 10, 1996)

5.13 If it becomes necessary for an employee to change the filing status or number of dependents reflected on his or her form W-4, he or she should contact the County Auditor's office and/or the similar office in the District for the appropriate forms. (Amended April 10, 1996)

5.14 o name change of an employee will be entered on the County and/or District employee roster unless and until a replacement social security card is received by the employee reflecting such change. Upon receipt of such card, the Elected Official or Department Head will complete the necessary forms to have the change made and send such information to the County Auditor. (Amended April 10, 1996)

SUBSTANCE ABUSE

5.15 All employees shall endeavor to maintain a safe workplace that is free of substance and alcohol use and abuse, in compliance with applicable state and federal laws.

5.16 The unlawful manufacture, distribution, dispensing, or possession of alcohol or a controlled substance by an employee or an employee's use of alcohol or a controlled substance on County and/or District premises or while on duty with the County and/or District is prohibited.

EMPLOYEE STANDARDS OF CONDUCT

5.17 Employees are expected to observe all employee standards of conduct. Observance of the standards of conduct may extend beyond regular work hours and beyond the employee's work site. In these cases, a demonstrable relationship must exist between the employee's conduct and job performance or there must be an adverse effect on the work area or the County and/or District. Violating the standards of conduct may result in disciplinary action, including dismissal. When appropriate, a standards of conduct violation may result in immediate dismissal and possible criminal prosecution. Any employee who knows of an employee's violation of the standards of conduct and who does not report such violation to an appropriate County and/or District official, usually the employee's Elected Official/Department Head, may be subject to disciplinary action, including dismissal. (Adopted December 13, 1995)

*** EXAMPLES OF PROHIBITED CONDUCT

5.18 The following activities are examples of employee conduct prohibited by the rules contained in this Chapter V:

a. Fighting on the job (Adopted March 8, 1995);

b. Threatening, intimidating, coercing or interfering with fellow employees or other persons during working hours (Adopted March 8, 1995);

c. Creating a negative work atmosphere during working hours (Adopted March 8, 1995);

d. Sleeping while on duty (Adopted March 8, 1995);

e. Gambling while on duty (Adopted March 8, 1995);

f. Insubordination (Adopted March 8, 1995);

g. Theft, damage, misuse, sale, destruction or unauthorized possession of property belonging to the County and/or District, fellow employees or others (Amended December 13, 1995);

h. Falsifying County and/or District records, reports or any other written document (Adopted March 8, 1995);

i. Immoral conduct which violates common decency on the job or associated with job related activities (Adopted March 8, 1995);

j. Sexual harassment of County and/or District employees or other persons (Adopted March 8, 1995);

k. Violations of the County and/or District's equal employment opportunity policy (Adopted March 8, 1995);

l. Violation of existing federal, state or County and/or District laws, rules or regulations (Adopted March 8, 1995);

m. Possession or use of alcohol or a controlled substance on the job or in areas that are associated with job related activities as well as reporting for work or attempting to report for work after consuming alcohol or a controlled substance (Adopted March 8, 1995);

n. Engaging in work other than on County and/or District property or on County and/or District projects during working hours (Adopted March 8, 1995);

o. Carelessness affecting personal safety or property of any employee, the County and/or District or others (Adopted March 8, 1995);

p. Failing to report every accident, injury or any damage occurring to or involving County and/or District property or personnel to the employee's department head, supervisor or foreman and the Human Resources Department (Adopted March 8, 1995);

q. Use of County and/or District vehicles, equipment, tools, material or facilities for personal or private purposes (Adopted March 8, 1995);

r. Use of telephones for personal long distance calls and excessive use of telephones for personal calls unless authorized by the employee's supervisor (Adopted March 8, 1995);

s. Improper maintenance of County and/or District equipment (Adopted March 8, 1995);

t. Deliberate waste of County and/or District materials or parts (Adopted March 8, 1995);

u. Deliberate or reckless conduct which causes damage to equipment or property belonging to County and/or District, another employee or another person (Adopted March 8, 1995);

v. Wasting time or loitering (Adopted March 8, 1995);

w. Absence from duty or job site during working hours without permission from the employee's immediate supervisor (Adopted March 8, 1995);

x. Failing to report an absence from work to the employee's department head, supervisor or foreman prior to the commencement of the work day (Adopted March 8, 1995);

y. Abuse of sick leave (Adopted March 8, 1995);

z. Excessive absenteeism or tardiness (Adopted March 8, 1995);

aa. Knowingly harboring or refusing treatment of a contagious disease or other physical conduction which endangers other employees or other persons (Adopted March 8, 1995);

bb. Discourtesy to the public (Adopted March 8, 1995);

cc. Acceptance of any gratuity or gift for the performance or nonperformance of official duties or any use of position as County and/or District employee for private gain (Adopted March 8, 1995);

dd. Failure to wear presentable dress and/or uniform if required (Adopted March 8, 1995);

ee. Conduct or actions that seriously impair an employee's job effectiveness (Adopted December 13, 1995);

ff. Conduct which is detrimental to or has an adverse affect on the County and/or District (Adopted December 13, 1995);

gg. Failure to obtain and maintain any job qualifications, licenses or certifications required by the employee's job description (Adopted December 13, 1995);

hh. Conviction of: felony offenses; Class B or above misdemeanor offenses which impair an employee's job effectiveness; or any crime involving moral turpitude (Adopted December 13, 1995);

ii. Failure to satisfactorily complete, obtain or maintain any required physical and/or psychological fitness for duty (Adopted December 13, 1995);

jj. Engaging in conduct off the job location and off duty which negatively affects the employee's effectiveness on the job or negatively affects the County and/or District (Adopted December 13, 1995);

kk. Gross or repeated neglect of duty (Adopted December 13, 1995);

ll. Poor job performance (Adopted December 13, 1995);

mm. Perjury (Adopted December 13, 1995);

nn. Knowingly creating and submitting false and/or slanderous reports concerning, and/or gossip regarding, fellow employees, supervisors, subordinates, Elected Officials and/or Department Heads (Adopted December 13, 1995);

oo. Dishonesty characterized by a lack of trust, honesty or truthfulness (Adopted December 13, 1995);

pp. Failure to observe assigned office hours, including time limits set for work and lunch breaks. In this regard, it is not appropriate for an employee to use work breaks to come to work late, extend lunch breaks, or leave work early (Adopted December 13, 1995);

qq. Personal reading, wasting time, visiting excessively or behaving in a way that distracts other employees or disrupts the workplace (Adopted December 13, 1995);

rr. Failing to follow a supervisor's instruction in performing job tasks (Adopted December 13, 1995);

ss. Except for authorized law enforcement personnel, having firearms or other dangerous weapons on County and/or District owned or leased property or in areas that are associated with job related activities (Adopted December 13, 1995);

tt. Engaging in activities that endanger fellow employees or other persons (Adopted December 13, 1995);

uu. Failing to maintain a clean, safe work area and/or failing to observe all safety and security rules (Adopted December 13, 1995);

vv. Failing to observe leave policies, including compliance with the overtime compensation requirement of the Fair Labor Standards Act (Adopted December 13, 1995);

ww. Excessive or inappropriate use of leave (Adopted December 13, 1995); and

xx. Unexcused absenteeism (Adopted December 13, 1995).

ADDITIONAL WORK RELATED STANDARDS OF CONDUCT

5.19 Elected Officials/Department Heads may adopt additional work related standards of conduct, not in conflict with these rules, when necessary: (a) for receipt of federal, state or local grant funds; or (b) to carry out the responsibilities of such Elected Official's/Department Head's responsibilities. Each Elected Official/Department Head shall maintain written evidence that such work related standards of conduct have been provided to his or her employees. The Elected Official/Department Head shall also obtain and maintain the employee's written acknowledgment of his or her receipt of such additional work related standards of conduct. A copy of all additional work related standards of conduct adopted by the Elected Official/Department Head shall be provided to the Commission Secretary. The Elected Official/Department Head must maintain written evidence to substantiate that a copy of such additional work related standards of conduct was provided to the Commission Secretary. Delivery of the copy to the Commission Secretary is for information only. (Adopted September 20, 1995)

EXHIBIT "C"

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

MEMORANDUM

RAMON GARCIA
County Judge

To: Department Heads

From: Commissioners' Court

Date: January 19, 2011

Re: Time Clock Guidelines for Exempt Employees

CC: Valde Guerra, Executive Officer

The Biometric electronic time keeping system and associated work records will become the official basis for recording time worked for exempt employees of Hidalgo County.

It is a job requirement that all exempt employees must "clock in" in the morning and "clock out" at the end of the workday at their place of work. Under certain conditions, (such as training at an off-site location, extracurricular events, etc.), the employee should report time worked to the department timekeeper so that their time worked can be manually entered.

In order to ensure consistency of treatment of all exempt employees, the data recorded in the Biometric time clock system will be considered as the "official" record of the work day for all Hidalgo County exempt employees.

In order for the electronic timekeeping system to work as intended, all exempt employees must clock in to begin the work day, and they must clock out at the end of the work day.

All exempt employees are expected to properly and accurately record an eight (8) hour work day. Accordingly, comprable time (work week in excess of forty (40) hours) shall be documented and monitored through the use of the biometric time and attendance clock.

All exempt employees must participate and are expected to comply with this directive.

Judge Ramon Garcia

Commissioner Joel Quintanilla

Commissioner Hector "Tito" Palacios

Commissioner Joe M. Flores

Commissioner Joseph Palacios

P.O. Box 1356 ★ Edinburg, Texas 78540 ★ (956) 318-2600 ★ Fax (956) 318-2699

APPENDIX

LIST OF IN-HOUSE POLICIES AS APPROVED BY COMMISSIONER COURT ON MAY 1, 2012 AND ISSUED TO PRECINCT 4 EMPLOYEES ON MAY 3, 2012

1. IN-HOUSE RULES & REGULATIONS ON ABSENTEEISM
2. MANDATORY USE OF SAFETY GEAR
3. NO SCAVENGING AT RECOVERY CENTER
4. MANDATORY SAFETY BELT USE
5. MOTOR GRADER CROSS TRAINING
6. NO EQUIPMENT/MANPOWER ON PRIVATE PROPERTY
7. HANDLE BUSINESS VIA FOREMEN'S OFFICE, NO CHANGES TO WEEKEND WORK DUTY
8. SICK LEAVE ON FRIDAY OR MONDAY & BEFORE/AFTER HOLIDAY REQUIRE AN OFFICIAL MEDICAL EXCUSE- NO PHARMACY EXCUSES
9. INJURY REPORTS SHALL BE REPORTED SAME DAY OF INCIDENT
10. REPRIMANDS-SCHEDULE
11. THREE TARDIES WITHIN A MONTH – REPRIMAND
12. NO PURCHASES AFTER 4:00 P.M.
13. FRIDAY REQUEST FOR TIME OFF MUST BE REQUESTED BY TUESDAY
14. A. MANDATORY USE OF COUNTY ISSUED UNIFORM SHIRTS
    B. ALL UNIFORM SHIRTS MUST BE RETURNED AT TERMINATION OF EMPLOYMENT WITH PCT. 4
15. CONDENSED REMINDER OF PAST SAFETY MEETINGS WITH RISK MGT. REPRESENTATIVE LARRY ORTIZ
16. CONDENSED REMINDER OF VERBAL INSTRUCTIONS
17. ACCIDENT PREVENTION PLAN SUMMARY (Exhibit D)

18. DRUG & ALCOHOL POLICY (Exhibit E)

19. ABSENCE CONTROL POLICY (Exhibit F)

20. I.D. BADGE POLICY AS RECEIVED BY EMPLOYEES (Exhibit G)

21. REVISED SICK LEAVE POLICY (TO INCLUDE FAMILY MEMBERS) POLICY (Exhibit H)

ABOVE NOTED POLICIES WERE ISSUED AS ATTACHMENTS TO SOR BOOKLET ISSUED TO EMPLOYEES ON 5/03/12 AND/OR DURING IN-HOUSE PRECINCT 4 EMPLOYEE ORIENTATION.

NOTICES WERE ISSUED TO ALL EMPLOYEES ON 5/03/2012 OR DURING PRECINCT 4 EMPLOYEE ORIENTATION.

1) IN HOUSE RULES AND REGULATIONS ON ABSENTEEISM

HIDALGO COUNTY PCT. #4

IN-HOUSE RULES & REGULATIONS ON ABSENTEEISM

HIDALGO COUNTY PCT. #4 EMPLOYEES WERE BRIEFED ON THE FOLLOWING "IN HOUSE" RULES AND REGULATIONS REGARDING ABSENTEEISM, COMP TIME, HOLIDAYS, SICK AND VACATION LEAVE.

FAILURE TO COMPLY SHALL WARRANT DISCIPLINARY ACTION AND OR DISMISSAL.

SUMMARY

1) *EMPLOYEES SHALL CALL ROMAN RODRIGUEZ, MANUEL CARRANZA, ROBERT ANDRADE OR JAIME GUERRA ON OR BEFORE 7:15 A.M. TO NOTIFY OF AN UNSCHEDULED ABSENCE. DRAINAGE EMPLOYEES MUST CONTACT JIMMY ANTHONY, GEORGE GUERRA OR ROBERT GARCIA ON OR BEFORE 6:45 A.M. (IF YOU DO NOT CALL IN, THE DAY WILL BE LEAVE WITHOUT PAY AND MAY INCLUDE DISCIPLINARY ACTION.)*

2) *EMPLOYEE SICK LEAVE IS (3) DAYS LEAVE WITHOUT A DOCTORS EXCUSE. (EXCEPTION SEE ITEM #3) ANY TIME EXCEEDING (3) CONSECUTIVE DAYS WILL REQUIRE A DOCTORS EXCUSE, SUBJECT TO RANDOM WEEKLY AUDITS AT THE DISCRETION OF COMMISSIONER AND/OR THE DEPARTMENT HEAD. SICK LEAVE MAY ALSO BE TAKEN FOR IMMEDIATE FAMILY MEMBERS ONLY.*

3) *SICK LEAVE TAKEN ON MONDAYS, FRIDAYS AND BEFORE/AFTER A HOLIDAY WILL NECESSITATE A DOCTORS EXCUSE OTHER WISE DAY WILL BE DOCKED AS ANNUAL, C.T. OR EARNED HOLIDAY IF TIME IS AVAILABLE.*

4) *COMP. TIME NEEDS TO BE PRE-APPROVED BEFORE IT IS WORKED OTHERWISE IT WILL NOT BE HONORED. COMP TIME IS NOT TO EXCEED 40 HRS @ ANY GIVEN TIME.*

5) *COMP TIME IS SUBJECT TO BE "USED" BY EITHER EMPLOYEE REQUEST OR UNDER INSTRUCTION BY IMMEDIATE SUPERVISOR.*

6) *EMPLOYEE WILL BE REQUIRED TO WORK EXTENDED HOURS AS NEEDED TO COMPLETE PENDING PROJECTS, DURING NATURAL DISASTERS, WEEKEND RECOVERY CENTER, EMERGENCIES, ETC.*

7) *VACATION LEAVE MUST BE REQUESTED THROUGH THE USE OF A "REQUEST FOR LEAVE FORM" AVAILABLE UPON REQUEST AND WILL BE SUBJECT TO APPROVAL / DISAPPROVAL BY FOREMEN. REQUEST MUST BE MADE ON A ONE TO ONE ADVANCE NOTICE RATIO. (EX.: ONE WEEK NOTICE FOR ONE WEEK REQUEST)*

2. MANDATORY USE OF SAFETY GEAR

EFFECTIVE IMMEDIATELY ANY PRECINCT #4 EMPLOYEE OBSERVED "NOT" WEARING MANDATORY SAFETY GEAR WILL BE WRITTEN-UP.

SAFETY GEAR CONSISTS OF:

HARD HAT
SAFETY BELT
SAFETY VEST
GLOVES &
GOGGLES

IF YOU NEED ANY OF THE ABOVE ITEMS REPLACED, PLEASE NOTIFY FOREMEN IMMEDIATELY SO THAT THEY MAY SUPPLY YOU WITH REPLACEMENT(S).

EMPLOYEES NOT COMPLYING WITH SAFETY GEAR POLICY WILL BE REPRIMANDED, NO EXCUSES.

* * * *

4) MANDATORY USE OF SEAT BELTS

IN CONCURRENCE WITH THE COUNTY'S SAFETY RULES & REGULATIONS, EMPLOYEES ARE REMINDED THAT A "MANDATORY SEAT BELT USE POLICY" IS IN EFFECT FOR EMPLOYEES DRIVING, OPERATING AND OR PASSENGERS IN COUNTY OWNED VEHICLES.

EMPLOYEES NOT COMPLYING WITH SAID POLICY SHALL BE SUBJECT TO REPRIMAND AND/OR TERMINATION.

* * * *

6. DO NOT ENTER PRIVATE PROPERTY

PLEASE BE ADVISED THAT "NO" COUNTY EQUIPMENT AND/OR MANPOWER IS ALLOWED IN PRIVATE PROPERTY (PAST THE ROAD RIGHT-OF-WAY) UNLESS SPECIFICALLY AUTHORIZED BY FOREMEN.

EMPLOYEES WHO VIOLATE SAID POLICY SHALL BE REPRIMANDED ACCORDINGLY.

* * * \

8) SICK LEAVE ON FRI. MON & BEFORE OR AFTER HOLIDAY, NO PHARMACY EXCUSES & NO COPIES OF PAYROLL CHECKS SHALL BE KEPT ON FILE

NO EMPLOYEE SICK LEAVE WILL BE HONORED ON "ANY":
FRIDAY, MONDAY OR DAY BEFORE / AFTER A HOLIDAY,
UNLESS ACCOMPANIED BY A DR.'S EXCUSE, WHICH SPECIFIES THAT YOU WERE UNABLE TO WORK DUE TO ILLNESS/INJURY.
SICK LEAVE MAY ALSO BE UTILIZED FOR IMMEDIATE FAMILY MEMBERS ONLY.

IF NO VALID DR.'S EXCUSE IS PRODUCED, THE DAY WILL BE DOCKED FROM ANNUAL, C.T., OR EARNED HOLIDAY IF TIME IS AVAILABLE

NO PHARMACY EXCUSES WILL BE ACCEPTED.

* * * *

ASSISTANT AT (956)383-3112 OR MS. ESTHER CORTEZ, HUMAN RESOURCES DIRECTOR AT (956)318-2660.

* *

EFECTIVO INMEDIATAMENTE PARA LOS EMPLEADOS DEL PRECINTO #4 QUE RECIBAN REPRIMENDAS SERAN SUJETOS A LAS SIGUIENTES ACCIONES:

1 OFENSA:	*CONFERENCIA POR ESCRITO (ACCIONE DE OFENSA #2 PUEDE SER IMPLEMENTADA, DEPENDIENDO DE A LA GRAVEDAD DE LA OFENSA.)*
2 OFENSA:	*SUJETO A SUSPENCION DISCIPLINARIA SIN PAGO, INCLUYENDO PROBACION DISCIPLINARIA O TERMINACION DEL EMPLEO. (DEPENDIENDO DE LA GRAVEDAD DE LA OFENSA)*
3 OFENSA:	*TERMINACION DEL EMPLEO*

SI USTED TIENE ALGUNA PREGUNTA FAVOR DE DIRIGIRSE A SR. CHRIS TREVINO, MANEGADOR GENERAL DE OPERACIONES O SRA. GLORIA A. BELTRAN, ASISTENTE EJECUTIVA AL (956)383-3112 O SRA. ESTHER CORTEZ, DIRECTORA DE SERVICIOS DE RECURSOS AL (956)318-2660.

11) TARDIES

EFFECTIVE IMMEDIATELY ALL TARDIES TO WORK SHALL BE LOGGED, THREE TARDIES WITHIN A MONTH'S TIME SHALL CONSTITUTE A WRITE-UP. (REPRIMAND)

THIS ITEM MAY BE FOUND IN THE EMPLOYEES EXAMPLES OF PROHIBITED CONDUCT HANDOUT: 5.18.Z EXCESSIVE ABSENTEEISM OR TARDINESS.

* *

EFECTIVO INMEDIATAMENTE TODAS LAS LLEGADAS TARDE AL TRABAJO SE ANOTARAN POR ESCRITO, TRES TARDANZAS DURANTE UN MES SERA RAZON PARA SER REPRENDIDO.

EN ACUERDO CON LAS REGLAS DE CONDUCTA DE LOS EMPLEADOS DEL CONDADO DE HIDALGO: 5.18.Z

12) NO PURCHASES AFTER 4:00 P.M.

EFFECTIVE IMMEDIATELY, NO PURCHASES ARE TO BE MADE AFTER 4:00 P.M. UNLESS IT IS AN "EMERGENCY PURCHASE" AND THE ITEM(S) SHALL BE UTILIZED THAT SAME DAY.

13) SICK LEAVE POLICY, FRIDAY HALF DAY REQUEST MUST BE REQUESTED BY TUESDAY, & ALL UNSCHEDULED LEAVE IS WITHOUT PAY

A) NO EMPLOYEE SICK LEAVE WILL BE HONORED ON "ANY": FRIDAY, MONDAY OR DAY BEFORE / AFTER A HOLIDAY, UNLESS ACCOMPANIED BY A DR.'S EXCUSE, WHICH SPECIFIES THAT YOU WERE UNABLE TO WORK DUE TO ILLNESS/INJURY.

**DOCTORS EXCUSE IS DUE THE FIRST DAY YOU RETURN TO WORK, OTHERWISE THE DAY WILL BE DOCKED AS ANNUAL, C/T OR RE-SCHEDULED HOLIDAY IF AVAILABLE. WE WILL NOT CALL THE DOCTOR FOR YOUR EXCUSE; THAT IS YOUR RESPONSIBILITY.*

B) *FRIDAY REQUESTS FOR TIME OFF (COMP TIME, RE-SCHEDULED HOLIDAY OR VACATION) ARE TO BE MADE ON/OR BEFORE 5:OO.P.M OF THE PROCEEDING TUESDAY OF THE REQUEST, OTHERWISE IT SHALL BE DENIED.*

REQUESTS TO BE OFF ½ DAY ON FRIDAYS, SHALL BE SUBJECT TO THE SAME DEADLINE OF TUESDAYS, OTHERWISE IT SHALL BE DENIED.

C) *VACATION LEAVE MUST BE REQUESTED THROUGH THE USE OF A "REQUEST FOR LEAVE FORM" AVAILABLE UPON REQUEST AND WILL BE SUBJECT TO APPROVAL / DISAPPROVAL BY FOREMEN. REQUEST MUST BE MADE ON A ONE TO ONE ADVANCE NOTICE RATIO. (EX.: ONE WEEK NOTICE FOR ONE WEEK REQUEST)* **THIS POLICY DOES NOT APPLY TO FRIDAY(S) OFF. (SEE ITEM #B)**

* * * \

14) RECEIPT OF UNIFORMS/SHIRTS

I DO HEREBY ACKNOWLEDGE THAT THE (5) FIVE UNIFORMS I RECEIVED ARE IN CONJUNCTION WITH HIDALGO COUNTY PCT. #4'S IN-HOUSE POLICY ON "PROPER WORK ATTIRE" I AM EXPECTED TO WEAR A UNIFORM ON A DAILY BASIS.

I FURTHER UNDERSTAND THAT IF I SHOULD FAIL TO MEET THE PRECINCT'S DRESS REGULATION, IT MAY RESULT IN DISCIPLINARY ACTION AND/OR DISMISSAL.

I UNDERSTAND THAT THESE UNIFORMS WILL REMAIN THE PROPERTY OF HIDALGO COUNTY AND AS SUCH I AM RESPONSIBLE FOR THEIR UPKEEP OR I MAY BE REQUIRED TO REPLACE THEM AT MY COST.

I MUST RETURN ALL OLD/UNUSABLE UNIFORMS TO THE PRECINCT FOR PROPER DISPOSAL.

I HAVE BEEN ADVISED THAT UNIFORMS ARE TO BE WORN ONLY DURING WORKING HOURS, NOT FOR RECREATIONAL/PRIVATE USE.

I HAVE BEEN ADVISED THAT I AM TO RETURN UNIFORMS UPON TERMINATION OF EMPLOYMENT WITH HIDALGO COUNTY PRECINCT 4.

(All employees' signed receipt of notice are on file)

15) SAFETY/ EMPLOYEE MEETING REMINDERS:

MR. LARRY ORTIZ, SAFETY OFFICER (SHREDDER OPERATORS) APPLIES TO ALL CREWS

- *REMINDER FOR EMPLOYEES TO SIGN SAFETY MEETING ROSTER*
- *REMINDER TO POST ALL ROAD CONSTRUCTION SIGNS AT JOB SITES*
- *REMINDER TO CHECK FOR PEDESTALS & FIRE HYDRANTS, TO AVOID DAMAGING THEM- CREWS WERE ISSUED 4' STAKES & FLORESCENT PAINT TO MARK OBSTACLES IN ROW*

MR. LARRY ORTIZ, SAFETY OFFICER (MOTORGRADER OP) APPLIES TO ALL CREWS

- *ADVISED CREWS OF POSTING SIGNS AT JOB SITES BEFORE BEGINNING ANY WORK*
- *CREW MEMBERS WILL RECEIVE A REPRIMAND IF THE ROAD CONSTRUCTION SIGNS ARE NOT UP (NOT ONLY ONE PERSON). IT IS THE RESPONSIBILITY OF ALL CREW MEMBERS TO ENSURE COMPLIANCE.*

16) PRECINCT #4 POLICIES & SAFETY VERBAL REMINDERS:

- *SAFETY ZONE IN SHOP IS OUTLINED BY RED TAPE- DIRECTLY OUTSIDE FOREMEN'S OFFICE BY ICE MACHINE (NO HARD HAT/GEAR REQUIRED)*
- *NO UNAUTHORIZED PERSONNEL ALLOWED IN SHOP AREA.*
- *NO SMOKING IN THE SHOP AREA.*
- *DO NOT LEAVE FILTERS IN WASH ROOM (TAKE TO BARRELS)*
- *DO NOT COME EAT LUNCH AT THE PRECINCT IF YOUR JOB SITE IS MORE THAN THREE MILES AWAY FROM SHOP.*
- *DO NOT GO TO PERSONAL VEHICLES DURING WORKING HOURS.*
- *THE PRECINCT DOES NOT ACCOMMODATE MODIFIED DUTY FOR W.C. CLAIMS OR FOR NON-WORKERS COMP/ REGULAR SICK.*
- *WHEN APPLICABLE EMPLOYEES WILL BE PLACED ON FMLA (3 OR MORE SICK DAYS FOR SELF-CARE OR APPROVED FAMILY MEMBER)*
- *PERSONAL CELL PHONES MAY BE UTILIZED BEFORE/AFTER WORK, DURING BREAKS & LUNCH HOUR ONLY. ABSOLUTELY NO CELL PHONE USUAGE WHILE OPERATING COUNTY VECHILCES OR EQUIPMENT.*
- *MANDATORY DRUG TESTING FOR ALL OCCUPANTS OF COUNTY VEHICLE INVOLVED IN AN ACCIDENT.*
- *PERSONAL CELL PHONE RECORDS MAY BE SUBPOENAED IF YOU ARE INVOLVED IN A COUNTY ACCIDENT (FOR INVESTIGATION PURPOSES) SHOULD CELL PHONE BE A FACTOR IN ACCIDENT REPRIMAND/TERMINATION MAY RESULT.*

(THIS PAGE SHALL BE UPDATED AS NECESSARY)

EXHIBITS
D-H

(Exhibit D.)

HIDALGO COUNTY
ACCIDENT PREVENTION PLAN SUMMARY
July, 2001

1. **Statement of Goals**
Hidalgo County recognizes that the reduction of accidents and the increase of employee safety are the responsibility of Department Heads, supervisors and employees of Hidalgo County. A comprehensive Accident Prevention Plan ("Plan") is an effective tool for reducing work-related accidents.

2. **Management Component – Authority and Accountability**
Department Heads, Supervisors, Departmental Safety Coordinators ("Coordinators"), and the Risk Management Department ("Risk Management") are responsible for implementation of this Accident Prevention Plan.

3. **Employee Commitment Component; Contractors**
Employees of Hidalgo County are expected and required to adhere to the Hidalgo County Accident Prevention Plan. Contractors that provide or perform services for Hidalgo County, at any Hidalgo County location, are responsible for ensuring that contractor's employee actions and services delivered are in a manner consistent with the Hidalgo County Accident Prevention Plan.

4. **Recordkeeping and Documentation Component**
Hidalgo County believes that a valid means of reviewing and identifying possible trends and deficiencies in a safety program is through an effective recordkeeping program.

5. **Safety and Health Training Component**
Hidalgo County is committed to providing safety and health related orientation and training to employees of Hidalgo County. Department Heads, supervisors, and employees are encouraged to participate and become involved in the ongoing health and safety training program.

6. **Accident Reporting and Investigation Component**
Department Heads are responsible for ensuring prompt and thorough investigations of accidents that occur in their departments or that affect employees under their supervision.

7. **Safety Audit Inspection Component**
Audit functions will be performed on an on-going basis by the Coordinators, with the daily help of employees. Risk Management will assist with audits.

8. **Analysis Component**
Department Heads will review trend analyses on a periodic basis, as provided by Risk Management.

9. **Periodic Review Component**
Risk Management, based on recommendations from the Master Safety Committees, as hereinafter defined, will present recommendations for modifications to this Plan on an annual basis.

10. **Disciplinary Component**
Terms of discipline are as described in the Hidalgo County Civil Service Rules and/or the Personnel Manual, as applicable.

HIDALGO COUNTY
ACCIDENT PREVENTION PLAN
July, 2001

I. Statement Of Goals And Objectives

COUNTY is dedicated to achieving the following objectives:

A. Implementation of an effective Accident Prevention Plan, with involvement of each and every COUNTY employee, including Department Heads, through increased awareness of the overall safe operation of COUNTY facilities

B. A reduction of work-related incidents through:
   1. Establishment of lines of communication involving management and employees at all levels.
   2. Reduction of current and potential hazards that expose or create risk.

II. Management Component – Authority and Accountability

A. COUNTY is committed to providing resources and guidance for the development and implementation of the Plan. Department Heads are encouraged to:
   1. Create employee involvement in the implementation of the Plan.
   2. Administer safety training in their respective departments, with assistance from Risk Management, to ensure employees understand and follow safety and health policies as established by COUNTY.
   3. Discipline employees who violate the safety and health policies of COUNTY according to Hidalgo County Civil Service and/or Personnel Manual (brown book), as applicable.

B. Risk Management / Master Safety Committees are responsible for the overall implementation of the Plan, at the direction of the Commissioners' Court. Master Safety Committees shall be comprised of representatives from COUNTY Departments, and shall meet on a periodic basis. Risk Management shall present to Commissioners' Court the status of implementation of this Plan.

C. Supervisors / Coordinators shall determine if a hazard exists, report the hazard for immediate correction, or establish interim protective measures. Regardless of whether or not a hazard is identified, the reporting employee will be notified of the corrective action taken or the procedures used to conclude that no hazard existed. If practical, this information will be shared with employees at the site.

III. Employee Commitment Component; Contractors

A. COUNTY encourages its employees to commit to the implementation of this Plan.

B. Employees are expected to:
   1. Become involved in implementation of this Plan.
   2. Utilize established avenues to solicit and receive comments, information, and assistance where health and safety are concerned.
   3. Report hazards and unsafe conditions in the workplace to their supervisors.

4. Perform job duties in a manner that is safe for themselves as well as those around them.
5. Abide by health and safety policies established by COUNTY.

C. Contractors that provide or perform services for Hidalgo County are responsible for ensuring Contractors' employee actions and services are delivered in a manner consistent with this Plan. This Plan will be made available to Contractors for review through the Purchasing Department of COUNTY.

IV. Recordkeeping and Documentation Component

A valid means of reviewing and identifying possible trends and deficiencies in a safety program is through an effective recordkeeping program.

A. Records regarding work-related accidents will be maintained for the current year, plus a minimum of five years thereafter, in accordance with policies established by Risk Management and the Workers Compensation Coordinator.

B. Each Department Head shall authorize Coordinators to:
1. Maintain safety records separate from other personnel records.
2. Conduct safety meetings, topics to be gathered from the basic required topics as provided by Risk Management and from additional perceived departmental needs.
3. Maintain documentation of safety meetings, inspection reports, current lists of vehicles, heavy equipment, lawn equipment, and authorized drivers, as requested by Risk Management.

C. Safety and Health Surveys / Inspections Program
1. Site Audits
a. The assigned Coordinator(s) at each location will be responsible for performing ongoing site audits to review the site for safety issues, with documentation available for review by Risk Management.
b. Reports generated as a result of comprehensive surveys conducted by outside agencies will receive immediate attention and consideration, with recommendations acted upon as soon as is practical.
c. Methods of addressing the issues contained in the site audits by Safety Coordinator(s) and by outside agencies will be documented in writing, and a copy of work order(s) will be maintained with the site audit at the applicable department.

2. Vehicle / Equipment Inspections
a. Vehicles, heavy equipment and mowing equipment must be fully equipped with safety
equipment prior to use. Coordinators are required to inspect both Vehicle Inspection Reports and actual equipment on a periodic basis, with Risk Management performing a periodic audit for compliance.
b. Prior to each shift, drivers / operators will perform a Vehicle and Equipment Inspec-tion, said inspection to include safety equipment and vehicle functions.

c. Preventative maintenance inspections will be performed by a mechanic for each vehicle, piece of heavy equipment, lawn equipment, etc., as recommended by the manufacturer.

d. Departments with vehicles, heavy equipment and/ or mowing equipment will maintain records pertaining to equipment inspection and maintenance programs performed at or for each facility and for each piece of equipment.

e. Lockout/Tagout procedures will be used each time a piece of machinery or a vehicle is taken out of service. All employees will adhere to the regulations of the lockout/ tagout procedure.

V. Safety and Health Training Component

COUNTY is committed to providing safety and health related orientation and training to employees. The training program's purpose is to educate and familiarize employees with safety and health work practices.

A. Each department, with the assistance of Risk Management, will develop, implement, and maintain a safety and health orientation and training program. Risk Management and each Department Head shall determine criteria requirements. Department Heads have the authority to assess training effectiveness and are responsible for enforcing implementation of criteria requirements of training.

B. Safety or Other Related Meetings

1. The Master Safety Committees will meet on a quarterly basis for the purpose of discussing trends and needs, with the Workers Compensation Coordinator providing input for these meetings. The members of each Master Safety Committee (Coordinators) will use the information gathered at the Master Safety Committee meetings to assist them in planning departmental safety meetings.
2. Coordinators will conduct safety meetings at their locations, with the goal of reducing work-related accidents.
3. Coordinators will meet with their Department Head to identify any changes to forms, to review Plan component performance, and to identify goals and needs of the departmental safety program.
4. Risk Management will determine which departments fall in the "extra hazardous category" based on accident history for the department. For those departments deemed "extra hazardous," Risk Management will assist the assigned Coordinator with a concentrated safety awareness program.
5. Risk Management will document and maintain records of meetings of Master Safety Committees. Coordinators will document and maintain records of safety-related meetings for their departments. This documentation will be maintained as proof of attendance and will be reviewed by the Coordinator to assist in determining the need for additional or repeated training for employees on an individual basis. Signatures on attendance sheets shall be legible. The training records will become part of the employee's on-site safety file.

VI. Accident Reporting and Investigation Component

COUNTY is committed to correcting or controlling hazards.

A. Department Heads and/or their designated Coordinator(s) will conduct prompt and thorough investigations of accidents that occur in their areas or that affect employees under their supervision.

B. Coordinators will use the approved format for investigating each alleged work-related accident / illness, accompanied by witness reports, diagrams and/or photographs, depending on the severity of the accident.

C. Information acquired from accident investigations will be used and reviewed by Department Heads, supervisors, and affected employees in order to ascertain contributing factors and causes. From the investigation, items on the designated accident investigation form will be addressed in detail as soon as possible following the accident/illness to formulate a plan of corrective action to prevent recurrence of the mishap.

D. Accidents and incidents involving situations where multiple supervisors are affected (for instance, an employee of one department injured at the location of a second department location) may be investigated jointly between both departments. The supervisor of the area where the incident occurred will be in charge of the investigation.

E. When identified hazards cannot be eliminated, the hazard will be effectively controlled by engineering, administrative procedures, work practices, personal protective equipment, or any other method deemed suitable for such circumstance. Personal protective equipment will be the control of last resort when other means of eliminating the hazards have not provided adequate protection to the employee. When personal protective equipment is issued, the employee will be informed of the requirements, use, and limitations of the equipment.

VII. Safety Audit Inspection Component

A. COUNTY has arranged for each operating location to receive a comprehensive safety and health audit by Risk Management. These audits will identify existing and potential hazards. Items which will be audited include, but are not limited to: site management, documentation management, employee safety training (frequency, content, presentation, effectiveness), and overall effectiveness of the Plan, with special emphasis on failure of any component.

B. Risk Management personnel performing the audit will discuss findings with the Department Head and the Coordinator and will make recommendations and suggestions for corrective action.

C. Site and equipment safety is a matter for all employees. Employees will participate, on an ongoing basis, in site and equipment maintenance, housekeeping and other safety practices. Coordinators will conduct and document inspections of each site under that department's jurisdiction for the purpose of minimizing hazards.

D. During Risk Management audits, site and equipment maintenance records will be reviewed, including but not limited to a Comprehensive Survey Form, discussion and resolution notes and suggestions.

VIII. Analysis Component

A. Risk Management will report on a quarterly basis to Commissioners' Court regarding the status of the Plan through periodic trend reports, which will identify:
   1. Accidents and near miss (record only) incidents resulting in or potentially resulting in injury, illness and/or property damage; and
   2. Recurring hazard violations needing corrective action.

B. Injury and illness trends will be reviewed at the Master Safety Committee meetings.

C. Coordinators will meet with their Department Head to analyze occurrences, identify developing trends, and plan courses of corrective actions. Risk Management will assist each department in creating and reviewing trend analyses.

IX. Periodic Review Component

A. Master Safety Committees will review the implementation of this Plan on an ongoing basis. Each portion of the Plan will be audited individually with the documented findings used to identify deficiency trends and improvement modifications. This documentation will be maintained by Risk Management.

B. The Master Safety Committees, through Risk Management, will present component recommendations and modifications to Commissioners' Court during the first calendar quarter of each year.

X. Disciplinary Component

A. Current disciplinary policy and procedures contained in the Hidalgo County Permanent Civil Service Regulations or the Hidalgo County Personnel Manual (brown book) will be used to ensure enforcement of the rules and procedures for a safe and healthful working environment.

B. Department Heads and/or their designees may issue warnings and/or take appropriate disciplinary action in accordance with the provisions the the Hidalgo County Permanent Civil Service Regulations or the Hidalgo County Personnel Manual (brown book) with employees that:
   1. Commit repeated minor infractions or violations of the safety rules or safe work practices;
   2. Commit single serious violations of a rule or procedure that could have potentially resulted in injury to themselves or another employee, or that could have caused property damage; and/or
   3. Participate in on-the-job activities that could potentially result in injury or property damage.

Accident Prevention Plan, July 2001

This Hidalgo County Accident Prevention Plan, July 2001, was passed i Commissioners' Court July 20, 2001, to become effective immed iately Commissioner's Court members present were County Judge José Eloy Pulido Commissioner Sylvia Handy, Commissioner Hector "Tito" Palacios, an Commissioner Joe Flores. Commissioner Oscar Garza was absent.

County Judge José Eloy Pulido

Commissioner Sylvia Handy
Precinct 1

Commissioner Hector "Tito" Palacios
Precinct 2

Commissioner Joe Flores
Precinct 3

Commissioner Oscar Garza, Jr.
Precinct 4

(Exhibit E.)

The County of Hidalgo Drug and Alcohol Policy

1. Policy Statement

The County of Hidalgo (the "COUNTY") recognizes that alcohol and drug abuse in the workplace has become a major concern. To help ensure a safe, healthy and productive drug-free work environment for all employees (collectively "Employees") of the COUNTY and others on the property of the COUNTY, to protect COUNTY property and assets, maintain a favorable public image and to assure efficient operations, the COUNTY has adopted a policy on drugs, alcohol and other prohibited items applicable to all Employees. This policy is intended to comply with the Drug Free Workplace Act of 1988, the Texas Workers Compensation Act and all applicable regulations issued by the Department of Transportation ("DOT").

It is the policy of the COUNTY to maintain its property and to provide a drug-free working environment that is both safe for Employees and others having business with the COUNTY or on COUNTY property and conducive to efficient and productive work standards. This policy restricts certain items and substances from being brought on or being present in or on COUNTY property, including all COUNTY owned and operated buildings, parking areas, easements and rights of way, vehicles, equipment, parks and recreational areas, capital projects, construction sites, job sites and any areas which fall under the jurisdiction and control of the COUNTY. This policy prohibits Employees from reporting to work, working or being present on COUNTY property, whether or not on duty, from having detectable levels or identifiable trace quantities of certain drugs and other substances. However, this policy is not intended to prohibit or restrict the legal and responsible use of alcohol in COUNTY recreation areas by COUNTY Employees while off duty.

2. Statement of the Drug and Alcohol Policy

The use, possession, sale, manufacture, distribution, transfer, dispensation, concealment, receipt, transportation, or being under the influence of any prohibited items or substances (including the presence of detectable levels or identifiable trace quantities), as defined in Section 3, on COUNTY property or while on COUNTY business, by Employees, is prohibited. Employees must not report for duty or be on COUNTY property while under the influence of, or have in their possession while on COUNTY property, any prohibited item or substance.

3. Definitions

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol (ethanol) or any other low molecular weight alcohol including methyl and isopropyl alcohol.

CDL means Commercial Driver License holders. The COUNTY requires certain Employees to maintain a CDL. The DOT regulations (49 CFR Parts 40 and 382) require the COUNTY to have a special, mandatory controlled substance and alcohol testing policy for these Employees. All applicable drug and testing procedures shall meet DOT regulations. A copy of the DOT regulations shall be available for inspection and copying in the Personnel Office.

Commission means the Hidalgo County, Texas Civil Service Commission established pursuant to the Texas Local Government Code.

Controlled Substance means illegal drugs plus any other substance covered by Schedules I through V of the Federal Controlled Substances Act (21 USC 801, et seq.) or the Texas Controlled Substances Act (Chap. 481, Texas Health and Safety Code). A controlled substance is unauthorized if the Employee does not have a valid prescription for that substance at the time of its use or possession.

Conviction means a final, non-appealable finding of guilt by either a judge or jury, or a suspension of sentence, probation or deferred adjudication, including a plea of *no lo contendere.*

COUNTY means Hidalgo County, Texas, as organized and existing under the constitution and laws of the State of Texas.

Department means a COUNTY, district, or precinct office, agency, or board that has jurisdiction and control of designated governmental functions.

Department Head means an individual appointed as a supervisor of a department by one of the following: Commissioner's Court, COUNTY Judge, a designated representative of the Commissioner's Court, or an Elected Official.

Detectable means the measurable presence of an illegal or prohibited drug or substance found in body fluids at an mg/ml level of detection specified by the COUNTY's contract with a National Institute of Drug Abuse ("NIDA") certified testing laboratory; such levels will meet the DOT requirements.

Elected Official means an individual elected to a position created by the constitution or by statute. The term of an Elected Official is limited by the constitution.

Employee means any person employed by the COUNTY, including Elected Officials, full-time, part-time, temporary, probationary and contract employees.

Safety Sensitive Position means a position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry a firearm, perform life threatening procedures, or

work with controlled substances; a position in which a drug impairment constitutes an immediate and direct threat to the Employee's health or safety; a position which has access to a juvenile facility; a position in which the Employee is responsible for the well-being of a minor; or a position in which a momentary lapse in attention could result in injury or death to another person.

Under the influence means being unable to perform work in a safe and productive manner, being in a physical or mental condition which creates a risk to the safety and well-being of the individual, other employees, the public or COUNTY property, and/or having a measurable presence of an illegal or prohibited drug or substance found in body fluids at an mg/ml level of detection specified by the COUNTY's contract with a NIDA certified lab.

4. Prohibited Items and Prohibited Conduct

A. The use, possession, sale, manufacture, distribution, dispensation, concealment, receipt, transportation, or being under the influence of any of the following items or substances on COUNTY property (including the presence of detectable levels or identifiable trace quantities), by Employees, is prohibited:

i. Illegal drugs; controlled substances; marijuana; mood or mind altering substances, legal or illegal; "look-alike" substances; designer, counterfeit or synthetic drugs; inhalants; and any other drugs or substances which will in any way affect safety, workability, alertness, coordination, judgment, response or affect the safety of others on the job.

ii. Alcoholic beverages. Consuming alcoholic beverages while driving or driving while intoxicated any vehicle for COUNTY business or any COUNTY vehicle at any time is prohibited. The consumption of alcohol on COUNTY time is prohibited.

iii. Drug paraphernalia.

iv. Prescription drugs and over the counter medications, except under the following conditions:

(a) The drugs have been prescribed by an authorized and Texas licensed medical practitioner for current use (within the past 12 months) for the person in possession of the drugs and filled in accordance with the provisions of the Texas Pharmacy Act, Texas Controlled Substances Act (Chapter 481, Texas Health and Safety Code) and regulations promulgated thereunder.

(b) The drugs/medications, both prescribed and over the counter, are limited to a one day's supply, or must be kept in their original container labeled in accordance with the provisions of the applicable laws of the State of Texas and must be taken in accordance with the dosage recommendations and usage cautions and generally must not affect the person's ability to perform work safely.

(c) The COUNTY may require the Employee to provide documentation from the doctor stating that such use will not impair the Employee's ability to perform the essential functions of his/her position. The COUNTY reserves the right, with Employee's consent, to consult with the Employee's medical doctor to determine if a drug or medication, whether prescribed or not, produces hazardous or non-safe effects and may restrict the use of any such drug or medication accordingly on COUNTY property.

(d) Any Employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of medication could compromise the safety of the Employee, fellow Employees or the general public, it is the Employee's responsibility to use appropriate personnel procedures (i.e., call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices.

B. The following conduct is prohibited by this policy:

i. Switching or altering any urine sample submitted for testing.

ii. Refusal to consent to testing. Consent is indicated by signing any form required by the COUNTY or its designated testing facility.

iii. Refusal to submit to an inspection of any desk, locker, vehicle or other COUNTY property under Employee's control when asked to do so by Department Head or Elected Official.

iv. Conviction under any criminal drug statute for a violation occurring in the workplace.

v. Failure to notify the Department Head, Elected Official or Risk Management of any arrest or conviction under any criminal drug statute, or arrest or conviction of driving while intoxicated, within five (5) days of the arrest or conviction.

vi. Failure to notify Department Head, Elected Official or Risk Management of the side affects of a prescription or non-prescription drug which may impair the Employee's behavior or physical or mental ability to safely and fully perform assigned duties.

vii. Failure to keep prescribed medicine in its original container or to provide proof of identification of drug prescriptions and prescribing physician.

viii. Failure of any COUNTY Employee to report the use or possession of an illegal drug or prohibited item by another COUNTY Employee while on duty or in a COUNTY vehicle.

5. Policy Enforcement

Because of the importance of this Policy, the COUNTY reserves the right, at all times, while on COUNTY premises and property and when circumstances warrant, to have the Department Head, Elected Official or personnel designated by COUNTY conduct reasonable searches and inspections of Employees and their personal property and effects, to include, but not limited to lunch boxes, purses, briefcases, baggage, offices, desks, clothing, and vehicles (including trunks, glove compartments, etc.), for the purpose of determining if such Employees or other persons are using, possessing, selling, manufacturing, distributing, dispensing, concealing, receiving or transporting any of the prohibited items and substances.

The Department Head, Elected Official or certain personnel designated by the Department Head have the right to conduct an on-the-spot search and inspection of Employees and their personal property and effects, as described above, if Department Head, Elected Official or designated personnel have a reason to believe that Employees or others, are in violation of this policy. All searches and inspections conducted by outside authorized specialists will be in the presence of the Department Head, Elected Official or such designated personnel. All Employees are expected to cooperate with any investigation regarding this policy. Failure to cooperate, providing false information or omitting information may subject Employees to disciplinary action in accordance with all COUNTY personnel policies and all applicable state law.

A search and inspection may also include and require Employees present on COUNTY property to submit to a drug and alcohol screen test. Tests may be required under the following circumstances, however testing is mandatory for all individuals in sections (a) and (b):

(a) Post-offer, pre-employment screening to all new employees;

(b) Post-employment transfer, promotion and/or reassignment to safety-sensitive position;

(c) When the Department Head, Elected Official or personnel designated by the Department Head have reason to believe that an Employee on COUNTY property is using or under the influence of prohibited drugs, alcohol and substances, or that there has been a violation of this policy;

(d) When an Employee is found in possession of suspected illegal or prohibited drugs and substances, or when any of these drugs and substances are found in an area controlled or used exclusively by said Employee or other person;

(e) When an Employee returns to active employment after a leave of absence of forty-five (45) days or more;

(f) Following an on-the-job injury requiring treatment from a physician, or, following a serious or potentially serious accident or incident, including near misses, in which safety precautions were violated, unsafe instructions or orders were given, vehicles/equipment/property was damaged, or unusually careless acts were performed. All persons involved and within the immediate vicinity of the incident may have their urine and/or blood tested. If it is impossible or impractical, because of the physical condition of the individual(s) involved in the accident, to give a urine and/or blood sample, and if in subsequent medical treatment of the person(s) blood will be drawn, then blood will be analyzed for drugs, alcohol and other prohibited substances; or

(g) Random (Periodic and unannounced). Only COUNTY employees who are required to possess a CDL to perform their job duty and/or every employee working in a job classified as a safety-sensitive position will be subject to random testing. Random testing, other than to meet current specific job site requirements, will not commence until twenty-one (21) days following the date of this policy; however, applicants for employment shall be subject to testing as of the date of this policy. The search, inspection, urine and/or blood drug screening provisions herein will be performed with concern for the personal privacy of each Employee or other person, and will also apply to contract labor, when feasible.

All persons shall have the opportunity, prior to testing and at the testing facility, to list all prescription and non-prescription drugs they have used in the last thirty (30) days and to explain the circumstances surrounding the use of such drugs. All records containing medical information will be maintained in accordance with applicable law.

This testing policy does not include and specifically excludes those Employees covered by the Hidalgo County Sheriff's Department Alcohol and Drug Testing Policy as defined therein.

6. Consequences for Violating Policy

The following violations of this policy will result in **automatic and mandatory termination** upon the first offense:

(a) Refusal to submit to a drug and or alcohol test. Consent is indicated by signing any form required by the COUNTY or the physician or laboratory collecting the specimen for testing.

(b) Confirmation of a positive result in drug testing and screening, which indicates detectable levels or identifiable trace quantities of a prohibited drug or substance.

(c) Unauthorized use or possession of alcohol when reporting for duty, while on duty or occupying any COUNTY vehicle or personal vehicle on COUNTY time, including lunch or other break periods.

Violations involving other sections of this policy will result in disciplinary action, up to and including termination, in accordance with all COUNTY personnel policies and all applicable state law. Preliminary findings of a policy violation, other than those which require automatic and mandatory termination, may require Employee be suspended, without pay, pending the results of an investigation. If the investigation clears Employee of any policy violation, then Employee will be fully reinstated, including pay, to his/her job.

An Employee who is terminated for refusing to take a drug and or alcohol test or who is terminated for having a positive drug or alcohol test will not be eligible for rehire for six (6) months.

7. Notification

Any Employee who is arrested or convicted of a drug-related offense must report the arrest or conviction to their Department Head, Elected Official or Risk Management within five (5) days of the conviction. Any Employee who is arrested or convicted of driving while intoxicated must report the arrest or conviction to their Department Head, Elected Official or Risk Management within five (5) days of the conviction. Failure to report such an offense may result in disciplinary action in accordance with all COUNTY personnel policies and applicable state law.

8. Treatment Programs and Employee Insurance

While the COUNTY does not sponsor or endorse any specific drug treatment program, such programs are available through public and private health care facilities in the area. Affected employees are encouraged to seek assistance for themselves and their dependents. The group health insurance offered to employees and their dependents may provide limited coverage for expenses related to drug treatment programs. Employees may contact the Human Resources Department or refer to the plan description for details.

The COUNTY does not offer, nor require, participation in drug and alcohol abuse education and training programs. However, various public and private facilities in the area offer such programs and affected or interested employees are encouraged to seek assistance.

The County of Hidalgo Drug and Alcohol Policy
Certificate of Receipt

I have read, understand and received a copy of the County of Hidalgo Drug and Alcohol Policy, amended 1-29-07, and understand I am expected to abide by this Policy.

Name: _____

Signature: _____

Social Security Number: _____

Date: _____

Práctica Sobre Drogas y Alcohol del Condado de Hidalgo

1. Declaración de la Práctica

El Condado de Hidalgo (el "CONDADO") reconoce que el abuso del alcohol y las drogas en el trabajo se ha convertido en un grave problema. Para poder asegurar un ambiente de trabajo seguro, sano y productivo libre de drogas para todos los empleados (en forma colectiva, los "Empleados") del CONDADO y otros sobre la propiedad del CONDADO, para proteger la propiedad del CONDADO, y mantener una imagen favorable al publico y para asegurar operaciones eficientes, el CONDADO ha adoptado una práctica sobre las drogas, el alcohol y otros articulos prohibidos aplicable a todos los Empleados. Esta práctica es intencionada a cumplir con el *Drug Free Workplace Act of 1988*, el *Texas Workers Compensation Act* y todos los reglamentos aplicables emitidos por el Departamento de Transportación, conocido por sus siglas en Inglés (*"DOT"*).

Es la práctica del CONDADO mantener su propiedad y proporcionar un ambiente de trabajo libre de drogas el cual sea seguro para los Empleados y otros que tengan negocios con el CONDADO o sobre la propiedad del CONDADO y que conduzca a normas de trabajo eficientes y productivas. Esta práctica restringe que ciertos artículos y substancias sean traídas o estén presentes en la propiedad del CONDADO, incluyendo todos los edificios propiedad del CONDADO o operados por el CONDADO, las áreas de estacionamiento, los derechos de paso, los vehículos, el equipo, parques y áreas recreativas, los proyectos y lugares de construcción, los lugares de trabajo y cualquier otra área que cae bajo la jurisdicción y el control del CONDADO. Esta práctica prohíbe a los Empleados de reportarse al trabajo, que trabajen o estén presentes en la propiedad del CONDADO, durante o fuera de su turno de trabajo, teniendo niveles perceptibles o cantidades identificables de ciertas drogas y otras substancias. Sin embargo, esta práctica no está intencionada a prohibir o restringir el uso legal y responsable de alcohol en áreas recreativas del CONDADO por Empleados del CONDADO cuando estén fuera de su turno de trabajo

2. Declaración de la Práctica Sobre las Drogas y el Alcohol

El uso, la posesión, venta, producción, distribución, transferencia, dispensación, el encubrimiento, recibir, transportar, o estar bajo la influencia de cualquier artículo o substancias prohibidas (incluyendo la presencia de niveles perceptibles o cantidades identificables), según definido en la Sección 3, en la propiedad del CONDADO o mientras conduce negocios para el CONDADO, por los Empleados, es prohibido. Los Empleados no deben reportarse a trabajar o estar sobre la propiedad del CONDADO mientras estén bajo la influencia, o tengan en su posesión mientras están en la propiedad del CONDADO, cualquier artículo o substancia prohibida.

3. Definiciones

El Alcohol se define como un agente embriagante en bebida alcohólica, alcohol etílico (etanol) o cualquier otro alcohol de bajo peso molecular, incluyendo el alcohol métilico e Isopropilo.

Bajo la Influencia se define como estando incapacitado para desempeñar el trabajo de manera segura y productiva, estando en una condición física o mental que causa un riesgo a la seguridad y el bienestar de la persona, otros Empleados, el publico o la propiedad del CONDADO, y/o tener una presencia medible de una droga o substancia ilegal o prohibida en los fluidos del cuerpo a un nivel de detección mg/ml especificado por el contrato del CONDADO con un laboratorio certificado*NIDA*.

CDL se define como portadores de una Licencia Comercial de Conducir. El CONDADO requiere que ciertos Empleados mantengan una *CDL*. Los reglamentos del *DOT* (49 CFR Partes 40 y 382) requieren que el CONDADO tenga una práctica especial, obligatoria de pruebas sobre las substancias controladas y el alcohol para todos estos Empleados. Todos los procedimientos aplicables de pruebas y drogas deben llenar los requisitos del *DOT*. Una copia de los reglamentos del *DOT* estará disponible para ser inspeccionada y copiada en la Oficina de Personal.

Comisión se define como la Comisión de Servicio Civil del Condado de Hidalgo, Texas establecido de acuerdo al Código Local Gubernamental de Texas.

CONDADO es el Condado de Hidalgo, Texas, según organizado y vigente bajo la constitución y las leyes del Estado de Texas.

Convicción se define como un fallo final, no-apelable de culpabilidad ya sea por un juez o un jurado, o una suspensión de sentencia, libertad condicional o adjudicación diferida, incluyendo una defensa de *no lo contendere*.

Departamento es un CONDADO, distrito, o oficina de precinto, agencia, o directiva que tenga jurisdicción y control de funciones gubernamentales designadas.

Empleado se define como cualquier persona empleada por el CONDADO, incluyendo Oficiales Elegidos, y empleados de tiempo completo, de tiempo parcial, temporarios, probatorios y por contrato.

Jefe de Departamento es una persona nombrada como supervisor de un departamento por uno de los siguientes: La Corte de Comisionados, un Juez del CONDADO, un representante designado por la Corte de Comisionados, o un Oficial Elegido.

Oficial Elegido es una persona elegida a una posición creada por la constitución o por estatuto. El término de un Oficial Elegido es limitado por la constitución.

Perceptible se define como la presencia medible de una droga o substancia ilegal o prohibida que se encuentre en los fluidos del cuerpo a un nivel de mg/ml de detección especificado por el contrato del CONDADO con un laboratorio certificado de pruebas del Instituto Nacional de Abuso de Drogas, conocido por sus siglas en inglés ("*NIDA*"): dichos niveles deben llenar los requisitos del *DOT*.

Posición Sensible a la Seguridad se define como una posición en la cual el impedimento por drogas constituye una amenaza inmediata e directa a la salud o seguridad publica, tal como una posición que requiere que el empleado porte una arma de fuego, desempeñe procedimientos que ponen en riesgo la vida, o que trabaje con substancias controladas; una posición en la cual un impedimento por drogas constituye una amenaza inmediata e directa a la salud o seguridad del Empleado; una posición que tenga acceso a una facilidad de menores de edad; una posición en la cual el Empleado es responsable por el bienestar de un menor; o una posición en la cual un lapso momentáneo de atención podría resultar en lesiones o muerte de alguna otra persona.

Substancia Controlada se define como drogas ilegales ademas de cualquier otra substancia cubierta por las Listas I al V del *Federal Controlled Substances Act* (21 USC 801, et seq.) o el *Texas Controlled Substances Act* (Capitulo 481, *Texas Health and Safety Code*). Una substancia controlada no es autorizada si el Empleado no tiene una receta valida para esa substancia al tiempo de su uso o posesión.

4. Articulos y Conducta Prohibida

A. El uso, la posesión, venta, producción, distribución, transferencia, dispensación, el encubrimiento, recibir, transportar, o estar bajo la influencia de cualquiera de los siguientes articulos o substancias en la propiedad del CONDADO (incluyendo la presencia de niveles perceptibles o cantidades identificables) por los Empleados, es prohibido:

i. Drogas ilícitas; substancias controladas; marijuana; substancias, legales o ilegales, que alteran la mente y el estado de animo; substancias imitadoras; drogas sintéticas o falsificadas; inhalantes; y cualquier otra droga o substancia que de alguna manera afecte la seguridad, el desempeño de trabajo, la agilidad mental, la coordinación, el juicio, la reacción o que afecte la seguridad de otros en el trabajo.

ii. Bebidas alcohólicas. El consumo de bebidas alcohólicas mientras conduce o conduciendo en estado de intoxicación cualquier vehículo para atender asuntos del CONDADO o cualquier vehiculo del CONDADO en cualquier tiempo es prohibido. El consumo de alcohol en el horario del CONDADO es prohibido.

iii. Aparatos y accesorios relacionados con las drogas.

iv. Drogas que han sido recetadas y medicamentos obtenibles sin receta médica, salvo bajo las siguientes condiciones:

(a) Las drogas han sido recetadas por un doctor autorizado y con licencia para ejercer del estado de Texas para para uso en el presente (dentro de los últimos 12 meses) para la persona que tenga posesión de las drogas y que estén surtidas de acuerdo con las disposiciones del *Texas Pharmacy Act, Texas Controlled Substances Act* (Capítulo 481, *Texas Health and Safety Code*) y los reglamentos ancilares.

(b) Las drogas y los medicamentos, tanto las recetadas como las obtenibles sin receta médica, están limitadas a la cantidad necesaria para un solo día, o deben ser mantenidas en su envase original con su etiqueta de acuerdo con las disposiciones de las leyes aplicables del Estado de Texas y deben ser tomadas de acuerdo con las dosis recomendadas y precauciones de uso y en general no deben afectar la habilidad de la persona a desempeñar su trabajo de forma segura.

(c) El CONDADO puede requerir que el Empleado proporcione documentación de su doctor declarando que dicho uso no impedirá la habilidad del Empleado para desempeñar las funciones esenciales de su puesto. El CONDADO se reserva el derecho, con el consentimiento del Empleado, para consultar con el doctor del Empleado para determinar si una droga o medicamento, ya sea con receta o no, produce efectos peligrosos o inseguros y por consecuencia puede restringir el uso de dicha droga o medicamento en la propiedad del CONDADO.

(d) Cualquier Empleado que esté tomando medicamentos ya sean recetados o no será responsable de consultar con su médico y/o farmacéutico para cerciorarse si el medicamento puede interferir con el cumplimiento en forma segura de su empleo. En el caso que el medicamento podría comprometer la seguridad del Empleado, sus compañeros de trabajo o el publico en general, es la

responsabilidad del Empleado usar los procedimientos correctos de personal (por ejemplo, llamar que está enfermo, tomar tiempo por enfermedad, pedir cambio de posición, notificar su supervisor) para evitar prácticas no seguras en el lugar de trabajo.

B. La siguiente conducta es prohibida por esta Práctica:

i. Cambiar o alterar cualquier muestra de orina sometida para examinación.

ii. Rehusar consentimiento para ser examinado. El consentimiento es indicado al firmar cualquier formulario requerido por el CONDADO o su facilidad designada de exámenes.

iii. Rehusar someterse a la inspección de cualquier escritorio, armario con llave, vehículo o otra propiedad del CONDADO bajo el control del Empleado cuando se le pida por el Jefe de Departamento o Oficial Elegido.

iv. Una convicción bajo cualquier estatuto criminal sobre drogas por una violación que ocurre en el lugar de trabajo.

v. La falta de no notificar al Jefe de Departamento, Oficial Elegido o a la Dirección de Riesgos de cualquier arresto o convicción bajo cualquier estatuto criminal sobre drogas, o un arresto o convicción de conducir en estado de intoxicación, dentro de cinco (5) días del arresto o convicción.

vi. La falta de no notificar al Jefe de Departamento, Oficial Elegido o a la Dirección de Riesgos de los efectos causados por una droga ya sea recetada o no que pueda impedir el modo de actuar del Empleado o su habilidad física o mental para desempeñar en forma segura y completa sus deberes asignados.

vii. La falta de no mantener un medicamento en su envase original o proporcionar prueba o identificación de drogas por receta y del doctor que las receta.

viii. La falta de cualquier Empleado del CONDADO en no reportar el uso o la posesión de una droga ilegal o de un artículo prohibido por otro Empleado del CONDADO mientras en funciones de su trabajo o en un vehículo del CONDADO.

5. Imposición de la Práctica

Dada la importancia de esta Práctica, el CONDADO se reserva el derecho, en todo tiempo, mientras en la propiedad del CONDADO y cuando las circunstancias así lo ameritan, para que el Jefe de Departamento, Oficial Elegido o personal designado por el CONDADO, conduzca registros e inspecciones razonables de los Empleados y de su propiedad y efectos personales, incluyendo, pero no limitandose a loncheras, bolsas de mano, carpetas, equipaje, oficinas, escritorios, vestidura, y vehículos (incluyendo la cajuela, guantera, etc.) para el propósito de determinar si dichos Empleados o otras personas están usando, poseen, venden, producen, distribuyen, dispensan, encubren, reciben o transportan cualquiera de los artículos y substancias prohibidas.

El Jefe de Departamento, Oficial Elegido o cierto personal designado por el Jefe de Departamento tienen el derecho de conducir una registración e inspección no anunciada de los Empleados y de su propiedad y efectos personales, según anteriormente dispuesto, si el Jefe de Departamento, Oficial Elegido o personal designado tienen razón para pensar que los Empleados o

otros, están en violación de dicha práctica. Todas las registraciones y inspecciones conducidas por especialistas autorizados de afuera será en la presencia del Jefe de Departamento, Oficial Elegido o de su personal designado. Se espera que todos los Empleados cooperen con cualquier investigación relacionada a esta práctica. El incumplimiento al no cooperar, el proporcionar información falsa o el omitir información puede someter a los Empleados a acción disciplinaria de acuerdo con todas las prácticas de personal del CONDADO y cualquier ley estatal aplicable.

Una registración e examinación puede también incluir y requerir a los Empleados presentes en la propiedad del CONDADO a someterse a una prueba de drogas y alcohol. Las pruebas pueden ser requeridas bajo las siguientes circunstancias, sin embargo, las pruebas son mandatarias para todas las personas en las secciones (a) y (b):

(a) Una prueba posterior al ofrecimiento de empleo y antes de ser contratado a todo empleado nuevo;

(b) Una transferencia posterior al ser empleado, un ascenso y/o una re-asignación a una posición sensible a la seguridad;

(c) Cuando el Jefe de Departamento, Oficial Elegido o personal designado por el Jefe de Departamento tienen razón para pensar que un Empleado en la propiedad del CONDADO está usando o está bajo la influencia de drogas, alcohol o substancias prohibidas, o que ha habido una violación de esta práctica;

(d) Cuando un Empleado es encontrado en posesión de sospechosas drogas o substancias ilegales o prohibidas, o cuando cualquiera de estas drogas o substancias se encuentren en la área controlada o usada exclusivamente por dicho Empleado o otra persona;

(e) Cuando un Empleado regresa a trabajar en forma activa después de una ausencia extendida de cuarenta y cinco (45) días o más;

(f) Posteriormente a alguna lesión ocurrida en el trabajo que requiere tratamiento de un médico, o después de un accidente grave o potencialmente grave, incluyendo accidentes prevenidos al ultimo momento, en donde las precauciones de seguridad fueron violadas, o se emitieron instrucciones o ordenes inseguras, hubo daños a vehículos/equipo/propiedad, o se desempeñaron actos altamente arriesgados. Todas las personas involucradas y dentro de la área inmediata del incidente pueden tener su orina y/o sangre examinada. Si es imposible o no práctico, dada la condición física de la persona o personas involucradas en el accidente, para tomar una prueba de orina y/o de sangre, y si acaso en el tratamiento posterior médico de la persona serán tomadas muestras de sangre, entonces la sangre será analizada para detectar la presencia de drogas, alcohol y otras substancias prohibidas; o

(g) De forma casual (Periódicamente y sin previo aviso). Solamente los Empleados del CONDADO que son requeridos a poseer una *CDL* para desempeñar sus labores y/o cada empleado que trabaje en un trabajo clasificado como una posición sensible a la seguridad estarán sujetos a la examinación casual. La examinación casual, al menos que no sea para enfrentar requisitos especificos en el lugar de trabajo, no darán comienzo hasta veintiún (21) días después de la fecha de esta práctica; sin embargo, los que aplican para empleo estarán sujetos a ser examinados en la fecha de esta práctica. Las disposiciones aquí dispuestas sobre la registración, inspección, y pruebas de orina y/o sangre parar detectar la presencia de drogas serán conducidas con preocupación por

la privacidad personal de cada Empleado o otra persona, y también aplicaran a trabajadores por contrato, cuando sea posible.

Todas las personas tendrán la oportunidad, previamente a ser examinados y en la facilidad de examinación, para anotar todas las drogas recetadas en forma médica o no, que ellos han utilizado en los últimos treinta (30) días y para explicar las circunstancias que acompañan el uso de dichas drogas. Todos los registros que contienen información médica serán mantenidos de acuerdo con la ley aplicable.

Esta norma de examinación no incluye y en forma específica excluye aquellos Empleados cubiertos bajo la Práctica de Prueba de Alcohol y Drogas del Departamento del Alguacil del Condado de Hidalgo según se define en ella.

6. Consecuencias por Violar la Práctica

Las siguientes violaciones a esta práctica resultaran en la **terminación automática e forzosa** bajo la primer ofensa:

(a) El rehusarse a someterse a una prueba de droga y/o alcohol. El consentimiento es indicado al firmar cualquier forma requerida por el CONDADO o por el doctor o laboratorio colectando la muestra para la prueba.

(b) La confirmación de un resultado positivo a la prueba de droga, lo cual indica niveles perceptibles o cantidades identificables de cualquier droga o substancia prohibida.

(c) El uso o la posesión no autorizada de alcohol cuando se reporta a trabajar, mientras esté trabajando u ocupando cualquier vehículo del CONDADO o de uso personal en tiempo del CONDADO, incluyendo los periodos de descanso y de comida.

Las violaciones que involucren otras secciones de esta práctica resultaran en acción disciplinaria, incluyendo el ser despedido, de acuerdo con todas las prácticas de personal del CONDADO y todas las leyes estatales aplicables. El encuentro preliminar de una violación a la práctica, que no sea aquellas que requieren terminación automática e forzosa, puede requerir que el Empleado sea suspendido, sin pago, pendiente los resultados de una investigación. Si la investigación aclara al Empleado de cualquier violación a la práctica, entonces el Empleado será completamente reinstalado a su trabajo, con pago.

Un Empleado que es terminado por rehusarse a tomar un examen de droga o alcohol o quien es terminado por tener un resultado positivo a un examen de droga o alcohol no será elegible para ser empleado de nuevo por un periodo de seis (6) meses.

7. Aviso

Cualquier Empleado que es arrestado o convicto de cualquier ofensa relacionado a las drogas debe reportar el arresto o la convicción a su Jefe de Departamento, Oficial Elegido o la Dirección de Riesgos dentro de cinco (5) días después de la convicción. Cualquier Empleado que sea arrestado o convicto de conducir en estado de intoxicación tiene que reportar el arresto o convicción a su Jefe de Departamento, Oficial Elegido o a la Dirección de Riesgos dentro de cinco (5) días de la convicción. El faltar en reportar tal ofensa puede resultar en acción disciplinaria de acuerdo con todas las normas de personal del CONDADO y las leyes estatales aplicables.

8. Programas de Tratamiento y Seguro del Empleado

Mientras el CONDADO no auspicia o respalda algún programa específico de tratamiento de drogas, dichos programas son disponibles por medio de facilidades en el sector publico y privado en esta área. Los Empleados afectados son animados a buscar asistencia para ellos mismos y para sus dependientes. El seguro médico ofrecido a los Empleados y a sus dependientes puede proporcionar cobertura limitada para gastos relacionados con programas de tratamiento de drogas. Los Empleados pueden comunicarse con el Departamento de Recursos Humanos o referirse a la descripción del plan para detalles.

El CONDADO no ofrece, ni requiere, la participación en programas de educación y entrenamiento sobre el abuso de drogas y alcohol. Sin embargo, varias facilidades en el sector publico y privado en esta área ofrecen dichos programas y aquellos Empleados afectados o interesados son animados a buscar asistencia.

Certificado de Recibo
De la Práctica Sobre Drogas y Alcohol del Condado de Hidalgo

Yo he leído, comprendo y he recibido una copia de la Práctica Sobre Drogas y Alcohol del Condado de Hidalgo, enmendado 1-29-07, y entiendo que se supone que yo cumpla con esta Práctica.

Nombre: _____

Firma: _____

Numero de Seguro Social: _____

Fecha: _____

(Exhibit F.)

ABSENCE CONTROL POLICY

An employee's combined authorized leave, paid or unpaid, from whatever source (excluding leave authorized by the Family and Medical Leave Act), may not exceed fourteen (14) weeks in any rolling 12 month period ("Maximum Leave"). Absence from work during any period for which the employee's absence is charged against Family and Medical Leave may not be included in the computation of Maximum Leave. (In other words, if any of the employee's absences are associated with leave granted under the Family and Medical Leave Act, such employee's maximum combined authorized leave, paid or unpaid, continuous or intermittent, may not exceed 26 weeks in any rolling 12 – month period.) Any employee who does not return to work after the employee's Maximum Leave has been exhausted (whether such leave if continuous or intermittent), regardless of the reason, will be subject to an Administrative Separation from employment and any accrued annual leave and/or compensatory time (FLSA – covered employees) will be paid to the employee in a lump sum.

This policy does not affect a separation of employment for unauthorized absences nor does this policy override any statutory or constitutional provisions which may affect a law enforcement officer injured in the line of duty or an employee called to military duty by a proper authority. (Adopted April 12, 2005)

DEFINITIONS:

Administrative Separation means dismissal of an employee who does not return to work after the employee's Maximum Leave has been exhausted (whether such leave if continuous or intermittent). If an employee is dismissed because of an Administrative Separation, no cause other than the dates of absence need to be cited and the sole basis of a grievance is the inaccurate computation of Maximum Leave (Adopted April 12, 2005)

(Exhibit G.)

Hidalgo County
IDENTIFICATION BADGE POLICY

I. PURPOSE

Hidalgo County is committed to providing a safe and secure workplace for all employees. As part of this goal, the County is instituting an identification badge system for County employees.

This policy specifically applies to the County Identification Badge which will be issued to all county employees. The Identification Badge Policy serves the dual purpose of readily identifying County employees and other authorized personnel, while providing measured protection against unauthorized personnel and intruders from entering designated secure work areas. The system is effective only if there is active cooperation and compliance by all employees at all times. Any laxity in compliance and enforcement subjects the entire system to failure.

In the best interests of the County and to make identification as easy as possible, one standard will be implemented Countywide. The Human Resources Department will provide Identification Badges for all Departments. Departments that have existing identification badge systems in place will have three months from the date of the implementation of this policy to replace their badges to the official County badge and destroy their previous badges.

This identification will also validate employee identity on the countywide time and attendance system, TAAP, and provide access to county buildings through keyless entry. Implementation of the keyless entry system will begin with the New Administration Building and continuing to other areas as funds become available. This system will eventually replace any existing entry access system and will become the county standard.

A. Elected Officials/Department Heads

Elected Officials/Department Heads shall ensure that this Policy is fully implemented and adapted to the needs of their departments and work locations. Elected Officials/Department Heads shall ensure that the requirements of this policy are enforced for their department. Elected Officials/Department Heads will need to provide a list to the Human Resources Department of permanent full and part time employees who will have keyless access to buildings and designated interior areas.

B. Managers and Supervisors

It shall be the direct responsibility of Managers, Supervisors, and other assigned personnel, that are designated in writing by their Department Head, to enforce the requirements of this policy.

C. All Employees

The County requires appropriate display of employee Identification Badges at all times by all employees on any County work site, with an exception for law enforcement

II. CONTROL AND ISSUANCE OF BADGES

A. Employee Identification Badges

1. Description of Badges: The employee badge consists of a hard plastic card, which on the face reflects the county name, department name, an accurate photograph of the employee, the employee's first and last name, department telephone number, and employee ID number. In a growing effort to provide access control throughout the County, ID Badges will be printed on proximity cards. Each card will have a unique code and will provide access through particular doors and other controlled areas, on an as needed basis. The Human Resources Department will coordinate with the appropriate departments in order to program the proximity cards for entry into designated locations. Note that not all doors will have electronic access. Most internal doors will continue to have regular locks that require keys. Because the card holds permission to gain access to particular doors, the ID Badge must be protected from non-authorized persons.

When a badge is damaged, lost, stolen or misplaced, the employee must immediately report the incident to the department head and to the departmental timekeeper. The department will in turn immediately notify the Human Resources Department through an official form. The County requires that both the employee and department head sign the official form. The proximity card system provides significant advantages over a lost key, as the system can maintain its integrity by deactivating this card in the database, therefore reporting of lost badges is essential.

Identification badges will only be re-issued if the identification badge is damaged, lost, stolen, misplaced, or the appearance of the employee changes to the degree that the photograph is not a recognizable resemblance of the employee. The issuing office must immediately destroy any replaced Identification Badge.

1. Upon initial implementation of this Policy, all incumbent employees will be issued Identification Badges. Following implementation, new employees will be issued badges during enrollment.

2. Identification Badges will be issued by the Human Resources Department.

3. The Human Resources will schedule to have picture taken. Employees will sign an acknowledgment form signifying receipt and acceptance to abide by Identification Badge policy. Human Resources will then issue the employee the identification badge.

4. Badges are the property of the County. On a terminating or retiring employee's last workday, the employee's supervisor shall require the employee to surrender the badge, and the supervisor shall return the badge to the Human Resources Department.

5. An Employee who is on extended leave (30 days or more) will be required to turn in his or her Identification Badge to the supervisor pending return to work.

6. Each Employee must not have more than one County Identification Badge in his or her possession at any one time.

III. REQUIREMENTS AND ENFORCEMENT

A. Employee Identification Badge The County expects all employees to fully comply with all provisions of this policy. Management staff and supervisors must enforce all provisions.

1. Employees must wear their Identification Badge at all times. Employees must prominently display their Identification Badges on the front of the employee between the neck and above the hips; in a configuration, such that the entire face of the badge is clearly visible to any other person. The employee must either clip the Identification Badge to a piece of outer clothing, or wear the Identification Badge around their neck on a chain or necklace. The County strictly prohibits any employee from defacing or altering their Identification Badge with stickers, decals, markings, or by any other means. For safety, employees performing certain jobs, such as maintaining or operating equipment, or any other potentially hazardous activity should either clip the ID badge to their clothing or put the badge in their pocket.

2. Each Employee is responsible for safeguarding his or her own Identification Badge, and must immediately report any lost Identification Badge to their supervisor and the departmental timekeeper.

3. Any employee that does not comply with this policy will be subject to disciplinary action.

IV. IDENTIFICATION BADGE HOLDER RESPONSIBILITIES

- Do not lend your Identification Badge to anyone.
- Do not allow unauthorized individuals into any secure area.
- Ensure that all external access points are properly secured.
- Do not leave badge on dash of vehicle or other locations where exposed to extreme temperatures.
- Do not fold, bend, pry open or mutilate your Identification Badge.
- Do not use your identification badge improperly.
- Do not leave your identification badge unattended.
- Immediately notify your Elected Official/Department Head if your Identification Badge is no longer in your possession.
- Immediately notify your Elected Official/Department Head of any difficulties or problems with any Identification Badge.

assignments that require anonymity. For the purpose of this Policy, employees include permanent full time, permanent part-time and temporary employees.

(Exibit H.)

SICK LEAVE POLICY

APPROVED BY COMMISSIONERS' COURT 9/25/07

'7.136
Hidalgo County provides employees with sick leave to be granted when they are unable to perform their duties for (1) non-job related health illness; injury; pregnancy; childbirth or related medical conditions; or (2) when absent for the purpose of obtaining health-related services not available outside or regular working hours, such as medical, dental or optical appointments. An employee may use sick leave for illnesses, injuries or health appointments of family members when the employee's presence is required. Office and departments may require employees to request sick leave in advance for prearranged doctor's appointments, whenever possible.

For purposes of taking regular sick leave with pay, the following persons are considered family members:

- An individual who resides in the same household as the employee and is the employee's child (including stepchild or foster child legally placed by a State agency), spouse, father, mother, grandfather or grandmother, or grandchild; and

- A minor child of the employee and the employee's father or mother regardless of whether the child, father or mother lives in the same household.

Sick leave accrued prior to September 25, 2007 may be used prospectively for the care of family members as defined above. However, any vacation time, compensatory time or other form of time which may have been used by an employee for the care of a family member, prior to September 25, 2007, may not be converted to sick leave in order to recoup other forms of leave already used.

'7.139
All employees must furnish their Elected Official/Department Head with a written physician's statement indicating the onset and duration of the illness prior to returning to work when the employee has used sick leave for a period of three (3) or more consecutive days. A physician's statement is also required for any physical injury, regardless of length, which prevents the employee from performing his/her assigned duties. Employees who do not submit a physician's statement in a timely manner may not be granted sick leave for that period.

When a pattern of sick leave abuse is suspected, an Elected Official/Department Head may require, on a case-by-case basis, a written doctor's statement for any illness, regardless of duration, as well as for medical and dental appointments. Abuse of sick leave includes any employee's use of sick leave for any purpose other than those set out in these rules.

'7.145 INAPPROPRIATE USE OF SICK LEAVE

In the event that a legitimate need for the use of sick leave cannot be established to the satisfaction of the office or department, any unauthorized leave time taken shall be deducted from another available leave account or the employee's salary should be adjusted for the time taken if no other leave is available. Abuse of sick leave may also result in disciplinary action or termination.

'7.217

A County and or District employee, who retires, resigns or is terminated from County and/or District employment, whether or not such employee is a member of the Sick Leave Pool, may contribute up to eighty (80) hours of such employee's accrued, but unused sick leave. to the Sick Leave Pool. All departing employees shall be informed both verbally and in writing about their right to donate unused sick leave hours to the Sick Leave Pool prior to separation. Departing employees shall be given the necessary paperwork to make a donation to the Sick Leave Pool if they so choose. Donations of sick leave to the Sick Leave Pool are strictly voluntary and are at the sole discretion of the departing employee.

AI-32085 **Budget and Management** **17. A.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Sergio Cruz **Submitted By:** Damaris San Miguel, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Status update on Classification and Compensation pay plan policies and procedures.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Damaris San Miguel (Originator)	Damaris San Miguel	04/25/2012 03:07 PM
Budget & Management	Merlen P. Munoz	04/25/2012 03:35 PM
Purchasing Department	agarcia	04/27/2012 04:30 PM
Form Started By: Damaris San Miguel		Started On: 04/25/2012 02:41 PM
Final Approval Date: 04/27/2012		

AI-32008 **Budget and Management** **17. B.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Sergio Cruz **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: BUDGET & MANAGEMENT

Information

CAPTION

Presentation and discussion on the Budget Status Report for the 1st Quarter of 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/27/2012 03:56 PM
Purchasing Department	agarcia	04/27/2012 04:30 PM
Form Started By: Erika Zamora		Started On: 04/20/2012 04:10 PM
Final Approval Date: 04/27/2012		

AI-31944 **Budget and Management** **17. C.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Auxiliary Court **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Edward Byrne Memorial:
1. Public Hearing on the FY 2012 Edward Byrne Justice Assistance Grant (JAG) Program Application/Strategies/Narrative.
2. Discussion, consideration, review, and approval of the program application/strategies/narrative of the FY 2012 Edward Byrne Justice Assistance Grant.

BACKGROUND

Authorization to apply for the FY 2012 JAG grant refer to AI#31865 CC 4-24-12.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1282-412-00-115-047-X-XXX

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

BUDGETARY IMPACT:

Hidalgo Co. is eligible to receive $66,516.00 Funds will be used to fund Salaries & Fringes for the Auxiliary court (Court Coordinator and Bailiff). Please refer to the attached narratives.

Attachments

Ref AI to apply
att 2
att 3
att 4
application
public hearing

Form Review

Inbox	Reviewed By	Date
Purchasing Department	agarcia	04/25/2012 02:19 PM
Form Started By: Manuel Chapa		Started On: 04/17/2012
Final Approval Date: 04/25/2012		

AI-31865 **Budget and Management 39. 0.**

CC REGULAR

Meeting Date: 04/24/2012

Department Head: Auxiliary Court **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Edward Byrne Memorial:
1. Authorization and approval to apply for the FY 2012 Edward Byrne Memorial - Justice Assistance Grant (JAG) Program with the U.S. Department of Justice.
2. Authorization for County Judge to sign the required documents.

BACKGROUND

Due date to apply: May 14, 2012.
Local allocation $66,516.00
No County cash match required.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 2-1282-412-00-115-047-X-XXX

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

BUDGETARY IMPACT:

Approval to apply for JAG FY 12 Grant.
No budgetary impact.

Grant amount $66,516

Attachments

email
FY2012 Local solicitation
allocation

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	04/12/2012 11:45 AM
Budget & Management	Merlen P. Munoz	04/12/2012 11:54 AM
Perla Lopez	Perla Lopez	04/12/2012 04:34 PM
Purchasing Department	Angela Garcia	04/17/2012 09:18 AM

Form Started By: Manuel Chapa Started On: 04/11/2012

Final Approval Date: 04/17/2012

2012-H1783-TX-DJ
Budget Narrative (Attachment II)

Below is breakdown of the salaries and fringes for the Bailiff and the Court Coordinator.
Due to limited funds from the JAG Grant Program, it was concluded the total JAG funds awarded would be enough to fund 6.59 months of salary and fringes for these two staff members from the Auxiliary Courts starting on October 2012 and ending on April 2013. Hidalgo County will continue to use the JAG Program monies to continue funding the same Bailiff and Court Coordinator positions which were also funded by the JAG FY 05, JAG FY 06, JAG FY 07, JAG FY 08, JAG FY 09, JAG FY 10, JAG FY 11 grants, and will be funded by JAG FY 12 too. The new JAG grant will be utilized after the preceding JAG grant funds have been exhausted. Hidalgo County Commissioners Court has approved interpreter and Longevity pay. Interpreter pay is additional pay paid to certain employees who possess a skill in speaking another language other than English. Since Bailiffs interact with the public, the position requires they speak Spanish considering the high percentage of Spanish speaking people in Hidalgo County. Longevity pay is additional pay paid for every year after five years of Hidalgo County employment.

The following Budget Detail includes budgeted salary and fringe amounts. For simplicity purposes, some of these projected computations have been rounded.

Budget Detail:

Description	Monthly Amounts x the Number of Months 100%	Employee: Bailiff/ Interpreter Total Compensation for 6.59282 Months
JAG-F/T Employee	3,315.48 *6.5928 months	21,858
JAG-Longevity Pay	100.00 *6.5928 months	659
JAG-Interpreter Pay	500.00 *6.5928 months	3,296
JAG-Health Insurance	347.00 *6.5928 months	2,288
JAG-Life Insurance	2.25 *6.5928 months	15
JAG-FICA	299.53 *6.5928 months	1,975
JAG-Retirement	389.59 *6.5928 months	2,569
JAG-Unemployment	19.58 *6.5928 months	129
JAG-Workers Comp.	1.96 *6.5928 months	13
	Total	32,802

2012-H1783-TX-DJ
Budget Narrative (Attachment II) pg. 2

Description	Monthly Amounts x the Number of Months 100%	Employee: Court Coordinator Total Compensation for 6.59282 Months
JAG-F/T Employee	3,977.52 *6.5928 months	26,223
JAG-Longevity Pay	55.00 *6.5928 months	363
JAG-Interpreter Pay	0.00 *6.5928 months	0
JAG-Health Insurance	347.00 *6.5928 months	2,288
JAG-Life Insurance	2.25 *6.5928 months	15
JAG-FICA	308.49 *6.5928 months	2,034
JAG-Retirement	401.24 *6.5928 months	2,645
JAG-Unemployment	20.16 *6.5928 months	133
JAG-Workers Comp.	2.02 *6.5928 months	13
	Total	33,715

The salary computation in the Budget Detail was computed using the annual salary amount for each staff member divided by twelve months and multiplying the monthly amount by 6.59282 months.

The fringes computation in the Budget Detail was computed using the actual rate Hidalgo County uses for each fringe and arriving to the monthly amount of fringes in relation to the employee's monthly salary. The monthly fringe amount was multiplied by 6.59282 months.

Budget Summary:

Personnel	48,081
Fringes Benefits	18,435
Total Project Cost	66,516
Federal Request	66,516

2012-H1783-TX-DJ
Review Narrative (Attachment III)

The JAG FY 12 grant application was hand delivered to the Hidalgo County governing body, on April 24, 2012. Notification to the Hidalgo County residents of the JAG Grant Program was included in the Hidalgo County Agenda for the Hidalgo County Commissioner's Court meeting held on May 1, 2012. The JAG Grant Program was presented in public forum and was also televised on the area's public television channel, KMBH – 60 on May 1, 2012.

2012-H1783-TX-DJ
Abstract (Attachment IV)

Hidalgo County is 1,588 square miles and is located at the south most tip of the state of Texas. Its southern border covers seventy-eight miles of Texas/Mexico border along the Rio Grande River. As per most recent census estimates, Hidalgo County reflects a population of slightly over 774,769.

The Hidalgo County criminal justice system is comprised, at the moment, of eleven (11) district courts, six county courts at law and two auxiliary courts (auxiliary court A and auxiliary court B). The auxiliary courts main purpose is to provide support to the district courts. This support is managed by having the auxiliary courts hear and dispose of the overflow of criminal cases from all of the eleven district courts.

Hidalgo County data reflects the immense support the auxiliary courts have provided to all eleven district courts. This support has translated into having a more manageable criminal caseload for all eleven Hidalgo County District Courts thus improving Hidalgo County's stance in complying with an individuals' right guaranteed in the Sixth Amendment.

Version 7/03

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED	Applicant Identifier
3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

1. TYPE OF SUBMISSION:

Application	Pre-application
☐ Construction	☐ Construction
☑ Non-Construction	☐ Non-Construction

5. APPLICANT INFORMATION

Legal Name: Hidalgo County	Organizational Unit: Department: Judge's Office
Organizational DUNS: 103110834	Division:
Address: Street: 100 E. Cano St. 2nd Floor	Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: First Name: Manuel
City: Edinburg	Middle Name
County: Hidalgo	Last Name Chapa
State: Tx / Zip Code 78539	Suffix:
Country: USA	Email:
6. EMPLOYER IDENTIFICATION NUMBER *(EIN)*: 74-6000717	Phone Number (give area code) 956-292-7025 / Fax Number (give area code) 956-292-7035

8. TYPE OF APPLICATION:

☑ New ☐ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) ☐ ☐

Other (specify)

7. TYPE OF APPLICANT: (See back of form for Application Types)

B

Other (specify)

9. NAME OF FEDERAL AGENCY:
Bureau of Justice Assistance

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:

16-738

TITLE (Name of Program):

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Hidalgo County Auxiliary Court

12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.)*:

Hidalgo County

13. PROPOSED PROJECT

Start Date:	Ending Date:
October 1, 2012	September 30, 2014

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant	b. Project
15	

15. ESTIMATED FUNDING:

a. Federal	$ 66,516.00
b. Applicant	$ .00
c. State	$ .00
d. Local	$ .00
e. Other	$ .00
f. Program Income	$ .00
g. TOTAL	$ 66,516.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. Yes. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON

DATE:

b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372

☑ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes" attach an explanation. ☑ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix / First Name: Ramon	Middle Name
Last Name: Garcia	Suffix
b. Title: Hidalgo County Judge	c. Telephone Number (give area code): 956-318-2600
d. Signature of Authorized Representative	e. Date Signed

Previous Edition Usable
Authorized for Local Reproduction

Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

AI-31944 **Budget and Management 17. C.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Auxiliary Court **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Edward Byrne Memorial:
1. Public Hearing on the FY 2012 Edward Byrne Justice Assistance Grant (JAG) Program Application/Strategies/Narrative.
2. Discussion, consideration, review, and approval of the program application/strategies/narrative of the FY 2012 Edward Byrne Justice Assistance Grant.

BACKGROUND

Authorization to apply for the FY 2012 JAG grant refer to AI#31865 CC 4-24-12.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1282-412-00-115-047-X-XXX

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

BUDGETARY IMPACT:

Hidalgo Co. is eligible to receive $66,516.00 Funds will be used to fund Salaries & Fringes for the Auxiliary court (Court Coordinator and Bailiff). Please refer to the attached narratives.

Attachments

Ref AI to apply

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	04/25/2012 02:18 PM
Form Started By: Manuel Chapa		Started On: 04/17/2012

Final Approval Date: 04/25/2012

AI-32019 **Budget and Management** **17. D. 1.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Yoli Cisneros **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 - El Gato Road:
Approval of 2012 appropriation of funds for Precinct 2 El Gato Road (1200) in the amount of $100,000.00 from Pct.2 Fund Balance.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-051-0-XXX

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

BUDGETARY IMPACT:

Available blance from R&B fund balance $2,506,298.00 as of 4/23/2012

Attachments

REVISED

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/23/2012 02:52 PM
Purchasing Department	agarcia	04/25/2012 02:19 PM
Form Started By: Yolanda Cisneros		Started On: 04/23/2012 01:32 PM
Final Approval Date: 04/25/2012		

DATE: April 23, 2012

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Rd. Maintenance Department

ACCOUNT NUMBER: 2-1200-431-00-122-051-0-XXX

Contact Person: Yoli Cisneros **Ph#** (956) 787-1891 Ext. 2002

2012
Appropriation

AI-32019

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
2-1200-431-00-122-051-0-711	PCT 2 EL GATO RD (W Alamo-Tower) -ROW	$10,000.00
2-1200-431-00-122-051-0-731	PCT 2 EL GATO RD (W Alamo-Tower)-ROADS	$40,000.00
2-1200-431-00-122-051-0-841	PCT 2 EL GATO RD (W Alamo-Tower)-AID TO GOVNT	$50,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 100,000.00

REASON: Funding needed in order to approve MATERIALS for the project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-32072 **Budget and Management** **17. D. 2.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Yoli Cisneros **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2:
Approval of 2012 appropriation of funds for several Precinct 2 (1200) project accounts in the total amount of $1,892,000.00 from Pct. 2 R&B Fund Balance.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-0XX-0-XXX

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

BUDGETARY IMPACT:

Available balance from R&B fund balance $2,506,298.00 as of 4/25/2012.

Attachments

appropriations

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/25/2012 03:35 PM
Purchasing Department	agarcia	04/27/2012 04:30 PM
Form Started By: Yolanda Cisneros		Started On: 04/25/2012 01:56 PM
Final Approval Date: 04/27/2012		

DATE: April 25, 2012

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Rd. Maintenance Department

ACCOUNT NUMBER: 2-1200-431-00-122-06X-0-7X1

Contact Person: Yoli Cisneros **Ph#:** (956) 787-1891 Ext. 2002

2012
Appropriation

AI-32072

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
2-1200-431-00-122-063-0-731	BORDER ROAD (Moore Rd - El Gato Rd) - ROADS	350,000.00
2-1200-431-00-122-064-0-731	EL GATO RD (Cesar Chavez Rd to Alamo Cty LMT) - ROADS	350,000.00
2-1200-431-00-122-065-0-711	MINNESOTA RD (I Rd - Drain Ditch(Maya Dr.))-ROW	12,000.00
2-1200-431-00-122-065-0-731	MINNESOTA RD (I Rd - Drain Ditch(Maya Dr.))-ROADS	350,000.00
2-1200-431-00-122-066-0-731	RANCHO BLANCO RD(Tower Rd-Santa Clara Str) - ROADS	350,000.00
2-1200-431-00-122-067-0-731	RODRIGUEZ ST. (Minnesota Rd to Lopezville Park)-ROAD	250,000.00
	TOTAL BUDGET INCREASE (DECREASE)	1,662,000.00

REASON: FUNDING FOR NEW ROAD PROJECTS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-32059 **Budget and Management** **17. D. 3.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Sergio Cruz **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 3 Drainage Imprv Prj (1200):
Approval of 2012 appropriation of funds from the R&B unreserved fund balance into Pct. 3 Rd Maint & Drainage Imprv Prj (program #'s 005 & 049) in the amount of $434,790.00 to fund salary & operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-123-0XX-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for Rd Maint. & Pct. 3 Drainage Imprv Prj in the amount of $434,790 to fund salaries that were not appropriated during the budget process and various operating expenditures.

Funds available in unreserved f/b as of 4/25/12.

Attachments

Pct 3 Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/25/2012 09:53 AM
Purchasing Department	agarcia	04/27/2012 04:30 PM
Form Started By: Erika Zamora		Started On: 04/25/2012 09:37 AM
Final Approval Date: 04/27/2012		

DATE: May 1, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Pct. 3 Drainage Imprv Prj

ACCOUNT NUMBER: 2-1200-431-00-123-0XX-0-XXX

Contact Person: Erika Zamora Ph#: (956) 292-7025 ext. 5416

2012
Appropriation

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
2-1200-431-00-123-049-0- 113	Pct. 3 Drain Imprv Prj	Reg F/T Employees	229,790.00
	Subtotal		***229,790.00***
2-1200-431-00-123-005-0- 432	Pct. 3 Rd Maint	Equip & Veh R&M Srv	20,000.00
2-1200-431-00-123-005-0- 626	Pct. 3 Rd Maint	Gasoline/Diesel	100,000.00
2-1200-431-00-123-005-0- 672	Pct. 3 Rd Maint	Equip & Veh R&M Supplies	20,000.00
2-1200-431-00-123-005-0- 673	Pct. 3 Rd Maint	R&B R&M Supplies	25,000.00
2-1200-431-00-123-005-0- 731	Pct. 3 Rd Maint	Roads	20,000.00
2-1200-431-00-123-005-0- 890	Pct. 3 Rd Maint	Other	20,000.00
	Subtotal		***205,000.00***
		TOTAL BUDGET INCREASE (DECREASE)	**434,790.00**

REASON: Appropriation of funds for Pct. 3 Drainage Imprv Prj to fund salaries that were not appropriated during the budget process and Pct. 3 Rd Maint to fund various operating expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-32121 **Purchasing Department** **18. B. 1.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to subcontract the services of SAM Engineering & Surveying, Inc. pursuant to Article 14 of Contract #C-08-417-12-09 with L&G Consulting Engineers, Inc. dba L&G Engineering so as to complete the Surveying & ROW Mapping in connection to the FM 493 from US 281 (Military Highway) to Business 83 project, more specifically from US 281 (Military Highway) North 6.65 Miles to Business 83.

BACKGROUND

This contract is still ongoing until completion of project.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1339-431-00-121-053-0-841

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

BUDGETARY IMPACT:

Amount available through PO#617489 in the amount of $78,000.00 as of 4/27/12 for L&G Consulting Engineers, Inc.

Attachments

Subcontract Documentation

letter

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/27/2012 02:38 PM
Budget & Management	Merlen P. Munoz	04/27/2012 02:43 PM
Ivan Cantu	Merlen P. Munoz	04/27/2012 03:57 PM
Auditor's Office	agarcia	04/27/2012 04:30 PM
Form Started By: Vangie Garcia		Started On: 04/27/2012 11:55 AM
Final Approval Date: 04/27/2012		

Evangelina Garcia

From: Joann [joann.gonzalez@co.hidalgo.tx.us]
Sent: Friday, April 27, 2012 10:57 AM
To: 'Evangelina Garcia'
Subject: FW: Sub Advisory Letter
Attachments: JQuintanilla Sub Letter (SAMS) 4-5-2012.pdf

Vangie,

Here is the letter that was provided to me from L&G Engineering. Please call me if you have any questions. Commissioner Quintanilla would like this item on for this coming Tuesday, May 1, 2012. Thanks a million!

Sincerely,

Joann Gonzalez
Administrative Assistant
Hidalgo County Precinct One
1902 Joe Stephens Ave, Ste. 101
Weslaco, Texas 78596
Phone: 956-973-7815
Fax: 956-973-7853
Email: joann.gonzalez@co.hidalgo.tx.us

Please consider the environment before printing this email

This e-mail and its attachments are intended only for the use of the individual or entity who is the intended recipient and may contain information that is privileged, confidential and exempt from disclosure or any type of use under applicable law. If the reader of this e-mail is not the intended recipient, or the employee, agent or representative responsible for delivering the e-mail to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this e-mail is strictly prohibited. If you have received this e-mail in error, please reply immediately to the sender and delete.

From: Marie Bustamante [mailto:mbustamante@lgengineers.com]
Sent: Friday, April 27, 2012 10:49 AM
To: Joann
Subject: Sub Advisory Letter

Joanne,

Please forward the above attachment to your Contract Manager (Vangie Garcia) for her further placement on Commissioner's Court.

Sincerely,

Marie Bustamante
Executive Administrative Assistant

L&G Engineering
Transportation Consultants

2100 W. Expressway 83
Mercedes, Texas 78570
Office (956) 565-9813
Fax (956) 565-9018

www.LGEngineers.com

***NOTICE** - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer.*

From: Marie Bustamante
Sent: Wednesday, April 18, 2012 2:40 PM
To: 'Joann'
Cc: 'Martha'
Subject:

Joanne. Please advise if the attached request has been sent to County to be placed on the County agenda for approval. Thanks.

Sincerely,

Marie Bustamante
Executive Administrative Assistant

L&G Engineering
Transportation Consultants

2100 W. Expressway 83
Mercedes, Texas 78570
Office (956) 565-9813
Fax (956) 565-9018

www.LGEngineers.com

***NOTICE** - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer.*

L&G Engineering
Transportation Consultants

April 5, 2012

The Honorable Joel Quintanilla
Hidalgo County Precinct No. 1
1602 Joe Stephens Avenue
Weslaco, Texas 78596

RE: Subcontracting Notice for FM 493
Limits: from US 281 (Military Highway) North 6.65 Miles to Business 83
Contract No. C-08-417-12-09

Dear Commissioner Quintanilla:

As per Article 14, Contract No. C-08-417-12-09 (see attached), we would like to inform you of the subcontractor that we will be using to complete the Surveying & ROW Mapping for the above reference project and limits.

Attached you will also find, the agenda verbiage needed for your further coordination with the Hidalgo County Commissioner's Court for approval.

Subcontractor:

Surveying & ROW Mapping Services:
Mr. Sam Maldonado
SAM Engineering & Surveying, Inc.
2606 Woods Drive South
Edinburg, Texas 78542
(956) 702-8880

Should you have any questions, please feel free to give me a call at 956-565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/Project Manager

cc: Hidalgo County Auditor's Office

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

Pursuant to Article 14 of the current agreement C-08-417-12-09 & Work Authorization No. 1 for the FM 493 South project from US 281 (Military Highway) North 6.65 Miles to Business 83 in Precinct #1, L & G Engineering is requesting acceptance and approval to engage services by Sub-Contractor as set forth below;

a. SAM Engineering & Surveying, Inc. - Surveying & ROW Mapping Services

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-08-417-12-09

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **L & G Consulting Engineers, Inc.** d/b/a **L & G Engineering,** professional engineers of **Edinburg, Texas**, hereinafter called the "**Engineer**".

WITNESSETH:

Whereas, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for "**FM 493 from US 281 (Military Highway) to Business 83**" **(for preparation of Schematics, Environmental Assessments, Public Involvement, ROW Mapping, Surveying, Outfall Identification** and **Hydrologic Map, Roadway Design, ROW Acquisition Services** and **Construction Inspection** and **Construction Material Testing)** project for **Hidalgo County Precinct Number 1** hereinafter referred to as the ("Project").

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutuallyagree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development and fulfillment of this Agreement as identified in **EXHIBIT "B"- *Services to be Provided by the Engineer,*** attached hereto and made a part of this Agreement.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under thisAgreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Sub-contracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

L&G Engineering
Transportation Consultants

May 1, 2012

Ms. Marty Salazar
Hidalgo County Purchasing
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: FM 493 South, Work Authorization No. 2
Subcontractor: SAM Engineering and Surveying, Inc.

Dear Ms. Salazar,

We are aware of the concerns recently expressed by the Auditor's office concerning the explanation of payment for the use of SAM Engineering and Surveying, Inc. to complete the Design Surveys and the ROW Mapping task for the FM 493 South project (US 281 Military Highway to Business 83). Below we are providing an explanation of how we will be paying said subcontractor for said services:

- As per Work Authorization No. 2**, FC 13010 – Right of Way Mapping / Sub**, we have charged 65% to date. We will use the remaining 35% to pay SAM Engineering for the needed services to complete this task.

- As per Work Authorization No. 2, **FC 15010 – Design Surveys/Sub**, we have charged 95% to date. We will use the remaining 5% to pay SAM Engineering for the needed services to complete this task.

L&G Engineering has terminated the Contract/Work Authorization with J.E. Saenz & Associates, Inc. (see letter attached). L&G Engineering is requesting approval from the County, so that we may proceed in contracting with SAM Engineering and Surveying, Inc. for the completion of the unfinished tasks described above.

Should you have any questions, please feel free to give me a call at 956-565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/President

Attachments

cc: The Honorable, Joel Quintanilla, Hidalgo County Commissioner Precinct No. 1

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

L&G Engineering
Transportation Consultants

April 11, 2012

Jose "Eddie" Saenz, P.E.
J.E. Saenz & Associates, Inc.
211 E. Wisconsin Road
Edinburg, Texas 78539

Re: FM 493 South – Contract and Work Authorization No. 2
(Limits: US 281 (Military Highway) North 6.65 Miles to Business 83)

Dear Mr. Saenz:

As discussed and effective immediately, the above referenced Contract and Work Authorization No. 2 between J.E. Saenz & Associates and L&G Engineering *(attached)* for the FM 493 South project is hereby terminated. You have completed and invoiced 65% of the Right-of-Way Map which has been submitted to and accepted by L&G Engineering.

We will no longer be utilizing your services to complete the map.

Should you have any questions regarding this matter, please do not hesitate to call us.

Sincerely,

Jacinto Garza, P.E.
CEO/Project Manager

cc: The Honorable Joel Quintanilla, Hidalgo County Commissioner, Pct. #1

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

AI-32086 **Purchasing Department** **18. C. 1.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting recission of action taken by Commissioners' Court on 04/10/2012 (AI-31748) in as much as a new quote was requested and units will have more options for a lessor amount;

b. 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 $84,909.94 which includes a $600.00 HGAC administration fee and delivery for (Project #2012-102-OGG).

BACKGROUND

As requested by Chief Deputy Constable Felix Ramos, Pct. #5; as per attached request form.

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:

Funds were appropriated for proposed purchase under AI-31625 in the amount of $87,777.27.

Req. #213690 for Caldwell Country Chevrolet needs to be corrected by user dept and/or Purchasing Dept. to reflect correct purchase price of $84,909.94, pending CC approval

Attachments

12-102

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/26/2012 01:07 PM
Budget & Management	Merlen P. Munoz	04/26/2012 01:51 PM
Ivan Cantu	Ivan Cantu	04/27/2012 11:03 AM

Auditor's Office	agarcia	04/27/2012 04:30 PM
Form Started By: Oscar Garza		Started On: 04/25/2012 02:48 PM
Final Approval Date: 04/27/2012		

Hidalgo County Purchasing Department
Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date: 04/25/12	
Department: CONSTABLE PCT. #5	
Name of Approving Elected Official/Department Head/Supervisor: CONSTABLE FELIX RAMOS	
Point of Contact: Roxanne Elizondo	Contact Phone Number: (956)262-4200 Contact Fax Number: (956)262-4276
Contact E-Mail roxanne.elizondo@co.hidalgo.tx.us	
Budget Account Number: 2-1302-421-00-295-006-0-741 (As approved by CC on 3/27/12	
Signature of Approving Elected Official/~~Department Head/Supervisor~~: SIGN HERE	
Estimated Date Goods/Services are required:	

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required.

Requesting to Rescind action taken by CC on4/10/12 and to request authorization and approval to purchase same with different options with a lesser price in the amount of $84,909.88.

Availability of Funds in the amount of $87,777.27 as appropriated on 3/27/2012.

FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department

Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	

Special Instructions by Procurement Manager:

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
FULL PATROL PACKAGE - CWPKG2	10460		
PANNIN CAMERA WITH KENWOOD PANNIN	6775		
SETINA PB400 PUSH BUMPER	425.9		
LED MODULES KSTPART**	393.04		
DUAL BATTERY 6A6	155		
LH SPOTLIGHT 7X6	460		
LOCKING REAR AXLE DIFFERENTIAL G80	295	Subtotal From Additional Sheet(s):	
		Subtotal B:	18963.94

RECEIVED
By Oscar Garza at 4:22 pm, Apr 23, 2012

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
DELETE TRUNK VAULT	-1780		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	-1780

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:** -4%

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) 42154.94

Quantity Ordered:	2	X Subtotal of A + B + C + D:	42154.94	=	Subtotal E:	84309.88

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):	84909.88

HGAC PRICING

CALDWELL CHEVROLET

CONTRACT #VE11-11

A17	Caldwell Chevrolet	Police SUV	CC10706	Chevrolet Tahoe PPV, 4-door PPV, Rear wheel drive, 2WD, 5.3L V8, 6-speed auto trans, Complete with all manufacturer's standard equipment	$23,976.00

	20	GO INDUSTRIES	46733	ONE PIECE SOLID WELDED RANCHER GRILLE GUARD	$	490.00
	20	GO INDUSTRIES	77733	CHROME TUBULAR 1PIECE GRILLE GUARD	$	478.00
	20	GO INDUSTRIES	77733B	BLACK TUBULAR 1 PIECE GRILLE GUARD	$	397.00
	31	GO INDUSTRIES	59733W	FULL BUMPER REPLACEMENT BLACK POWDER COAT W/ WINCH CARRIER	$	1,275.00
	31	GO INDUSTRIES	59733NC	FULL BUMPER REPLACEMENT BLACK POWDER COAT	$	1,275.00
	74	FLEET SAFETY	HPD2	HOUSTON POLICE DEPARTMENT PACKAGE 10422	$	5,930.00
	53	UPFIT-TRANS	DELIVERY	DELIVERY CHARGE PER MILE TO UPFITTER	$	2.85
	57	MANUALS	SHOP	SERVICE & PARTS MANUALS	$	725.00
A17	66	KERR	W001	TOTAL REPAINT SPECIAL FORMULATION	$	2,925.00
	66	KERR	W002	TOTAL REPAINT BOTTOM & TOP	$	2,450.00
	66	KERR	W003	REPAINT FRONT DOORS & ROOF	$	1,495.00
	66	KERR	W006	REPAINT HOOD, TRUNK, & ROOF	$	1,875.00
	66	KERR	W008	REPAINT FOUR DOORS, ROOF & TRUNK	$	1,875.00
	66	KERR	W009	REPAINT FOUR DOORS & TRUNK	$	1,495.00
	66	KERR	W012	REPAINT FOUR DOORS & ROOF	$	1,495.00
	65	ON SITE	BASE	ON SITE GRAPHICS-BASE WRAP	$	675.00
	65	ON SITE	REFL	ON SITE GRAPHICS-REFLECTIVE WRAP	$	775.00
	65	ON SITE	GHOST	ON SITE GRAPHICS-GHOST WRAP	$	875.00
	13	LOCKHEED MARTIN	GYROCAM 15DS	GYROCAM 15DS SENSOR, 4 AXIS STABILIZED MULTI SENSOR, THERMAL IMAGER	$	360,000.00
	13	LOCKHEED MARTIN	GYROCAM 9L	GYROCAM9L SENSOR, 2 AXIS STABILIZED MULTI SENSOR, THERMAL IMAGER	$	146,505.00
	5	KERR	KCP100	100 amp front power management system with 5 ignition and 6 battery connections and 12 ground	$	219.92
	5	KERR	KPDIST	100 amp front and rear power management systems includes 2 fuse panels, circuit breakers and colour coded, labeled wiring	$	377.45
	5	KERR	KPDISTTX	101 amp front and rear power management systems includes 2 fuse panels, circuit breakers and colour coded, labeled wiring and separate power harness from battery with 150 amp circuit protection for power inverter	$	711.76
	15	KERR	KWIRE-LED	Basic LED wiring with terminated ends for mirror, B pillar and rear deck or cargo area and left blunt cut in trunk or rear cargo area	$	226.44
	5	KERR	KWIRE-EXT	Extension of 6J7, 6J3 and 6J4 to the rear trunk or cargo area NOTE: must order SEO 6J7, 6J3 and 6J4 or SEO equivalent	$	182.38
	5	KERR	K72IP	Dash panel pass through grommet	$	20.64
	5	KERR	KBATP	Automatic battery protection detects when battery voltage is below 11.9V and cuts power to the vehicle, comes with reset button and manual override	$	205.05
	5	KERR	KZBM	Equipment/battery minder allows time out from 15 minutes to 4 hours	$	288.47
	15	KERR	KT6F5	10 wire roof wiring harness with OE roof grommet	$	201.48
	15	KERR	K6J7RF	Separate front from rear flasher on SEO 6J7 (must order SEO 6J7 or SEO equivalent)	$	124.91
	67	KERR	KATS	Vehicle anti-theft system allows you to remove key while engine is running	$	370.84
	67	KERR	KBAG	Passenger disable air bag switch convenient for items such as laptops which impede air bag zone	$	291.94
	67	KERR	KBAGSID	Side curtain air bag disable switch allows for installation of prisoner partition utilizing fixed hard wing panels	$	399.17

	67	KERR	KMAU	permits the interior handle to open the door in the locked position	$	209.64
	67	KERR	KEMGLOC	permits unlocking of rear passenger doors in the event of electrical failure allowing access to the rear occupants	$	144.65
	67	KERR	KHOUR1	Hour meter - counts when engine running hours for scheduled maintenance and management	$	221.21
	67	KERR	KHOUR2	Hour meter - counts only engine idle hours for fuel management	$	332.43
	67	KERR	KEY1	One extra key, cut and programmed	$	37.35
	67	KERR	KEY2	Two extra keys, cut and programmed	$	64.95
	67	KERR	KEY3	Three extra keys, cut and programmed	$	90.59
	67	KERR	KEY4	Four extra keys, cut and programmed	$	118.42
	67	KERR	KEY5	Five extra keys, cut and programmed	$	127.48
	67	KERR	KEY6	Six extra keys, cut and programmed	$	143.77
	68	KERR	KCPLT	Console mounting platform (floor plate and leg kit)	$	246.15
	68	KERR	KON-ARM	Armrest	$	127.44
	68	KERR	KON-CUP	Dual cup holder	$	58.25
	68	KERR	KON-PWR	3-outlet power plug (12 volt) mounted in console	$	110.96
	68	KERR	K12VA	3-outlet power plug (12 volt) mounted outside the console	$	133.32
	68	KERR	KTIC	Ticket book holder for console	$	96.06
	68	KERR	KCD07	Console	$	625.00
	68	KERR	KDUC	Under dash console	$	600.76
	68	KERR	KMAP12	12" gooseneck map light - LED (*must specify length*)	$	166.00
	10	KERR	KCPUT	Stand alone universal computer mount	$	622.49
	10	KERR	KON-LAP	Computer mount universal mounting (*KON** must also be ordered*)	$	543.88
	68	KERR	KON-LPWR	Laptop power supply (inverter)	$	177.58
	67	KERR	K012-06	Auxiliary equipment tray, 6 inch drop	$	240.72
	67	KERR	K017-07	Slide out tray with 7" drop	$	307.33
	67	KERR	KTGRND	Auxiliary equipment ground stud ensures proper ground of equipment mounted to tray	$	34.47
	67	KERR	KSTR	Relocate Impala full size spare tire in trunk	$	95.63
	67	KERR	K0110T	Spare tire well cover providing a flat load floor and can hold up to 200 lbs	$	149.80
	67	KERR	KTON-OFF	On/off switch on trunk light circuit located inside trunk compartment	$	86.81
	67	KERR	KTMAT	Heavy duty trunk mat	$	105.86
	67	KERR	KPIA	PIAA headlamp bulbs - super bright white light suitable for remote locations where higher visibility is required	$	154.20
	6	KERR	KSPEAK	100 watt siren speaker *(must order option 6J3 or KT6J3)*	$	289.70
	6	KERR	K010	Illumination for low or no light areas in the event visual inspection under the hood is required	$	84.76
	4	KERR	KCRNS	Corner strobes with weather pack connectors mounted in head and tail lamps with a power pack (110 watts)	$	722.63
	4	KERR	KCRNSP	Corner strobes with weather pack connectors mounted in head and tail lamps without power pack	$	466.55
	4	KERR	KCRN-LED**	LED corner modules mounted in head and tail lamps available in red, white, blue, amber	$	963.35
	4	KERR	KGRIL-LED**	Front grille LED modules in any combination of red, amber, blue *(must order option 6J3 or KT6J3)*	$	318.22

	4	KERR	KMMLED-**	Outside mirror LED modules in any combination of red, amber, blue	$	397.47
	4	KERR	KNVL55	Night vision dome light with red LED and white incandescent mounted between the driver and passenger	$	96.47
	4	KERR	KNVL55-LED	Night vision dome light with red and white LED mounted between the driver and passenger	$	134.87
	4	KERR	KSTPART**	LED modules mounted to B pillar in any combination of red, amber, blue and is side curtain air bag compatible	$	393.04
	6	KERR	KDCKLED-**	Two single rear deck or cargo area LED modules in any combination of red, amber, blue	$	342.39
	6	KERR	KDECK91-**	One low profile rear deck 4 module LED stick mounted on rear parcel shelf or upper portion of rear cargo in any combination red, amber, blue	$	532.64
	4	KERR	KLIDLED-**	Trunk lid LED modules in any combination red, amber, blue *(not available with SEO T53)*	$	389.27
	6	KERR	KT53S	T53 trunk lid warning lamp on/off switch	$	100.04
	67	KERR	KT53L1	Change color of one lens (*specify lens colour and position*)	$	22.05
	67	KERR	KT53L2	Change color of two lens (*specify lens colour and position*)	$	22.04
	6	KERR	KUNDER	Undercover lighting to include front and rear corner strobes, front grille LEDs and siren speaker with a concealed siren/light controller (*must order SEO 6J7, 6J3 and 6J4 or KT6J7, KT6J3 and KT6J4*)	$	2,142.28
	70	KERR	KHORS	Horizontal shot gun rack mounted on upper portion of partition with ABS panels to protect the headliner *(not compatible with side curtain air bags, must order KBAGSID)*	$	538.74
	70	KERR	KVETS	Single vertical shot gun rack mounted between driver and passenger bucket seats on partition with or without recess panel	$	495.23
	70	KERR	KVETD	Dual vertical shot gun rack mounted between driver and passenger bucket seats on partition with or without recess panel *(recommended with a recess panel within the partition)*	$	702.04
	70	KERR	KWBAR-*	Rear window barriers available in Lexan or metal	$	444.80
	70	KERR	KDOOR	Rear door panel covers	$	258.19
	70	KERR	KPCS	Partition - center sliding window with or without air bag compatible filler panels	$	789.47
	70	KERR	KPHEX	Partition - half vinyl coated expanded metal with or without air bag compatible filler panels	$	826.12
	70	KERR	KPHS	Partition - half sliding window with or without air bag compatible filler panels	$	826.12
	70	KERR	KRCSP	Recessed panel for partition	$	207.38
	70	KERR	KPLP	Lower kick panel. (closes off area under front seat, included with SUV partition)	$	114.93
	70	KERR	KPAN	Plastic floor pan	$	360.11
	70	KERR	KPRIS	Plastic rear prisoner seat	$	547.61
	69	KERR	KCANU	K9 unit	$	4,501.65
	69	KERR	KCANDOR	Canine accessories - door popper system	$	2,948.11
	69	KERR	KCANCOL	Canine accessories - cooling fan system with monitor and alarm	$	913.96
	69	KERR	KCANWATD	Canine accessories - non-spill water dish	$	155.76
	29	KERR	KPUNBT	Universal push bumper mounting bracket	$	256.33
	29	KERR	KPUSH-SET	Setina PB400 push bumper	$	425.90
	29	KERR	KBMPR	Wrap around push bumper (includes bumper & wrap)	$	826.04
	71	KERR	KSKID	Skid plate with access for oil filter and drain plug	$	266.67
	1	Whelen Justice	SX8rrbb	Standard 4 head lightbar	$	1,085.00
	2	Whelen 9M	9M288	8 Strobe Lightbar	$	1,756.00

	3	Whelen Justice	SX8RBB	8 LED lightbar	$	1,411.00
	3	Whelen	Liberty	Liberty DUO lightbar Package includes lightbar, cencom control head, siren speaker & bracket	$	3,349.00
	4	Whelen	LinZ6	Whelen Led's for Mirror Lights	$	456.00
	4	Whelen	MBPS07RB	Mirror LED Kit for Tahoe	$	599.00
	4	Whelen	Lin3	1 Grill Light red or blue	$	121.00
	4	Whelen	Vertex	1 Hidden Corner LED	$	248.00
	5	Whelen	PSSLED	Power Supply for Led's	$	192.00
	6	Way Tech	PSSLS	Lighted Switch	$	39.00
	7	Whelen	EPSL1	Siren	$	402.00
	7	Whelen	295	Siren w Buttons	$	644.00
	8	Whelen	SA315P	Siren Speaker and bracket	$	308.00
	9	ProGard	P57	Prisoner Transport Screen for SUV or truck	$	798.00
	10	RAM	RAM-VB-159-SW1	Mobile Data Stand	$	330.00
	11	3M	PSSGP2	Reflective Stripes for Tahoe	$	743.00
	12	Kustom Signals Raptor	832	Dual Head Radar	$	1,865.00
	13	Martel	MDE3	Martel Camera Video System	$	3,680.00
	13	L3	Flashback Light	L3 Camera Video System	$	4,780.00
	13	Watchguard	DV1	Watchguard Camera Video System	$	6,380.00
	13	Safety Vision	Patrol Recorder 4c	Basic Safety Vision Camera Video	$	4,015.00
	14	PC Telcom	PSSA	Radio Antenna & Coax	$	182.00
	15	PSS	PSSLBH	Lightbar Wiring Harness	$	99.00
	16	Whelen	P46SLC	Spotlight Replacement Bulb	$	198.00
	20	Big Country	BIG-500165	Brushguard for Tahoe	$	715.00
	29	Go Industries	38733	Pushbumper for Tahoe	$	440.00
	29	Go Rhino	3160B	Pushbumper for Tahoe	$	440.00
	33	Motorola	CDM1250	Basic Analogue VHF Radio	$	880.00
	33	Motorola	XTL2500	VHF Radio	$	3,190.00
	33	Motorola	XTL1500	VHF Radio	$	2,402.00
	69	Ray Allen	EZ1T	Basic K9 Insert Tahoe	$	2,310.00
	69	Ray Allen	Fseries	K9 full package Tahoe (heat Alert System)	$	1,925.00
	69	Havis Shields	KK-K9C20-K	BASIC K9 INSERT SYSTEM Tahoe	$	2,880.00
	69	Havis Shields	kk-k9ha-2510&DP300H	Complete Heat Alarm System for K9 Tahoe	$	2,299.00
	72	GMPP	MAJOR GUARD	4 YEARS/72,000 MILES @ $0 DEDUCTIBLE	$	3,195.00
	29	GO INDUSTRIES	38733	PUSH BUMPER (WELDED UNIT)	$	375.00
	20	GO INDUSTRIES	46733	ONE PIECE SOLID WELDED RANCHER GRILLE GUARD	$	490.00
	20	GO INDUSTRIES	77733	CHROME TUBULAR 1PIECE GRILLE GUARD	$	475.00
	20	GO INDUSTRIES	77733B	BLACK TUBULAR 1 PIECE GRILLE GUARD	$	397.00
	31	GO INDUSTRIES	59733W	FULL BUMPER REPLACEMENT BLACK POWDER COAT W/ WINCH CARRIER	$	1,275.00
	31	GO INDUSTRIES	59733NC	FULL BUMPER REPLACEMENT BLACK POWDER COAT	$	1,275.00
	47	GO INDUSTRIES	38533	REAR WINDOW GUARDS - SET OF 2	$	199.00

	53	UPFIT-TRANS	DELIVERY	DELIVERY CHARGE PER MILE TO UPFITTER	$	2.85
	57	MANUALS	SHOP	SERVICE & PARTS MANUALS	$	725.00
	74	FLEET SAFETY	CWPKG1	BASIC PATROL PACKAGE-FREEDOM BAR	$	8,453.00
	74	FLEET SAFETY	CWPKG2	FULL PATROL PACKAGE-"LIBERTY"	$	10,460.00
	74	FLEET SAFETY	CWPKG3	SLICK TOP PACKAGE	$	5,212.00
	74	FLEET SAFETY	CWPKG4	SMALL BASIC PACKAGE	$	6,162.00
	3	FLEET SAFETY	TXSPLIBERTY	TEXAS SPECIAL LIBERTY PACKAGE	$	27,775.00
	3	FLEET SAFETY	NEW9M	NEW 9M HOUST-3 NEW HOUSTON DVD BAR	$	2,675.00
	10	FLEET SAFETY	PANASONIC	CF31 PANASONIC CPU WITH DOCK	$	6,675.00
	10	FLEET SAFETY	DELL	DELL XFR CPU WITH DOCK	$	6,275.00
	13	FLEET SAFETY	PANNIN	PANNIN CAMERA WITH KENWOOD	$	6,775.00
	13	FLEET SAFETY	WATCHGUARD	WATCHGUARD CAMERA	$	6,775.00
	12	FLEET SAFETY	DECATUR	DECATUR RADAR	$	2,675.00
	74	FLEET SAFETY	HPD1	HOUSTON POLICE DEPARTMENT PACKAGE 9382	$	11,912.00
	74	FLEET SAFETY	HPD2	HOUSTON POLICE DEPARTMENT PACKAGE 10422	$	5,930.00
	74	KERR	HC1	HARRIS COUNTY POLICE PATROL PACKAGE	$	5,968.00
	74	MAJ	MAVUNMK	MAVERICK COUNTY UNMARKED POLICE PACKAGE	$	7,557.00
	74	MAJ	MAVMK	MAVERICK COUNTY MARKED POLICE PACKAGE	$	16,886.00
	74	FLEET SAFETY	HIDAL	HIDALGO POLICE PACKAGE	$	14,880.00
	74	SIDDONS	CSPD	COLLEGE STATION POLICE DEPARTMENT PACKAGE	$	14,832.00
	3	FEDERAL SIGNAL	VALR51-10743	VALOR 51" MULTI COLOR LED V-SHAPED LIGHTBAR NEEDS SIREN TO OPERATE	$	2,775.00
	3	FEDERAL SIGNAL	LGD53-94508	LEGEND 53" LED LIGHTBAR	$	1,775.00
	3	FEDERAL SIGNAL	LPX53-HGAC	LPX 53" LED LIGHTBAR	$	1,375.00
	7	FEDERAL SIGNAL	SS2000SM-SD	STANDARD SMART SIREN (INCLUDES RMK AND MNCT-SB)	$	650.00
	7	FEDERAL SIGNAL	SSP3000	SMARTSIREN PLATINUM	$	1,125.00
	8	FEDERAL SIGNAL	ES100	100 WATT SPEAKER APPROPRIATE BRACKET NEEDS TO BE ORDERED SEPERATELY BUT IS INCLUDED IN PRICE (SPEAKER SUBJECT TO SURCHARGE)	$	225.00
	7	FEDERAL SIGNAL	RUMBLER-3	AUDIBLE INTERSECTION CLEARING SIREN (MUST BE USED WITH A SIREN) BRACKET MUST BE ORDERED SEPARATE AND IS INCLUDED IN PRICE WHERE APPLICABLE	$	475.00
	7	FEDERAL SIGNAL	640000	100 WATT SIREN WITH SWITCHES BUILT-IN	$	375.00
	4	FEDERAL SIGNAL	VPX800-3	VIPER EXT LED PERIMETER LIGHT BLUE	$	180.00
	4	FEDERAL SIGNAL	VPX800-4	VIPER EXT LED PERIMETER LIGHT RED (8 DIODES)	$	180.00
	4	FEDERAL SIGNAL	IPX300-3	IMPAXX LED PERIMETER LIGHT (3 DIODES) BLUE	$	140.00
	4	FEDERAL SIGNAL	IPX300-4	IMPAXX LED PERIMETER LIGHT (3 DIODES) RED	$	140.00
	4	FEDERAL SIGNAL	IPX600-3	IMPAXX LED PERIMETER LIGHT (6 DIODES)BLUE	$	170.00
	4	FEDERAL SIGNAL	IPX600-4	IMPAXX LED PERIMETER LIGHT (6 DIODES)RED	$	170.00
	4	FEDERAL SIGNAL	IPX620-BR	IMPAXX LED PERIMTER LIGHT (6 DIODES) BLUE/RED	$	170.00
	4	FEDERAL SIGNAL	MPS600-RR	MICROPULSE LED SURFACE MOUNT (6 DIODES) RED	$	160.00
	4	FEDERAL SIGNAL	MPS600-BB	MICROPULSE LED SURFACE MOUNT (6 DIODES) BLUE	$	160.00
	4	FEDERAL SIGNAL	MPS600-RB	MICROPULSE LED SURFACE MOUNT (6 DIODES) RED/BLUE	$	160.00
	4	FEDERAL SIGNAL	MPS650-RR	MICROPULSE LED HOOD/GRILL MOUNT RED	$	160.00

	4	FEDERAL SIGNAL	MPS650-BB	MICROPULSE LED HOOD/GRILL MOUNT BLUE	$ 160.00
	4	FEDERAL SIGNAL	MPS650-RB	MICROPULSE LED HOOD/GRILL MOUNT RED/BLUE	$ 160.00
	4	FEDERAL SIGNAL	IPX-LPF1	IMPAXX ONLY LICENSE TAG MOUNT	$ 75.00
	4	FEDERAL SIGNAL	IPX-PBL1	IMPAXX/VIPER EXT UNIVERSAL L BRACKET	$ 45.00
	4	FEDERAL SIGNAL	IPX-PB45V	IMPAXX/VIPER 45-DEGREE PUSH BUMPER MOUNT	$ 45.00
	4	FEDERAL SIGNAL	416200-55	IN-LINE CORNER LED SYSTEM	$ 225.00
A18	72	GMPP	MAJOR GUARD	4 YEARS/72,000 MILES @ $0 DEDUCTIBLE	$ 1,195.00
	20	GO INDUSTRIES	77535	CHROME TUBULAR 1PIECE GRILLE GUARD	$ 470.00
	20	GO INDUSTRIES	77535B	BLACK TUBULAR 1 PIECE GRILLE GUARD	$ 373.00
	53	UPFIT-TRANS	DELIVERY	DELIVERY CHARGE PER MILE TO UPFITTER	$ 2.85
	57	MANUALS	SHOP	SERVICE & PARTS MANUALS	$ 725.00
A19	72	GMPP	MAJOR GUARD	4 YEARS/72,000 MILES @ $0 DEDUCTIBLE	$ 1,195.00
	20	GO INDUSTRIES	77535	CHROME TUBULAR 1PIECE GRILLE GUARD	$ 470.00
	20	GO INDUSTRIES	77535B	BLACK TUBULAR 1 PIECE GRILLE GUARD	$ 373.00
	53	UPFIT-TRANS	DELIVERY	DELIVERY CHARGE PER MILE TO UPFITTER	$ 2.85
	57	MANUALS	SHOP	SERVICE & PARTS MANUALS	$ 725.00
A20	72	GMPP	MAJOR GUARD	4 YEARS/72,000 MILES @ $0 DEDUCTIBLE	$ 1,195.00
	20	GO INDUSTRIES	77535	CHROME TUBULAR 1PIECE GRILLE GUARD	$ 470.00
	20	GO INDUSTRIES	77535B	BLACK TUBULAR 1 PIECE GRILLE GUARD	$ 373.00
	53	UPFIT-TRANS	DELIVERY	DELIVERY CHARGE PER MILE TO UPFITTER	$ 2.85
	57	MANUALS	SHOP	SERVICE & PARTS MANUALS	$ 725.00
A21	72	GMPP	MAJOR GUARD	4 YEARS/72,000 MILES @ $0 DEDUCTIBLE	$ 1,195.00
	20	GO INDUSTRIES	77535	CHROME TUBULAR 1PIECE GRILLE GUARD	$ 470.00
	20	GO INDUSTRIES	77535B	BLACK TUBULAR 1 PIECE GRILLE GUARD	$ 373.00
	53	UPFIT-TRANS	DELIVERY	DELIVERY CHARGE PER MILE TO UPFITTER	$ 2.85
	57	MANUALS	SHOP	SERVICE & PARTS MANUALS	$ 725.00
A22	52	ADRIAN BY GENERAL BODY	4316	BASE COMMERCIAL SHELVING PACKAGE FOR FULL SIZE VANS	$ 2,049.00
	52	ADRIAN BY GENERAL BODY	4317	GENERAL SERVICES SHELVING PACKAGE	$ 2,612.00
	52	ADRIAN BY GENERAL BODY	4318	PLUMBING HEATING A/C SHELVING PACKAGE	$ 3,573.00
	52	ADRIAN BY GENERAL BODY	4319	ELECTRICAL, GAS SHELVING PACKAGE	$ 3,173.00
	52	ADRIAN BY GENERAL BODY	4320	COMMERCIAL SHEVLING PACKAGE FOR GM EXPRESS ACCESS VAN	$ 2,253.00
	52	ADRIAN BY GENERAL BODY	4321	PLUMBING HEATING A/C SHELVING PACKAGE FOR GM EXPRESS ACCESS VAN	$ 4,108.00
	52	ADRIAN BY GENERAL BODY	2BRS/1BRS	3 BAR FIXED ROOF TOP LADDER RACK	$ 515.00
	52	ADRIAN BY GENERAL BODY	LR6300	LOADSRITE DOUBLE LADDER, DROP DOWN LADDER RACK	$ 1,963.00
	72	GMPP	MAJOR GUARD	4 YEARS/72,000 MILES @ $0 DEDUCTIBLE	$ 1,195.00

2012 Chevrolet Tahoe

2012 MODEL YEAR VEHICLE PRICE SCHEDULE
EFFECTIVE WITH START OF 2012 MODEL YEAR PRODUCTION

Base Model Prices

Model	Model Description	List Price	Factory D/H(b)	MSRP(c)
CC10706	2WD Tahoe w/1LS or 1FL	$38,450.00	$0.00	$38,450.00
CK10706	4WD Tahoe w/1LS or 1FL	$42,510.00	$0.00	$42,510.00
CC10706	2WD Tahoe LT	$43,600.00	$0.00	$43,600.00
CK10706	4WD Tahoe LT	$46,450.00	$0.00	$46,450.00
CC10706	2WD Tahoe Hybrid	$51,665.00	$0.00	$51,665.00
CC10706	2WD Tahoe LTZ	$52,665.00	$0.00	$52,665.00
CK10706	4WD Tahoe Hybrid	$54,470.00	$0.00	$54,470.00
CK10706	4WD Tahoe LTZ	$55,770.00	$0.00	$55,770.00

Option Packages

Option Code	Description	List Price	Factory D/H(b)	MSRP(c)
1FL	Fleet / Commercial Package 2WD w/o PPV	($1,245.00)	$0.00	($1,245.00)
1FL	Fleet / Commercial Package 4WD w/o 5W4	($1,295.00)	$0.00	($1,295.00)
1FL	Fleet / Police Vehicle 2WD w/PPV	($4,730.00)	$0.00	($4,730.00)
	Fleet / Special Service Vehicle 4WD w/5W4	($5,710.00)	$0.00	($5,710.00)
K5L	Heavy Duty Trailering Package w/ NQH on 4WD	$330.00	$0.00	$330.00
	Heavy Duty Trailering Package on 2WD	$230.00	$0.00	$230.00
PCJ	Sun, Entertainment & Destinations Package w/ 1LT	$4,935.00	$0.00	$4,935.00
	Sun & Entertainment Package w/ 1LZ	$2,435.00	$0.00	$2,435.00
	Sun & Entertainment Package w/ 1HY	$2,410.00	$0.00	$2,410.00
	Sun & Entertainment Package Discount w/ 1LZ / 1HY	($450.00)	$0.00	($450.00)
	Sun, Entertainment & Destinations Package Discount w/ 1LT	($900.00)	$0.00	($900.00)
PCK	Luxury Package w/DD8	$1,575.00	$0.00	$1,575.00
PDA/PEB	Texas Edition (Only Available In Texas) / All Star Edition 1LS w/ NQH on 4WD w/DD8	$3,255.00	$0.00	$3,255.00
	Texas Edition (Only Available In Texas) / All Star Edition 1LS 2WD w/DD8	$3,155.00	$0.00	$3,155.00
	Texas Edition (Only Available In Texas) / All Star Edition 1LT w/ NQH on 4WD w/DD8	$2,820.00	$0.00	$2,820.00
	Texas Edition (Only Available In Texas) / All Star Edition 1LT 2WD w/DD8	$2,720.00	$0.00	$2,720.00
	Texas Edition / All Star Edition Savings	($1,000.00)	$0.00	($1,000.00)
PDD	Convenience Package	$1,060.00	$0.00	$1,060.00
Z71	Off-Road Package on 4WD	$1,585.00	$0.00	$1,585.00
	Off-Road Package on 2WD	$1,535.00	$0.00	$1,535.00

Additional Options

Option Code	Description		List Price	Factory D/H(b)	MSRP(c)
Additional Options:					
B30	Carpeting, Color Keyed	&1FL	$190.00	$0.00	$190.00
B85	Bodyside Molding	& 1FL	$100.00	$0.00	$100.00
CF5	Power Sliding Sunroof		$995.00	$0.00	$995.00
DRC	ISRVM with Rear Camera Display	w/PCK/PDA/PEB	$390.00	$0.00	$390.00

	DRC	ISRVM with Rear Camera Display		$450.00	$0.00	$450.00
	JL1	Trailer Brake Controller		$200.00	$0.00	$200.00
	K05	Engine Block Heater		$75.00	$0.00	$75.00
	K47	High Capacity Air Cleaner		$25.00	$0.00	$25.00
	TRW	Roof Mounted Lamp Provision		$30.00	$0.00	$30.00
	V76	Recovery Hooks		$50.00	$0.00	$50.00
	VK3	Front License Plate Bracket	w/ R7E	$0.00	$0.00	$0.00
Axles:						
	G80	Locking Rear Differential		$295.00	$0.00	$295.00
Dealer Installed						
	SES	22" Wheels		$2,995.00	$0.00	$2,995.00
	SEU	22" Wheels		$2,995.00	$0.00	$2,995.00
	SEV	22" Wheels		$2,995.00	$0.00	$2,995.00
	SEW	22" Wheels		$2,995.00	$0.00	$2,995.00
	VAT	Chrome Grille		$496.00	$0.00	$496.00
	VAV	1st & 2nd Row All Weather Floor Mats		$138.00	$0.00	$138.00
	VKN	3rd Row All Weather Floor Mats		$69.00	$0.00	$69.00
	VKU	Chrome Mirror Caps		$115.00	$0.00	$115.00
	VKV	Wheel Flares		$661.00	$0.00	$661.00
	VKW	Front Console Organizer		$43.00	$0.00	$43.00
	VKX	Hybrid Spare Tire Kit		$995.00	$0.00	$995.00
	VLG	Trailer Hitch Closeout		$124.00	$0.00	$124.00
	VLI	Rear Cargo Mat		$69.00	$0.00	$69.00
	VQZ	Chrome Exhaust Tips		$122.00	$0.00	$122.00
	VS4	22" Wheels		$2,995.00	$0.00	$2,995.00
	VSA	20" Wheels	w/1LZ	$1,895.00	$0.00	$1,895.00
	VSA	20" Wheels		$2,995.00	$0.00	$2,995.00
	VSB	20" Wheels	w/1LZ	$1,895.00	$0.00	$1,895.00
	VSB	20" Wheels		$2,995.00	$0.00	$2,995.00
	VSF	20" Wheels	w/1LZ	$1,895.00	$0.00	$1,895.00
	VSF	20" Wheels		$2,995.00	$0.00	$2,995.00
	VSJ	22" Wheels		$2,995.00	$0.00	$2,995.00
	VSK	22" Wheels		$2,995.00	$0.00	$2,995.00
	VSN	22" Wheels		$2,995.00	$0.00	$2,995.00
	VZK	20" Wheels	w/1LZ	$1,895.00	$0.00	$1,895.00
	VZK	20" Wheels		$2,995.00	$0.00	$2,995.00
	W04	Theft-Deterrent Wheel		$215.00	$0.00	$215.00
Paint:						
	58U	Black Granite Metallic		$195.00	$0.00	$195.00
	89U	Crystal Red Tint Coat		$395.00	$0.00	$395.00
	98U	White Diamond Tricoat		$995.00	$0.00	$995.00
Radio Equipment:						
	U2J	XM Radio Delete		($100.00)	$0.00	($100.00)
	U42	Rear Seat Entertainment System		$1,295.00	$0.00	$1,295.00
Safety / Convenience:						
	AMF	Remote Keyless Entry	& 1FL	$75.00	$0.00	$75.00
	ANJ	Non-Deep Tinted Glass	&1FL	($295.00)	$0.00	($295.00)
	AP3	Remote Vehicle Start	& 1FL	$195.00	$0.00	$195.00
	BRS	Power Retractable Assist Steps		$1,095.00	$0.00	$1,095.00
	DPN	Mirrors, OSRV Heated, Power, Retractable Camper Style w/Turn Signal	w/PCK	$55.00	$0.00	$55.00
	DPN	Mirrors, OSRV Heated, Power, Retractable Camper Style w/Turn Signal		$240.00	$0.00	$240.00
	G63	Luggage Rack Delete		($25.00)	$0.00	($25.00)
	JF4	Power Adjustable Pedals		$150.00	$0.00	$150.00
	T96	Fog Lamps	& 1FL	$140.00	$0.00	$140.00
	UD7	Ultrasonic Rear Parking Assist		$265.00	$0.00	$265.00
	UE0	OnStar Delete		($85.00)	$0.00	($85.00)

♦	V1K	Luggage Rack - Cross Bars		$90.00	$0.00	$90.00
Seating Arrangements:						
♦	A95	Seats, Front Bucket, Cloth w/ 6-way Power Driver Seat	Fleet Only	$935.00	$0.00	$935.00
♦	AL4	2nd Row Bucket Seats		$590.00	$0.00	$590.00
♦	ATD	Third Row Seat Delete	Fleet Only	($400.00)	$0.00	($400.00)
♦	AZ3	Bench Seat		($250.00)	$0.00	($250.00)
SEO Options:						
♦	4JP	Tire, Spare - P265/70R17 OOR BW		$35.00	$0.00	$35.00
♦	5T4	Exterior Body Colored Parts, Victory Red		$150.00	$0.00	$150.00
♦	5T5	Vinyl Rear Seats with Cloth Front Seats		$4.00	$0.00	$4.00
♦	6A6	Batteries, Dual Heavy-Duty 730 Cold-Cranking AMPS	&PPV/5W4	$155.00	$0.00	$155.00
	6B2	RR Door Handles Inop.		$66.00	$0.00	$66.00
♦	6C5	Battery, Single 730 CCA		$57.00	$0.00	$57.00
♦	6E2	Key Equipment, Single Key	&PPV/5W4	$25.00	$0.00	$25.00
♦	6E8	Key Equipment, Single Key	&PPV/5W4	$25.00	$0.00	$25.00
	6J3	Wiring-Grille Lamps & Speakers		$102.00	$0.00	$102.00
	6J4	Wiring-Horn Siren Circuit		$36.00	$0.00	$36.00
	6J7	Flasher System		$480.00	$0.00	$480.00
	6N5	RR Window Switches Inop.		$56.00	$0.00	$56.00
	6N6	RR Door Locks Inop.		$66.00	$0.00	$66.00
	7X6	LH Spotlamp		$460.00	$0.00	$460.00
	7X7	LH & RH Spotlamps		$820.00	$0.00	$820.00
♦	9G3	Off Road Suspension for Commercial Decor 4X4 Vehicles		$404.00	$0.00	$404.00
♦	9G8	Headlamps, Daytime Running/Automatic Headlamp Control Delete	&PPV/5W4	$1.00	$0.00	$1.00
♦	9N5	Front Floor Console Delete		($625.00)	$0.00	($625.00)
	9V2	Paint Solid Blue	&PPV/5W4	$30.00	$0.00	$30.00
♦	9V7	Exterior Body Colored Parts-Dark Blue Metallic	requires TGK	$50.00	$0.00	$50.00
♦	TGK	Special Paint	&9V5/9W3	$0.00	$0.00	$0.00
♦	TGK	Special Paint	w/o9V5/9W3	$300.00	$0.00	$300.00
♦	UTQ	Alarm, Horn---Disable Content Theft Deterrent Alarm		$10.00	$0.00	$10.00
♦	WRJ	Dual Power Distribution Centers		$1,550.00	$0.00	$1,550.00
♦	WRK	Single Power Distribution Center		$1,075.00	$0.00	$1,075.00
Tires:						
♦	QJP	17" On/Off Road BW Tires		$150.00	$0.00	$150.00
Wheels:						
♦	P46	17" Aluminum Wheels		$375.00	$0.00	$375.00
♦	RCS	20" Polished Aluminum Wheels		$1,795.00	$0.00	$1,795.00
♦	RCZ	LTZ Chrome Wheels		$700.00	$0.00	$700.00

REFER TO DEALER ORDER GUIDE/DATA BOOK FOR MODEL AND OPTION AVAILABILITY AND APPLICATION

(a) Dealer invoice includes Holdback amount retained for dealer's account in accordance with applicable vehicle terms of sale bulletin.

(b) D/H Charges on vehicle and optional equipment include reimbursement to ordering division for any tax that it has paid, incurred or agreed to pay thereon.

(c) Manufacturer's Suggested Retail Prices. Employee Prices do not include applicable destination charges (DFC), state and local taxes, and license and registration fees.

GM PRICING AND DISCOUNTS ARE SUBJECT TO CHANGE AT THE DISCRETION OF GENERAL MOTORS

♦ Revised June 24, 2011

ANY UNAUTHORIZED ACCESS IS PROHIBITED AND SUBJECT TO PROSECUTION!
© 2009 GENERAL MOTORS. ALL RIGHTS RESERVED.

AI-31748
CC REGULAR
Meeting Date: 04/10/2012
Department: PURCHASING DEPT.

APPROVED

18. G. 1.

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

ORIGINAL QUOTE TO CC: 04/10/12

	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	VE11-11	Date Prepared:	1/23/2012

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

APPROVED

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

Account Inquiry - FAINQ01A 11/15/11 10:10 am

Account No 2-1302-421-00-295-006-0-741 Accounting Period 13 Period YTD 307937 pg 03 -1 1 1

Acct. Year 2 Previous Year Info. Description CONST PCT.5-VEHICLES

Summary | Budgets | Open Encumb | Encumb Detail | All Encumb | Checks | Unposted Pay | Unprinted Pay | AJE | R

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
03	.00	87,777.27	.00	.00	87,777.27
YTD	.00	87,777.27	.00	.00	87,777.27
PRE	.00	.00	85,076.00	.00	85,076.00-
TOT	.00	87,777.27	85,076.00	.00	2,701.27

AI-32016 **Purchasing Department** **18. D. 1.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion, consideration, and action on a recommendation by project engineer TEDSI Infrastructure Group Inc. to award to the lowest bidder meeting all specifications: Asago LLC dba Asago Construction in the amount of $317,767.00 for Bid No. CAP-12-049-02-15-YSI “Road & Drainage Construction for Mid Valley Estates Subdivision”.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 2-1312-431-00-121-461-0-731/733

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

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Pending AI-32014 LIT 5/1/12

Attachments

c brkdown mid valley
conc to txdot mid valley
eng rec mid valley
btab sheet mid valley

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/25/2012 01:50 PM
Budget & Management	Merlen P. Munoz	04/25/2012 02:05 PM
Auditor's Office	agarcia	04/25/2012 02:19 PM
Form Started By: Yvette Islas		Started On: 04/23/2012 09:52 AM

Final Approval Date: 04/25/2012

Mid-Valley Subdivision
CSJ: 3C1080461
Cost Breakdown
Precinct 1

Item No.	Bid Item No.	Item Description	Unit	Original Quantities
				Original Co
			ROADWAY	
1	100	Preparing ROW	STA	21.37
2	110	Excavation (Roadway)	CY	1405
3	132	Embankment (Rdwy) (Dens. Cont.) (Ty C)	CY	56
4	164	Cell Fiber Seeding (Temp) (Warm) (Seeding for Erosion)	SY	6376
5	168	Vegetative Watering	MG	321
6	247	Flex Base (RD DEL) TY "E" GR4	CY	6885
7	251	Reworking Fase Material (DC) (TY D CLII)	SY	5354
8	260	Lime Treatment (Exist Mtrl) (6") (Subgr)	SY	1652
9	260	Lime (HYD, COM OR QK) (Slurry) OR QK (DRY)-FLEXBASE	TON	51.8
10	260	Lime)HYD, COM OR QK)(SLRY) OR QK (DRY)-SUBGRADE	TON	12.3
11	260	Lime Trt(New Base)(8") - Flexbase	SY	1531
12	262	Lime Treatment (Mis Exst Matl & New Base)(8") - Flexbase	SY	5354
13	310	Prime Coat (MC-30)	GAL	1379
14	340	D-GR HMA (METH) TY-D SAC-B PG76-22	SY	5831
15	500	Mobilization	LS	1
16	502	Barricades, Signs and Traffic Handling	MO	5
17	666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	3950
18	666	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	LF	54
19	666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	430
20	666	REFL PAV MRK TY 1 (Y) 4" (SLD) (100 MIL)	LF	772
		SubTotal Base Bid		
			DRAINAGE	
1	402	Trench Excavation Protection	LF	1019
2	464	RCP (CL III) (18")	LF	76
3	464	RCP (CL III) (24")	LF	418
4	464	RCP (CL III) (30")	LF	561
5	465	Inlet (Comp) (Ty H)	EA	4
6	465	Manh (Compl)(type M)	EA	1
7	465	Manh (Compl)(Type A)	EA	3
8	506	Temp Sedmt Cont Fence	LF	169
9	530	Driveways (Concrete)	SY	124
10	530	Turnouts (Asphalt Concrete Pavement) (PBS-2)	SY	1395
11	556	15" ADS Corrugate Pipe	LF	1475
		SubTotal Drainage		
		GrandTotal Roadwork Base Bid and Drainage		

Project Length: (LF)		2750
Cost Per Linear Feet @ $500K/mile:	$	94.70
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$**	**260,425.00**
Roadwork Allocation (Eng, Road Const and Contingency):	**$**	**213,250.95**
Allowed Increase:	**$**	**47,174.05** **Amt Inc.:**

Road Construction Allocation:	$	149,324.98
Possible 25% Transfer In Other Projects:	$	-
Contingency Transfer In:	$	30,011.80
Total Allocation, 25% Transfer and Contingency Transfer	$	179,336.78
Low Base Bid Roadwork		$174,199.00
Overrun/Underrun		**$5,137.78**

Change Order

Road Construction Allocation:	$	-
Transfer In:	$	-
Total Allocation, 25% Transfer and Contingency Transfer	$	-
Low Base Bid Roadwork After Change Order	$	-
Overrun/Underrun		$0.00

Mid-Valley Subdivision
CSJ: 3C1080461
Cost Breakdown
Precinct 1

ontract Amounts		Change Order 1		
Original Rates	Amount Bid	Revised Rates	Revised Quantities	Amount Increase/ Decrease
$500.00	$10,685.00			
$8.00	$11,240.00			
$10.00	$560.00			
$0.50	$3,188.00			
$3.00	$963.00			
$8.00	$55,080.00			
$2.00	$10,708.00			
$2.00	$3,304.00			
$200.00	$10,360.00			
$200.00	$2,460.00			
$2.00	$3,062.00			
$2.00	$10,708.00			
$7.00	$9,653.00			
$6.00	$34,986.00			
$2,000.00	$2,000.00			
$200.00	$1,000.00			
$0.75	$2,962.50			
$7.00	$378.00			
$0.75	$322.50			
$0.75	$579.00			
→	**$174,199.00**			

1	$1,019.00			
$35.00	$2,660.00			
$45.00	$18,810.00			
$60.00	$33,660.00			
$4,000.00	$16,000.00			
$4,000.00	$4,000.00			
$3,000.00	$9,000.00			
$1.00	$169.00			
$30.00	$3,720.00			
$19.00	$26,505.00			
$19.00	$28,025.00			
→	**$143,568.00**			
→	**$317,767.00**			

$ 53,312.74

Drainage Allocation:	$ 48,902.10
Transfer In: Other Projects	
Total Allocation and Transfer	$48,902.10
Drainage Cost:	$143,568.00
Overrun/Underrun	-$94,665.90

Change Order

Drainage Allocation:	$ -
Transfer In: Other Projects	
Total Allocation and Transfer	$0.00
Drainage Cost:	$0.00
Overrun/Underrun	$0.00

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director

30 March 2012

Carlos Peralez, P.E. Material Engineer Supervisor
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-12-049-12-15-YSI 3rd Call Project; Mid-Valley Estates Subdivision CSJ: 3C108461

Dear Carlos:

Attached please find information regarding the award of the above-referenced 3rd Call Colonias Project for road construction and drainage.
Please be advised that the County will proceed to award the bid on the following:

1. Engineer's Recommendation
2. Bidder meets all County requirements
3. Bids is the lowest of bids received
4. Cost breakdown

TEDSI Infrastructure Group has reviewed bids and tabulations and is recommending Asago, LLC d/b/a Asago Construction of Mission, TX as the low bidder for the above-referenced project. The amount budgeted for roads is $213,250.95 and budgeted for drainage is $21,600.00 for a total amount of $234,850.95. Based on the low bid amount, roadwork has an underrun and drainage will has a substantial overrun. The additional funds that will cover the overrun will be lapse funds from completed projects. Currently and based on TXDOT spreadsheet BCAP3_Hidalgo_030712 the remaining balances for this project are $21,600.00 for drainage and $183,347.51 for road work.

The award will be to the low bidder Asago, LLC d/b/a Asago Construction with a low bid amount of $317,767.00.

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577
Equal Opportunity Employer

The bids were as follows:

Contractor	Read Total	Correct Total
Asago LLC, dba Asago Construction	$317,767.00	$317,767.00
2GS , LLC	$382,066.35	$381,886.35
Jimmy Closner & Sons Construction Co., Inc	$437,791.90	$437,791.90
Tropical Contractors, LLC	$558,089.28	$558,089.28

Commissioner Joel Quintanilla concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 460-6364.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program

Cc: Commissioner Joel Quintanilla, Hidalgo County Precinct 1 (Ltr Copy Only)
Valde Guerra, Commissioner's Court Executive Officer (email)
John Paul Lugo, BCAP Coordinator County Wide, Precinct 1 (email)
Rossana Schettino, Grant Accountant II (email)
Yvette Islas, HCCAP Buyer II (email)
Project files

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 E. Expressway 83 ♦ Mission, Texas 78572

February 27, 2012

Mr. Agapito Vargas Jr
Executive Director Colonia Access Program
Hidalgo County Border Colonia Access Program
301 E. State St
Pharr, Texas 78589

RE: Mid Valley Estates Subdivision (CAP-12-049-02-15 YSI)
Award Recommendation

Dear Mr. Vargas:

Three contractors submitted bids for above captioned subdivision: Asago Construction ($317,767.00), 2GS, LLC ($381,886.35), Jimmy Closner & Sons Construction Co Inc ($437,791.90) and Tropical Contractors, LLC ($558,089.28).

Asago Construction is the apparent low bidder. We found no errors in Asago Construction bid tabulations as submitted by Hidalgo County Purchasing Department. We found errors in 2GS, LLC bid tabulations; correct totals did not alter the low bid.

Asago Construction bid for Mid Valley Estates ($317,767.00) is 2.8% lower than Engineer's Estimate ($326,901.30). Unfortunately, due to the cost of the storm sewer system not being included in the colonia application process, the apparent low bid is higher than the Allocated Construction Funds $210,066.83 ($170,925.00 plus $39,141.83 contingencies).

Should Hidalgo County secure funds to cover shortfall in funding, it is our recommendation that Hidalgo County award construction of above mentioned subdivision to Asago Construction.

If you should have any questions, please do not hesitate to call me at 956.424.7898.

Thank you,

Jose A. Sanchez, P.E.
Project Manager

Enclosures: Bid analysis
Bid tabulations

BID ANALYSIS
CAP-12-049-02-15 YSI "ROAD AND DRAINAGE CONSTRUCTION FOR MID VALLEY ESTATES SUBDIVISION"

ROADWAY IMPROVEMENTS				Engineer's Estimate		APPARENT LOW BIDDER Asago Construction			2GS, LLC			Jimmy Closner & Sons Const Co Inc.			Tropical Contractors, LLC		
Item	Total	Unit	Description	Unit Price	Total	Unit Price	Total	% +/-	Unit Price	Total	% +/-	Unit Price	Total	% +/-	Unit Price	Total	% +/-
0100	21.37	STA	PREPARING ROW	$750.00	$16,027.50	$500.00	$10,685.00	-33.3%	$1,500.00	$32,055.00	+100.0%	$485.00	$10,364.45	-35.3%	$3,000.00	$64,110.00	+300.0%
0110	1405	CY	EXCAVATION (ROADWAY)	$3.50	$4,917.50	$8.00	$11,240.00	+128.6%	$15.00	$21,075.00	+328.6%	$2.75	$3,863.75	-21.4%	$24.00	$33,720.00	+585.7%
0132	56	CY	EMBANKMENT (FINAL)(ORD COMP)(TY C)	$20.00	$1,120.00	$10.00	$560.00	-50.0%	$10.00	$560.00	-50.0%	$19.50	$1,092.00	-2.5%	$12.00	$672.00	-40.0%
0164	6376	SY	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	$0.35	$2,231.60	$0.50	$3,188.00	+42.9%	$0.50	$3,188.00	+42.9%	$1.45	$9,245.20	+314.3%	$0.30	$1,912.80	-14.3%
0168	321	MG	VEGETATIVE WATERING	$11.00	$3,531.00	$3.00	$963.00	-72.7%	$35.00	$11,235.00	+218.2%	$120.00	$38,520.00	+990.9%	$14.40	$4,622.40	+30.9%
0247	6885	SY	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	$8.00	$55,080.00	$8.00	$55,080.00	+0.0%	$7.95	$54,735.75	-0.6%	$7.70	$53,014.50	-3.8%	$3.60	$24,786.00	-55.0%
0251	5354	SY	REWORK BS MTL (TY D)(8")(DENS CONT)	$2.00	$10,708.00	$2.00	$10,708.00	+0.0%	$6.10	$32,659.40	+205.0%	$3.25	$17,400.50	+62.5%	$2.40	$12,849.60	+20.0%
0260	1652	SY	LIME TRT(EXST MATL)(6") - SUBGRADE	$2.00	$3,304.00	$2.00	$3,304.00	+0.0%	$1.50	$2,478.00	-25.0%	$3.00	$4,956.00	+50.0%	$2.40	$3,964.80	+20.0%
0260	51.8	TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY) - FLEXBASE	$150.00	$7,770.00	$200.00	$10,360.00	+33.3%	$200.00	$10,360.00	+33.3%	$175.00	$9,065.00	+16.7%	$174.00	$9,013.20	+16.0%
0260	12.3	TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY) - SUBGRADE	$150.00	$1,845.00	$200.00	$2,460.00	+33.3%	$200.00	$2,460.00	+33.3%	$175.00	$2,152.50	+16.7%	$192.00	$2,361.60	+28.0%
0260	1531	SY	LIME TRT(NEW BASE)(8") - FLEXBASE	$1.50	$2,296.50	$2.00	$3,062.00	+33.3%	$1.00	$1,531.00	-33.3%	$2.50	$3,827.50	+66.7%	$16.80	$25,720.80	+1020.0%
0260	5354	SY	LIME TRT(MIX EXST MATL&NEW BASE)(8") - REWORK	$1.50	$8,031.00	$2.00	$10,708.00	+33.3%	$1.00	$5,354.00	-33.3%	$2.75	$14,723.50	+83.3%	$3.60	$19,274.40	+140.0%
0310	1379	GAL	PRIME COAT (MC-30)	$4.30	$5,929.70	$7.00	$9,653.00	+62.8%	$4.50	$6,205.50	+4.7%	$4.50	$6,205.50	+4.7%	$3.60	$4,964.40	-16.3%
0340	5831	SY	D-GR HMA(METH) TY-D SAC-B PG64-22	$8.00	$46,648.00	$6.00	$34,986.00	-25.0%	$8.10	$47,231.10	+1.3%	$8.50	$49,563.50	+6.3%	$12.00	$69,972.00	+50.0%
0500	1	LS	MOBILIZATION	$1,000.00	$1,000.00	$2,000.00	$2,000.00	+100.0%	$5,000.00	$5,000.00	+400.0%	$15,000.00	$15,000.00	+1400.0%	$12,000.00	$12,000.00	+1100.0%
0502	5	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	$1,000.00	$5,000.00	$200.00	$1,000.00	-80.0%	$1,500.00	$7,500.00	+50.0%	$3,200.00	$16,000.00	+220.0%	$2,400.00	$12,000.00	+140.0%
0666	3950	LF	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	$1.00	$3,950.00	$0.75	$2,962.50	-25.0%	$1.00	$3,950.00	+0.0%	$0.75	$2,962.50	-25.0%	$0.84	$3,318.00	-16.0%
0666	54	LF	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	$10.00	$540.00	$7.00	$378.00	-30.0%	$8.40	$453.60	-16.0%	$7.75	$418.50	-22.5%	$6.36	$343.44	-36.4%
0666	430	LF	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	$1.00	$430.00	$0.75	$322.50	-25.0%	$1.00	$430.00	+0.0%	$0.75	$322.50	-25.0%	$0.84	$361.20	-16.0%
0666	772	LF	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	$1.00	$772.00	$0.75	$579.00	-25.0%	$1.00	$772.00	+0.0%	$0.75	$579.00	-25.0%	$1.62	$1,250.64	+62.0%
TOTALS				$181,131.80		$174,199.00		-3.8%	$249,233.35		+37.6%	$259,276.40		+43.1%	$307,217.28		+69.6%

DRAINAGE IMPROVEMENTS				Engineer's Estimate		Asago Construction			2GS, LLC			Jimmy Closner & Sons Const Co Inc.			Tropical Contractors, LLC		
Item	Total	Unit	Description	Unit Price	Total	Unit Price	Total	% +/-	Unit Price	Total	% +/-	Unit Price	Total	% +/-	Unit Price	Total	% +/-
0402	1019	LF	TRENCH EXCAVATION PROTECTION	$1.50	$1,528.50	$1.00	$1,019.00	-33.3%	$2.00	$2,038.00	+33.3%	$10.00	$10,190.00	+566.7%	$15.60	$15,896.40	+940.0%
0464	76	LF	RC PIPE (CL III)(18 IN)	$32.00	$2,432.00	$35.00	$2,660.00	+9.4%	$32.00	$2,432.00	+0.0%	$41.00	$3,116.00	+28.1%	$36.00	$2,736.00	+12.5%
0464	418	LF	RC PIPE (CL III)(24 IN)	$42.00	$17,556.00	$45.00	$18,810.00	+7.1%	$38.00	$15,884.00	-9.5%	$45.00	$18,810.00	+7.1%	$48.00	$20,064.00	+14.3%
0464	561	LF	RC PIPE (CL III)(30 IN)	$55.00	$30,855.00	$60.00	$33,660.00	+9.1%	$42.00	$23,562.00	-23.6%	$57.00	$31,977.00	+3.6%	$60.00	$33,660.00	+9.1%
0465	4	EA	INLET (COMPL)(TY H)	$3,000.00	$12,000.00	$4,000.00	$16,000.00	+33.3%	$3,250.00	$13,000.00	+8.3%	$3,500.00	$14,000.00	+16.7%	$3,600.00	$14,400.00	+20.0%
0465	1	EA	MANH (COMPL)(TY M)	$3,500.00	$3,500.00	$4,000.00	$4,000.00	+14.3%	$2,950.00	$2,950.00	-15.7%	$5,200.00	$5,200.00	+48.6%	$3,600.00	$3,600.00	+2.9%
0465	3	EA	MANH (COMPL)(TY A)	$3,000.00	$9,000.00	$3,000.00	$9,000.00	+0.0%	$3,100.00	$9,300.00	+3.3%	$4,700.00	$14,100.00	+56.7%	$3,360.00	$10,080.00	+12.0%
0506	169	LF	TEMPORARY SEDIMENT CONTROL FENCE	$2.00	$338.00	$1.00	$169.00	-50.0%	$3.00	$507.00	+50.0%	$4.50	$760.50	+125.0%	$2.40	$405.60	+20.0%
0530	124	SY	DRIVEWAY (CONC)	$45.00	$5,580.00	$30.00	$3,720.00	-33.3%	$45.00	$5,580.00	+0.0%	$54.00	$6,696.00	+20.0%	$60.00	$7,440.00	+33.3%
0530	1395	SY	DRIVEWAY (ACP)	$24.00	$33,480.00	$19.00	$26,505.00	-20.8%	$20.00	$27,900.00	-16.7%	$15.80	$22,041.00	-34.2%	$54.00	$75,330.00	+125.0%
0556	1475	LF	15" ADS CORRUGATED PIPE	$20.00	$29,500.00	$19.00	$28,025.00	-5.0%	$20.00	$29,500.00	+0.0%	$35.00	$51,625.00	+75.0%	$45.60	$67,260.00	+128.0%
TOTALS				$145,769.50		$143,568.00		-1.5%	$132,653.00		-9.0%	$178,515.50		+22.5%	$250,872.00		+72.1%

GRAND TOTAL	$326,901.30	$317,767.00	-2.8%	$381,886.35	+16.8%	$437,791.90	+33.9%	$558,089.28	+70.7%

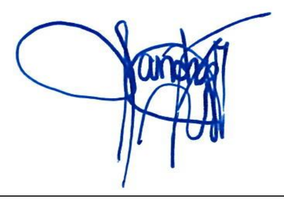
Contractor's Unit Price OK, TOTAL is incorrect. Unit price rules, total adjusted.

Contractor's sum of column is incorrect. Correct sum rules. Sum of column adjusted.

CONSULTANT ANALYSIS OF BIDS:

Jose A. Sanchez, P.E. TEDSI Infrastructure Group, Inc.

NAME



SIGNATURE

2/27/2012

DATE

BID FORM

HIDALGO COUNTY PRECINCT NO 1

BORDER COLONIA ACCESS PROJECT

CAP-12-049-02-15-YSI "ROAD AND DRAINAGE CONSTRUCTION FOR MID-VALLEY ESTATES SUBDIVISION"

ROADWAY IMPROVEMENTS

ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE (In Words)		UNIT PRICE (In Figures)	TOTAL (In Figures)
0100	21.37	STA	PREPARING ROW	Five Hundred	Dollars Cents	$ 500.00	$ 10,685.00
0110	1405	CY	EXCAVATION (ROADWAY)	Eight	Dollars Cents	$ 8.00	$ 11,240.00
0132	56	CY	EMBANKMENT (FINAL)(ORD COMP)(TY C)	Ten	Dollars Cents	$ 10.00	$ 560.00
0164	6376	SY	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	Fifty	Dollars Cents	$ 0.50	$ 3,188.00
0168	321	MG	VEGETATIVE WATERING	Three	Dollars Cents	$ 3.00	$ 963.00
0247	6885	SY	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	Eight	Dollars Cents	$ 8.00	$ 55,080.00
0251	5354	SY	REWORK BS MTL (TY D)(8")(DENS CONT)	Two	Dollars Cents	$ 2.00	$ 10,708.00
0260	1652	SY	LIME TRT(EXST MATL)(6") - SUBGRADE	Two	Dollars Cents	$ 2.00	$ 3,304.00
0260	51.8	TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY) - FLEXBASE	Two Hundred	Dollars Cents	$ 200.00	$ 10,360.00
0260	12.3	TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY) - SUBGRADE	Two Hundred	Dollars Cents	$ 200.00	$ 2,460.00
0260	1531	SY	LIME TRT(NEW BASE)(8") - FLEXBASE	Two	Dollars Cents	$ 2.00	$ 3,062.00
0260	5354	SY	LIME TRT(MIX EXST MATL&NEW BASE)(8") - REWORK	Two	Dollars Cents	$ 2.00	$ 10,708.00
0310	1379	GAL	PRIME COAT (MC-30)	Seven	Dollars Cents	$ 7.00	$ 9,653.00
0340	5831	SY	D-GR HMA(METH) TY-D SAC-B PG64-22	Six	Dollars Cents	$ 6.00	$ 34,986.00
0500	1	LS	MOBILIZATION	Two Thousand	Dollars Cents	$ 2,000.00	$ 2,000.00
0502	5	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	Two Thousand	Dollars Cents	$ 200.00	$ 1,000.00
0666	3950	LF	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	Seventy-five	Dollars Cents	$ 0.75	$ 2,962.50
0666	54	LF	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	Seven	Dollars Cents	$ 7.00	$ 378.00
0666	430	LF	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	Seventy-five	Dollars Cents	$ 0.75	$ 322.50
0666	772	LF	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	Seventy-five	Dollars Cents	$ 0.75	$ 579.00
				ROADWAY TOTAL		$	174,199.00

OPENED 9:35 2-15-12 Witnessed

BID FORM

HIDALGO COUNTY PRECINCT NO 1

BORDER COLONIA ACCESS PROJECT

CAP-12-049-02-15-YSI "ROAD AND DRAINAGE CONSTRUCTION FOR MID-VALLEY ESTATES SUBDIVISION"

DRAINAGE IMPROVEMENTS

ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE (In Words)		UNIT PRICE (In Figures)	TOTAL (In Figures)
0402	1019	LF	TRENCH EXCAVATION PROTECTION	One	Dollars	$ 1.00	$ 1,019.00
					Cents		
0464	76	LF	RC PIPE (CL III)(18 IN)	Thirty-five	Dollars	$ 35.00	$ 2,660.00
					Cents		
0464	418	LF	RC PIPE (CL III)(24 IN)	Forty-five	Dollars	$ 45.00	$ 18,810.00
					Cents		
0464	561	LF	RC PIPE (CL III)(30 IN)	Sixty	Dollars	$ 60.00	$ 33,660.00
					Cents		
0465	4	EA	INLET (COMPL)(TY H)	Four Thousand	Dollars	$ 4,000.00	$ 16,000.00
					Cents		
0465	1	EA	MANH (COMPL)(TY M)	Four Thousand	Dollars	$ 4,000.00	$ 4,000.00
					Cents		
0465	3	EA	MANH (COMPL)(TY A)	Three Thousand	Dollars	$ 3,000.00	$ 9,000.00
					Cents		
0506	169	LF	TEMPORARY SEDIMENT CONTROL FENCE	One	Dollars	$ 1.00	$ 169.00
					Cents		
0530	124	SY	DRIVEWAY (CONC)	Thirty	Dollars	$ 30.00	$ 3,720.00
					Cents		
0530	1395	SY	DRIVEWAY (ACP)	Nineteen	Dollars	$ 19.00	$ 26,505.00
					Cents		
0556	1475	LF	15" ADS CORRUGATED PIPE	Nineteen	Dollars	$ 19.00	$ 28,025.00
					Cents		
				DRAINAGE TOTAL		$ 143,568.00	

Bid Total	$ 317,767.00

OPENED 9:35 2-15-12 Witnessed

BIDDER/COMPANY NAME: Asago, LLC dba Asago Construction

AUTHORIZED SIGNATURE:

PRINTED NAME: Raul Iglesias

TITLE: Partner, General Manager

BID FORM

HIDALGO COUNTY PRECINCT NO 1

BORDER COLONIA ACCESS PROJECT

CAP-12-049-02-15-YSI "ROAD AND DRAINAGE CONSTRUCTION FOR MID-VALLEY ESTATES SUBDIVISION"

ROADWAY IMPROVEMENTS

ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE (In Words)		UNIT PRICE (In Figures)	TOTAL (In Figures)
0100	21.37	STA	PREPARING ROW	ONE THOUSAND FIVE HUNDRED	Dollars	$ 1,500.00	$ 32,055.00
				ZERO	Cents		
0110	1405	CY	EXCAVATION (ROADWAY)	FIFTEEN	Dollars	$ 15.00	$ 21,075.00
				ZERO	Cents		
0132	56	CY	EMBANKMENT (FINAL)(ORD COMP)(TY C)	TEN	Dollars	$ 10.00	$ 560.00
				ZERO	Cents		
0164	6376	SY	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	ZERO	Dollars	$ 0.50	$ 3,368.00
				FIFTY CENTS	Cents		
0168	321	MG	VEGETATIVE WATERING	THIRTY FIVE	Dollars	$ 35.00	$ 11,235.00
				ZERO	Cents		
0247	6885	SY	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	SEVEN	Dollars	$ 7.95	$ 54,735.75
				NINTY FIVE	Cents		
0251	5354	SY	REWORK BS MTL (TY D)(8")(DENS CONT)	SIX	Dollars	$ 6.10	$ 32,659.40
				TEN	Cents		
0260	1652	SY	LIME TRT(EXST MATL)(6") - SUBGRADE	ONE	Dollars	$ 1.50	$ 2,478.00
				FIFTY	Cents		
0260	51.8	TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY) - FLEXBASE	TWO HUNDRED	Dollars	$ 200.00	$ 10,360.00
				ZERO	Cents		
0260	12.3	TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY) - SUBGRADE	TWO HUNDRED	Dollars	$ 200.00	$ 2,460.00
				ZERO	Cents		
0260	1531	SY	LIME TRT(NEW BASE)(8") - FLEXBASE	ONE	Dollars	$ 1.00	$ 1,531.00
				ZERO	Cents		
0260	5354	SY	LIME TRT(MIX EXST MATL&NEW BASE)(8") - REWORK	ONE	Dollars	$ 1.00	$ 5,354.00
				ZERO	Cents		
0310	1379	GAL	PRIME COAT (MC-30)	FOUR	Dollars	$ 4.50	$ 6,205.50
				FIFTY	Cents		
0340	5831	SY	D-GR HMA(METH) TY-D SAC-B PG64-22	EIGHT	Dollars	$ 8.10	$ 47,231.10
				TEN	Cents		
0500	1	LS	MOBILIZATION	FIVE THOUSAND	Dollars	$ 5,000.00	$ 5,000.00
				ZERO	Cents		
0502	5	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	ONE THOUSAND	Dollars	$ 1,500.00	$ 7,500.00
				ZERO	Cents		
0666	3950	LF	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	ONE	Dollars	$ 1.00	$ 3,950.00
				ZERO	Cents		
0666	54	LF	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	EIGHT	Dollars	$ 8.40	$ 453.60
				FOURTY	Cents		
0666	430	LF	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	ONE	Dollars	$ 1.00	$ 430.00
				ZERO	Cents		
0666	772	LF	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	ONE	Dollars	$ 1.00	$ 772.00
				ZERO	Cents		
			ROADWAY TOTAL			$ 249,413.35	

OPENED 9:30 2-15-12 Witnessed

265 LL 1 of 2

continue Pg. 2 →

BID FORM

HIDALGO COUNTY PRECINCT NO 1
BORDER COLONIA ACCESS PROJECT
CAP-12-049-02-15-YSI "ROAD AND DRAINAGE CONSTRUCTION FOR MID-VALLEY ESTATES SUBDIVISION"

DRAINAGE IMPROVEMENTS

ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE (In Words)		UNIT PRICE (In Figures)	TOTAL (In Figures)
0402	1019	LF	TRENCH EXCAVATION PROTECTION	TWO	Dollars	$ 2.00	$ 2,038.00
				ZERO	Cents		
0464	76	LF	RC PIPE (CL III)(18 IN)	THIRTY TWO	Dollars	$ 32.00	$ 2,432.00
				ZERO	Cents		
0464	418	LF	RC PIPE (CL III)(24 IN)	THIRTY EIGHT	Dollars	$ 38.00	$ 15,884.00
				ZERO	Cents		
0464	561	LF	RC PIPE (CL III)(30 IN)	FORTY TWO	Dollars	$ 42.00	$ 23,562.00
				ZERO	Cents		
0465	4	EA	INLET (COMPL)(TY H)	Three thousand two hundred fifty	Dollars	$ 3,250.00	$ 13,000.00
				ZERO	Cents		
0465	1	EA	MANH (COMPL)(TY M)	Two thousand nine hundred fifty	Dollars	$ 2,950.00	$ 2,950.00
				ZERO	Cents		
0465	3	EA	MANH (COMPL)(TY A)	Three thousand one hundred	Dollars	$ 3,100.00	$ 9,300.00
				ZERO	Cents		
0506	169	LF	TEMPORARY SEDIMENT CONTROL FENCE	THREE	Dollars	$ 3.00	$ 507.00
				ZERO	Cents		
0530	124	SY	DRIVEWAY (CONC)	FOURTY FIVE	Dollars	$ 45.00	$ 5,580.00
				ZERO	Cents		
0530	1395	SY	DRIVEWAY (ACP)	TWENTY	Dollars	$ 20.00	$ 27,900.00
				ZERO	Cents		
0556	1475	LF	15" ADS CORRUGATED PIPE	TWENTY	Dollars	$ 20.00	$ 29,500.00
				ZERO	Cents		
				DRAINAGE TOTAL		$ 132,653.00	

Bid Total	$ 382,066.35

OPENED
9:36
2-15-12
Witnessed

BIDDER/COMPANY NAME: 2GS, LLC.

AUTHORIZED SIGNATURE:

PRINTED NAME: HUMBERTO GARCIA JR

TITLE: SECRETARY

BID FORM

HIDALGO COUNTY PRECINCT NO 1

BORDER COLONIA ACCESS PROJECT

CAP-12-049-02-15-YSI "ROAD AND DRAINAGE CONSTRUCTION FOR MID-VALLEY ESTATES SUBDIVISION"

ROADWAY IMPROVEMENTS

ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE (In Words)		UNIT PRICE (In Figures)	TOTAL (In Figures)
0100	21.37	STA	PREPARING ROW	Four Hundred Eighty Five	Dollars	$ 485.00	$ 10,364.45
				No	Cents		
0110	1405	CY	EXCAVATION (ROADWAY)	Two	Dollars	$ 2.75	$ 3863.75
				Seventy Five	Cents		
0132	56	CY	EMBANKMENT (FINAL)(ORD COMP)(TY C)	Nineteen	Dollars	$ 19.50	$ 1092.00
				Fifty	Cents		
0164	6376	SY	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	One	Dollars	$ 1.45	$ 9245.20
				Forty Five	Cents		
0168	321	MG	VEGETATIVE WATERING	One Hundred Twenty	Dollars	$ 120.00	$ 38,520.00
				No	Cents		
0247	6885	SY	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	Seven	Dollars	$ 7.70	$ 53,014.50
				Seventy	Cents		
0251	5354	SY	REWORK BS MTL (TY D)(8")(DENS CONT)	Three	Dollars	$ 3.25	$ 17,400.50
				Twenty Five	Cents		
0260	1652	SY	LIME TRT(EXST MATL)(6") - SUBGRADE	Three	Dollars	$ 3.00	$ 4956.00
				No	Cents		
0260	51.8	TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY) - FLEXBASE	One Hundred Seventy Five	Dollars	$ 175.00	$ 9065.00
				No	Cents		
0260	12.3	TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY) - SUBGRADE	One Hundred Seventy Five	Dollars	$ 175.00	$ 2152.50
				No	Cents		
0260	1531	SY	LIME TRT(NEW BASE)(8") - FLEXBASE	Two	Dollars	$ 2.50	$ 3827.50
				Fifty	Cents		
0260	5354	SY	LIME TRT(MIX EXST MATL&NEW BASE)(8") - REWORK	Two	Dollars	$ 2.75	$ 14,723.50
				Seventy Five	Cents		
0310	1379	GAL	PRIME COAT (MC-30)	Four	Dollars	$ 4.50	$ 6205.50
				Fifty	Cents		
0340	5831	SY	D-GR HMA(METH) TY-D SAC-B PG64-22	Eight	Dollars	$ 8.50	$ 49,563.50
				Fifty	Cents		
0500	1	LS	MOBILIZATION	Fifteen Thousand	Dollars	$ 15,000.00	$ 15,000.00
				No	Cents		
0502	5	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	Thirty Two Thousand	Dollars	$ 3200.00	$ 16,000.00
				No	Cents		
0666	3950	LF	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	No	Dollars	$ 0.75	$ 2962.50
				Seventy Five	Cents		
0666	54	LF	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	Seven	Dollars	$ 7.75	$ 418.50
				Seventy Five	Cents		
0666	430	LF	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	No	Dollars	$ 0.75	$ 322.50
				Seventy Five	Cents		
0666	772	LF	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	No	Dollars	$ 0.75	$ 579.00
				Seventy Five	Cents		
				ROADWAY TOTAL		$ 259,276.40	

OPENED 9:30 2-15-12 Witnessed

Jimmy Closner & Sons Inc

BID FORM

HIDALGO COUNTY PRECINCT NO 1

BORDER COLONIA ACCESS PROJECT

CAP-12-049-02-15-YSI "ROAD AND DRAINAGE CONSTRUCTION FOR MID-VALLEY ESTATES SUBDIVISION"

DRAINAGE IMPROVEMENTS

ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE (In Words)		UNIT PRICE (In Figures)	TOTAL (In Figures)
0402	1019	LF	TRENCH EXCAVATION PROTECTION	TEN	Dollars	$ 10.00	$ 10,190.00
				NO	Cents		
0464	76	LF	RC PIPE (CL III)(18 IN)	FORTY ONE	Dollars	$ 41.00	$ 3116.00
				NO	Cents		
0464	418	LF	RC PIPE (CL III)(24 IN)	FORTY FIVE	Dollars	$ 45.00	$ 18,810.00
				NO	Cents		
0464	561	LF	RC PIPE (CL III)(30 IN)	FIFTY SEVEN	Dollars	$ 57.00	$ 31,977.00
				NO	Cents		
0465	4	EA	INLET (COMPL)(TY H)	THIRTY FIVE HUNDRED	Dollars	$ 3500.00	$ 14,000.00
				NO	Cents		
0465	1	EA	MANH (COMPL)(TY M)	FIFTY TWO HUNDRED	Dollars	$ 5200.00	$ 5200.00
				NO	Cents		
0465	3	EA	MANH (COMPL)(TY A)	FORTY SEVEN HUNDRED	Dollars	$ 4700.00	$ 14,100.00
				NO	Cents		
0506	169	LF	TEMPORARY SEDIMENT CONTROL FENCE	FOUR	Dollars	$ 4.50	$ 760.50
				FIFTY	Cents		
0530	124	SY	DRIVEWAY (CONC)	FIFTY FOUR	Dollars	$ 54.00	$ 6696.00
				NO	Cents		
0530	1395	SY	DRIVEWAY (ACP)	FIFTEEN	Dollars	$ 15.80	$ 22,041.00
				EIGHTY	Cents		
0556	1475	LF	15" ADS CORRUGATED PIPE	THIRTY FIVE	Dollars	$ 35.00	$ 51,625.00
				NO	Cents		
				DRAINAGE TOTAL		$ 178,515.50	

Bid Total	$ 437,791.90

OPENED
9:36
2-15-12

28

BIDDER/COMPANY NAME: JIMMY CLOSNER & SONS CONST. CO., Witnessed

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: ROBERT CLOSNER

TITLE: V.P.

COPY

BID FORM

HIDALGO COUNTY PRECINCT NO 1
BORDER COLONIA ACCESS PROJECT
CAP-12-049-02-15-YSI "ROAD AND DRAINAGE CONSTRUCTION FOR MID-VALLEY ESTATES SUBDIVISION"

ROADWAY IMPROVEMENTS

ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE (In Words)		UNIT PRICE (In Figures)	TOTAL (In Figures)
0100	21.37	STA	PREPARING ROW	Three thousand	Dollars	$ 3,000.00	$ 64,110.00
					Cents		
0110	1405	CY	EXCAVATION (ROADWAY)	Twenty four	Dollars	$ 24.00	$ 33,720.00
					Cents		
0132	56	CY	EMBANKMENT (FINAL)(ORD COMP)(TY C)	Twelve & no	Dollars	$ 12.00	$ 672.00
					Cents		
0164	6376	SY	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)		Dollars	$ .30	$ 1,912.80
				Thirty	Cents		
0168	321	MG	VEGETATIVE WATERING	Fourteen	Dollars	$ 14.40	$ 4,622.40
				Forty	Cents		
0247	6885	SY	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	Three	Dollars	$ 3.60	$ 24,786.00
				Sixty	Cents		
0251	5354	SY	REWORK BS MTL (TY D)(8")(DENS CONT)	Two	Dollars	$ 2.40	$ 12,849.60
				Forty	Cents		
0260	1652	SY	LIME TRT(EXST MATL)(6") - SUBGRADE	Two	Dollars	$ 2.40	$ 3,964.80
				Forty	Cents		
0260	51.8	TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY) - FLEXBASE	One hundred seventy four	Dollars	$ 174.00	$ 9,013.20
					Cents		
0260	12.3	TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY) - SUBGRADE	One hundred ninety two	Dollars	$ 192.00	$ 2,361.60
					Cents		
0260	1531	SY	LIME TRT(NEW BASE)(8") - FLEXBASE	Sixteen	Dollars	$ 16.80	$ 25,720.80
				Eighty	Cents		
0260	5354	SY	LIME TRT(MIX EXST MATL&NEW BASE)(8") - REWORK	Three	Dollars	$ 3.60	$ 19,274.40
				Sixty	Cents		
0310	1379	GAL	PRIME COAT (MC-30)	Three	Dollars	$ 3.60	$ 4,964.40
				Sixty	Cents		
0340	5831	SY	D-GR HMA(METH) TY-D SAC-B PG64-22	Twelve	Dollars	$ 12.00	$ 69,972.00
					Cents		
0500	1	LS	MOBILIZATION	Twelve thousand	Dollars	$ 12,000.00	$ 12,000.00
					Cents		
0502	5	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	Two thousand four hundred	Dollars	$ 2,400.00	$ 12,000.00
					Cents		
0666	3950	LF	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	Eighty four	Dollars	$ .84	$ 3,318.00
					Cents		
0666	54	LF	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	Six	Dollars	$ 6.36	$ 343.44
				Thirty six	Cents		
0666	430	LF	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	Eighty four	Dollars	$ .84	$ 361.20
					Cents		
0666	772	LF	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	One	Dollars	$ 1.62	$ 1,250.64
				Sixty two	Cents		
				ROADWAY TOTAL		$ 307,217.28	

Tropical Contractors, LLC
lyz

BID FORM

HIDALGO COUNTY PRECINCT NO 1
BORDER COLONIA ACCESS PROJECT
CAP-12-049-02-15-YSI "ROAD AND DRAINAGE CONSTRUCTION FOR MID-VALLEY ESTATES SUBDIVISION"

DRAINAGE IMPROVEMENTS

ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE (In Words)		UNIT PRICE (In Figures)	TOTAL (In Figures)
0402	1019	LF	TRENCH EXCAVATION PROTECTION	Fifty	Dollars	$ 15.60	$ 15,896.40
				Sixty	Cents		
0464	76	LF	RC PIPE (CL III)(18 IN)	thirty six	Dollars	$ 36.00	$ 2,736.00
					Cents		
0464	418	LF	RC PIPE (CL III)(24 IN)	Forty eight	Dollars	$ 48.00	$ 20,064.00
					Cents		
0464	561	LF	RC PIPE (CL III)(30 IN)	Sixty	Dollars	$ 60.00	$ 33,660.00
					Cents		
0465	4	EA	INLET (COMPL)(TY H)	three thousand six hundred	Dollars	$ 3,600.00	$ 14,400.00
					Cents		
0465	1	EA	MANH (COMPL)(TY M)	three thousand six hundred	Dollars	$ 3,600.00	$ 3,600.00
					Cents		
0465	3	EA	MANH (COMPL)(TY A)	three thousand three hundred sixty	Dollars	$ 3,360.00	$ 10,080.00
					Cents		
0506	169	LF	TEMPORARY SEDIMENT CONTROL FENCE	Two	Dollars	$ 2.40	$ 405.60
				Forty	Cents		
0530	124	SY	DRIVEWAY (CONC)	sixty	Dollars	$ 60.00	$ 7,440.00
					Cents		
0530	1395	SY	DRIVEWAY (ACP)	fifty four	Dollars	$ 54.00	$ 75,330.00
					Cents		
0556	1475	LF	15" ADS CORRUGATED PIPE	forty five	Dollars	$ 45.60	$ 67,260.00
				sixty	Cents		
				DRAINAGE TOTAL		$ 250,872.00	

Bid Total	$ 558,089.28

OPENED 9:30 2-15-12 Witnessed

292

BIDDER/COMPANY NAME: TROPICAL CONTRACTING, LLC

AUTHORIZED SIGNATURE:

PRINTED NAME: CHARLES WINTERS

TITLE: PROJECT MANAGER

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 1 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: February 15, 2012 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR MID-VALLEY ESTATES SUBDIVISION"

BID NO: CAP-12-049-02-15-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	Bid Bond/ Cashier's Check
1.	Asago LLC, dba Asago Construction	$317,767.00	Bid Bond Included
2.	2GS, LLC	$382,066.35 Read Amount $381,886.35 Correct Amount	Bid Bond Included
3.	Jimmy Closner & Sons Const. Co., Inc.	$437,791.90	Bid Bond Included
4.	Tropical Contractors, LLC	$558,089.28	Bid Bond Included
5.			
6.			
7.			
8.			
9.			
10.			

AI-31881 **Purchasing Department** **18. E. 1.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending bid award and approval of contract document to the lowest and most advantageous bidder meeting all specifications and/or requirements for: Hidalgo County "Pest Control Services" RFB No. 2012-023-03-21-MEG

BACKGROUND

Current Contract will expire on May 12, 2012

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-419-40-220-001-0-425

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

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

various accounts- county wide projects

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-431-00-121-001-0-425

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

BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-452-00-121-013-0-425

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

BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-121-005-0-425

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

BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-005-0-425
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-006-0-425
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-432-00-122-001-0-425
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-452-00-122-008-0-425
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-004-0-425
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-452-00-123-008-0-425
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-123-004-0-425
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-425
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-005-0-425

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

BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-432-00-124-001-0-425

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

BUDGETARY IMPACT:

Attachments

Acceptance Sheet
Tabulation Sheet
Participating List
Departments Recommendations
CONTRACT
Email from Legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/25/2012 01:46 PM
Budget & Management	Merlen P. Munoz	04/25/2012 01:58 PM
Auditor's Office	agarcia	04/25/2012 02:19 PM
Form Started By: Elena Gomez		Started On: 04/12/2012 10:27 AM
Final Approval Date: 04/25/2012		

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: March 21, 2012	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Pest Control Services"

BID NO: 2012-023-03-21-MEG

NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT
1. Kill A Bug McAllen, Texas	**U**
2. Safeguard Harlingen, Texas	**U**
3. Pro Tech Pest Control McAllen, Texas	**U**
4.	
5.	
6.	
7.	
8.	
9.	
10.	

TUBLATION SHEET
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

Hidalgo County Sites: The following listed sites are to be billed to:		**Kill-A-Bug Pest Control McAllen, Texas**			**Safeguard Harlingen, Texas**		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Administration Bldg. 100 E. Cano Edinburg, Texas	28.00	2.50 per Linear footage	135.00	60.00	Subterranean Termite Treatment 2.00 Per LF 125.00 Minimum Dry wood Termite Treatment 3.00 LF , 125.00 Minimum as for every sheet	125.00 If Ladder Not Required 250.00 If requires as for every sheet
2	Courthouse 100 N. Closner Edinburg, Texas	38.00	2.50 per Linear footage	135.00	55.00		
3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	38.00	2.50 per Linear footage	135.00	55.00		
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	18.00	2.50 per Linear footage	135.00	45.00		
5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas	18.00	2.50 per Linear footage	135.00	50.00		
6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield Mission, Texas	28.00	2.50 per Linear footage	135.00	55.00		
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	18.00	2.50 per Linear footage	135.00	45.00		
8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	18.00	2.50 per Linear footage	135.00	45.00		
9	Extension Service 410 N. 13th Edinburg, Texas	18.00	2.50 per Linear footage	135.00	40.00		
10	DPS 410 N. 13th Edinburg, Texas	18.00	2.50 per Linear footage	135.00	40.00		
11	Health Department 1304 S. 25th Street Weslaco, Texas	18.00	2.50 per Linear footage	135.00	40.00		
12	McAllen License 300 E. Hackberry McAllen, Texas	18.00	2.50 per Linear footage	135.00	40.00		

Hidalgo County Sites: The following listed sites are to be billed to:		Kill-A-Bug Pest Control McAllen, Texas			Safeguard Harlingen, Texas		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	28.00	2.50 per Linear footage	135.00	55.00		
14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	18.00	2.50 per Linear footage	135.00	40.00		
15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	18.00	2.50 per Linear footage	135.00	40.00		
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	28.00	2.50 per Linear footage	135.00	40.00		
17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	18.00	2.50 per Linear footage	135.00	40.00		
18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	38.00	2.50 per Linear footage	135.00	40.00		
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	28.00	2.50 per Linear footage	135.00	50.00		
20	Mission License 722 Breyfogle Mission, Texas	18.00	2.50 per Linear footage	135.00	35.00		
21	Weslaco License 1902 Joe Stephens Weslaco, Texas	18.00	2.50 per Linear footage	135.00	35.00		
22	Community Resource Center/WIC 6th Street San Carlos, Texas	18.00	2.50 per Linear footage	135.00	45.00		
23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	28.00	2.50 per Linear footage	135.00	40.00		
24	JP Office 1902 Joe Stephens Weslaco, Texas	18.00	2.50 per Linear footage	135.00	35.00		
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	18.00	2.50 per Linear footage	135.00	50.00		

Hidalgo County Sites: The following listed sites are to be billed to:		Kill-A-Bug Pest Control McAllen, Texas			Safeguard Harlingen, Texas		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	48.00	2.50 per Linear footage	135.00	26.00		
27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	48.00	2.50 per Linear footage	135.00	75.00		
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	28.00	2.50 per Linear footage	135.00	45.00		
29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	48.00	2.50 per Linear footage	135.00	105.00		
30	430th District Court 111 South 9th Street Edinburg, Texas	18.00	2.50 per Linear footage	135.00	50.00		
31	Community Resource Center 509 E. Earling Road San Juan, Texas	18.00	2.50 per Linear footage	135.00	45.00		
32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	58.00	2.50 per Linear footage	135.00	65.00		
33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	18.00	2.50 per Linear footage	135.00	40.00		
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	18.00	2.50 per Linear footage	135.00	40.00		
35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	38.00	2.50 per Linear footage	135.00	50.00		
36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	38.00	2.50 per Linear footage	135.00	60.00		
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	18.00	2.50 per Linear footage	135.00	35.00		
38	Boy's and Girl's Club 6th St. San Carlos, Texas	18.00	2.50 per Linear footage	135.00	45.00		

Hidalgo County Sites: The following listed sites are to be billed to:		Kill-A-Bug Pest Control McAllen, Texas			Safeguard Harlingen, Texas		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	18.00	2.50 per Linear footage	135.00	40.00		
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	10.00	2.50 per Linear footage	135.00	35.00		
41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	18.00	2.50 per Linear footage	135.00	40.00		
42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	135.00	2.50 per Linear footage	135.00	180.00		
43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	18.00	2.50 per Linear footage	135.00	40.00		
44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	18.00	2.50 per Linear footage	135.00	40.00		
45	Buildings and Grounds –Storage (4 Buildings - 9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	28.00	2.50 per Linear footage	135.00	50.00		
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	18.00	2.50 per Linear footage	135.00	40.00		
47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	18.00	2.50 per Linear footage	135.00	50.00		
48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	28.00	2.50 per Linear footage	135.00	60.00		
49	Election Warehouse 317 N. Closner Edinburg, Tx	18.00	2.50 per Linear footage	135.00	40.00		
50	Pct 2 Multi Center Hall Acres Health/WIC/Auto Tax/ JP's/ Pct 2 Adm	35.00	2.50 per Linear footage	135.00	50.00		

Hidalgo County Sites: The following listed sites are to be billed to:		Kill-A-Bug Pest Control McAllen, Texas			Safeguard Harlingen, Texas		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
51	Pct 1 Sunrise Hill (2) Portable Buildings	28.00	2.50 per Linear footage	135.00	n/a		
52	Hidalgo Cty Substance Abuse & Primary Care Facilities 3105 E. Schunior- Edinburg, Texas	38.00	2.50 per Linear footage	135.00	50.00		

HIDALGO COUNTY PRECINCT NO. 1 SITES:
BILL TO ADDRESS:
1902 Joe Stephens
Weslaco, Texas 78596
Contact: Noe Montez 956-968-8733

Hidalgo County Sites:		Kill-A-Bug Pest Control McAllen, Texas			Safeguard Harlingen, Texas		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	18.00	2.50 per Linear footage	135.00	29.00		
2	Precinct No. 1 Parks Office- Delta Lake & Shop	28.00	2.50 per Linear footage	135.00	39.00		
3	Precinct No. 1 Shop- 1902 Joe Stephens (Rear) Weslaco, Texas	18.00	2.50 per Linear footage	135.00	29.00		
4	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	28.00	2.50 per Linear footage	135.00	39.00		
5	Sunrise Hill-Pavilion Weslaco, Tx	28.00	2.50 per Linear footage	135.00	39.00		
6	Veteran Park Facilities Monte Alto, Tx	18.00	2.50 per Linear footage	135.00	29.00		
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	18.00	2.50 per Linear footage	135.00	29.00		

HIDALGO COUNTY PRECINCT NO. 2 SITES:
BILL TO ADDRESS:
301 E. State
Pharr, Texas 78577
Contact: Yolanda Cisneros 956-787-1891

	Hidalgo County Sites:	**Kill-A-Bug Pest Control McAllen, Texas**			**Safeguard Harlingen, Texas**		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Corner of State & Birch 301 E. State Pharr, Tx	18.00	2.50 per Linear footage	135.00	29.00		
2	Corner of State & Corner Office 329 E. State Pharr, Texas	18.00	2.50 per Linear footage	135.00	29.00		
3	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Texas	18.00	2.50 per Linear footage	135.00	29.00		
4	Cypress Street- 109 N. Cypress Pharr, Texas	18.00	2.50 per Linear footage	135.00	29.00		
5	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	28.00	2.50 per Linear footage	135.00	29.00		
6	McAllen Palmer Pavilion 301 E. Hackberry #R McAllen, Tx	18.00	2.50 per Linear footage	135.00	29.00		
7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	18.00	2.50 per Linear footage	135.00	28.00		
8	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	18.00	2.50 per Linear footage	135.00	28.00		
9	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	18.00	2.50 per Linear footage	135.00	28.00		
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	18.00	2.50 per Linear footage	135.00	28.00		

HIDALGO COUNTY PRECINCT NO. 3 SITES:
BILL TO ADDRESS:
724 N. Breyfogle - Mission, Texas78574
Contact Person: Norma Ceballos 956-585-4509

	Hidalgo County Sites:	**Kill-A-Bug Pest Control McAllen, Texas**			**Safeguard Harlingen, Texas**		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	18.00	2.50 per Linear footage	135.00	28.00		
2	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	18.00	2.50 per Linear footage	135.00	28.00		
3	Los Ebanos Pavilion- Los Ebanos, TX	18.00	2.50 per Linear footage	135.00	28.00		
4	Anzalduas Park Office 6 Miles South Conway Mission, Tx	18.00	2.50 per Linear footage	135.00	28.00		
5	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	18.00	2.50 per Linear footage	135.00	28.00		
6	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	28.00	2.50 per Linear footage	135.00	28.00		
7	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, Tx	18.00	2.50 per Linear footage	135.00	28.00		

HIDALGO COUNTY PRECINCT NO. 4 SITES:
BILLING ADDRESS:
1102 N. Doolittle Road Edinburg, Texas 78541
Contact: Gloria Beltran 956-383-3112

	Hidalgo County Sites:	**Kill-A-Bug Pest Control McAllen, Texas**			**Safeguard Harlingen, Texas**		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Hidalgo Cty Pct 4 (Office) 1102 N. Doolittle Edinburg, Texas	18.00	2.50 per Linear footage	135.00	29.00		
2	Hidalgo Cty Pct 4 (Shop Office & Vehicle Services Area) 1102 N. Doolittle Edinburg Texas	18.00	2.50 per Linear footage	135.00	29.00		
3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	18.00	2.50 per Linear footage	135.00	29.00		
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	18.00	2.50 per Linear footage	135.00	29.00		

ADDITIONAL SITES :
BILLING ADDRESS: depending on the department requesting services

	Hidalgo County Sites:	**Kill-A-Bug Pest Control McAllen, Texas**			**Safeguard Harlingen, Texas**		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1		28.00	2.50 per Linear footage	135.00	50.00		
2		28.00	2.50 per Linear footage	135.00	50.00		

- Call will include multiple Bee eradication at the same site in the same day.
- Addition sites: Vendor must submit a bid as a fixed flat rate, Hidalgo County will not except per sq. ft for additional sites.

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

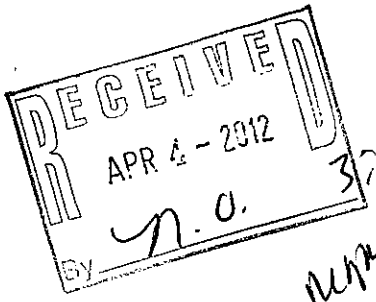
BID OPENING DATE: March 21, 2012 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY - PEST CONTROL SERVICES"
BID NO.: 2012-023-03-21-MEG

NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
Valley Pest Management Attn: Judith Abrecon	Email	Elena Gomez	02/27/12	PO Box 5041 McAllen, Tx 78502 (956) 668-7378 office valleypestmgt@aol.com
Terminix International Attn: Jared Anderson	Email	Elena Gomez	02/27/12	8002 Westway Drive Harlingen, Tx 78550 (956)430-0700 office (956)421-3145-fax Tmx2410@terminix.com janderson@terminix.com
Pro-Tech Pest Control Attn: Raul Martinez	Email	Elena Gomez	02/27/12	P.O. Box 4254 McAllen, Tx 78502 (956) 702-3876-office (956)702-7040-fax Ptpestcontrol@hotmail.com
Lone Star State Pest Control, Inc. Attn: Justin Ramsey	Email	Elena Gomez	02/27/12	507 E. Schunior St. Edinburg, TX 78539 (956)383-2511 office (956)383-2516 fax (956)605-7378 cell lonestarpc@sbcglobal.net
Esparza Pest Control Attn: Rick Balderas	Email	Elena Gomez	02/27/12	5602 S. Sugar Rd. Edinburg, TX 78539 (956)383-4621office (956)702-0000 fax rickb@epestinc.com service@epestinc.com
Mid-Valley Pest Control Attn: Benito Campos	Email	Elena Gomez	02/27/12	8002 E. Curry Edinburg, Tx 78539 (956)383-2651 office (956)383-4220 fax Themartian12@sbcglobal.net
Orkin Pest Control Attn: John Zamora	Email	Elena Gomez	02/27/12	222 Hanmore Blvd Harlingen, Tx 78550 (956)423-7196 office (956)412-1532 fax Jzamora1@orkin.com
Kill-A-Bug Pest Control	Email	Elena Gomez	02/27/12	956-655-1698 killabugpc@yahoo.com
Safeguard Pest Juan Martinez	Email	Elena Gomez	02/27/12	8010 Westway Dr., Harlingen, TX 78552 956-425-1386 956-686-7233 customerservice@safeguardpcrgv.com
AAA Pest Control mag4224@gmail.com	Email	Elena Gomez	02/28/12	2508 E. Main Ave Alton Tx. 78573 Ph. (956) 584-8989 Fax. (956) 581-9306

The Mercury Consulting Group, Inc. Alan VanKirk, MBA	Email	Elena Gomez	02/29/12	1029 Peachtree Parkway North, Suite 234 Peachtree City, GA 30269 800.791.2630 fax: 678.369.8100 www.getmorework.com
Tri Star Pest Control Roland Gomez	IP	Elena Gomez	03/05/12	2409 Sekon St. Edinburg, Texas 78542 956-219-5814 cell 956-624-2333 tristarpc@yahoo.com hom13@yahoo.com
Prime Vendor Inc Erika Russ	Email	Elena Gomez	03/05/12	4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429 Phone: 800 746-9554 Fax: 800 746-8307 bids17@prime-vendor.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

MEMORANDUM



TO: **FACILITIES MANAGEMENT**

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: March 26, 2012

RE: Request Recommendation for RFB 2012-023-03-21-MEG
"Pest Control Services"

Attach you will find a copy of the bid tabulation form and copies of all three (3) participants bid page for the above referenced project for your review and consideration. Please reply with your recommendation. We will attempt to present award of bid/contract at the next Commissioners Court Meeting therefore; please reply by 10:00 a.m. Monday April 2, 2012.

Indicate recommendations or concerns on the space provided below and reply via email: elena.gomez@co.hidalgo.tx.us or fax 956-292-7612. Please include the account number(s) for the above mentioned project.

Should you have any questions or require further information, do not hesitate to call me at 318-2626 extension 4855. Thank you for your attention and cooperation to this matter.

Award to Vendor(s):	Recommendation
Kill-A-Bug Pest Control	Award

Budget Acct №: 2-1100-419-40-220-001-0-425

Department: Facilities Management

Concerns: NO

Authorized Signature | Daniel Flores (Printed Name) | 4/4/12 (Date)

Pct 1

MEMORANDUM

TO: **ALL PRECINCTS and FACILITIES MANAGEMENT**

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: April 12, 2012

RE: Request Recommendation for RFB 2012-023-03-21-MEG
"Pest Control Services"

Attach you will find a copy of the bid tabulation form and copies of all two (2) participants bid page for the above referenced project for your review and consideration. Please reply with your recommendation. We will attempt to present award of bid/contract at the next Commissioners Court Meeting therefore; please reply by **10:00 a.m. Monday April 16, 2012.**

Indicate recommendations or concerns on the space provided below and reply via email: elena.gomez@co.hidalgo.tx.us or fax 956-292-7612. Please include the account number(s) for the above mentioned project.

Should you have any questions or require further information, do not hesitate to call me at 318-2626 extension 4855. Thank you for your attention and cooperation to this matter.

Award to Vendor(s):	Recommendation
Kill A Bug Pest	Low Bidder

Budget Acct №: _____

Department: Pct 1

Concerns: 2-1100-431-00-121-001-0-425

Noe Mtz — Noe Mtez — 4/16/12

Authorized Signature — Printed Name — Date

2-1100-452-00-121-013-0-425
2-1200-431-00-121-005-0-425

Pct 2

MEMORANDUM

TO: **ALL PRECINCTS and FACILITIES MANAGEMENT**

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: April 12, 2012

RE: Request Recommendation for RFB 2012-023-03-21-MEG
"Pest Control Services"

Attach you will find a copy of the bid tabulation form and copies of all two (2) participants bid page for the above referenced project for your review and consideration. Please reply with your recommendation. We will attempt to present award of bid/contract at the next Commissioners Court Meeting therefore; please reply by 10:00 a.m. Monday April 16, 2012.

Indicate recommendations or concerns on the space provided below and reply via email: elena.gomez@co.hidalgo.tx.us or fax 956-292-7612. Please include the account number(s) for the above mentioned project.

Should you have any questions or require further information, do not hesitate to call me at 318-2626 extension 4855. Thank you for your attention and cooperation to this matter.

Award to Vendor(s):	Recommendation
Kill-A-Bug Pest Control	Pg 6 - Bill address changed to
	300 W. Hall Acres Rd. Ste. G., Pharr, TX
	Lowest Bidder

Budget Acct №: 2/1200.431.00.122.005.0/425; 2/1200.431.00.122.006.0/425
2/1100.432.00.122.001.0/425; 2/1100.432.00.122.008.0/425; 2/1200.431.00.122.004.0/42

Department: Hidalgo County Precinct No. 2

Concerns: *Item 50 Please bill "Pct. 2 Admin." Separate.

Yolanda Cisneros — Yolanda Cisneros — 4/17/2012

Authorized Signature — Printed Name — Date

M E M O R A N D U M

Pct 3

TO: **ALL PRECINCTS and FACILITIES MANAGEMENT**

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: April 12, 2012

RE: Request Recommendation for RFB 2012-023-03-21-MEG
"Pest Control Services"

Attach you will find a copy of the bid tabulation form and copies of all two (2) participants bid page for the above referenced project for your review and consideration. Please reply with your recommendation. We will attempt to present award of bid/contract at the next Commissioners Court Meeting therefore; please reply by 10:00 a.m. Monday April 16, 2012.

Indicate recommendations or concerns on the space provided below and reply via email: elena.gomez@co.hidalgo.tx.us or fax 956-292-7612. Please include the account number(s) for the above mentioned project.

Should you have any questions or require further information, do not hesitate to call me at 318-2626 extension 4855. Thank you for your attention and cooperation to this matter.

Award to Vendor(s):	Recommendation
Kill-A-Bug Pest Control	Lowest Bid

Budget Acct №: 2-180-431-10-123-004-0-435, 2-110-452-20-123-005-0-435

Department: Precinct #3

Concerns: _____

Jose M. Flores — Jose. M. Flores — 4/13/2012

Authorized Signature — Printed Name — Date

Elena

Need to add - Pct #3 Training Equipment Yard 1/4 - 2500 W. Trenton Rd Pharr
Pct #3 Pavilion / Conference Building - 724 N. Bentsen Rd Pharr

Pct 4

MEMORANDUM

TO: **ALL PRECINCTS and FACILITIES MANAGEMENT**

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: April 12, 2012

RE: Request Recommendation for RFB 2012-023-03-21-MEG
"Pest Control Services"

Attach you will find a copy of the bid tabulation form and copies of all two (2) participants bid page for the above referenced project for your review and consideration. Please reply with your recommendation. We will attempt to present award of bid/contract at the next Commissioners Court Meeting therefore; please reply by 10:00 a.m. Monday April 16, 2012.

Indicate recommendations or concerns on the space provided below and reply via email: elena.gomez@co.hidalgo.tx.us or fax 956-292-7612. Please include the account number(s) for the above mentioned project.

Should you have any questions or require further information, do not hesitate to call me at 318-2626 extension 4855. Thank you for your attention and cooperation to this matter.

Award to Vendor(s):	Recommendation
Kill-A-Bug Pest Control	Lowest Bidder
2-1200-431	00-124-007-0-425

Budget Acct №: 2-1200-431-00-124-005-0-425 002

Department: Hidalgo Co. Pct #4 2-1100-432-00-124-001-0-425

Concerns:

Gloria A. Beltran Gloria A. Beltran 4/12/12

Authorized Signature Printed Name Date

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-023-05-01

THIS CONTRACT is made and entered into this **5th** day of **May, 2012** by and between the **County of Hidalgo, Texas** ("County"), and **ROBERT SANCHEZ** d/b/a **KILL A BUG PEST CONTROL** ("Company").

WHEREAS, Company responded to advertised notices for bids for: **"PEST CONTROL SERVICES" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the

Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **May 13, 2012** and expiring on **May 12, 2013** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of

such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Company:	Robert Sanchez d/b/a Kill A Bug Pest Control Attn: Robert Sanchez, Owner 4913 South 24th Street McAllen, Texas 78503

13. 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.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **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).

WITNESS our hands in duplicate originals this _____day of _____, 2012.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY: ROBERT SANCHEZ d/b/a
KILL A BUG PEST CONTROL

By:_____
Printed Name: Robert Sanchez
Title: Owner

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"PEST CONTROL SERVICES"
Bid No: 2012-023-03-21-MEG

1. **Request for Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 7 pages.**
4. **Exhibit "B" Bid Page consisting of 7 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 5 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application, consisting of 2 pages.**
8. **W-9 form, consisting of 4 pages.**
9. **Certifications Regarding Debarment consist of 1 page.**
10. **Draft Service Contract, consisting of 9 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 or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

February 27, 2012
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

February 27, 2012

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Pest Control Services"**
Bid No: 2012-023-03-21-MEG

Dear Gentlemen:

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

Bid No: 2012-023-03-21-MEG	Buyer II: Elena Gomez	Tel. No: (956) 318-2626 ext 4855

REQUEST FOR BIDS

HIDALGO COUNTY
"PEST CONTROL SERVICES"

BID OPENING DATE:
MARCH 21, 2012

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 – PEST CONTROL SERVICES"**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 and or/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 No. 2012-023-03-21-MEG- HIDALGO COUNTY- PEST CONTROL SERVICES"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas**, on or before 9:30 A.M, WEDNESDAY MARCH 21, 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 No.-2012-023-03-21-MEG--HIDALGO COUNTY-PEST CONTROL SERVICES".**

   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-PEST CONTROL SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 A.M.	**MARCH 21, 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 the County.
22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a

bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or

disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO.: Bid No: 2012-023-03-21-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
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: _____

SCOPE OF SERVICES:

Hidalgo County is seeking to contract with a qualified vendor (s) to contract for Pest Control Services. Under this contract, pest control is the use of properly registered pesticides and/or the use of approved devices at scheduled times and at pre-planned intervals to provide adequate and acceptable levels of insect and rodent population suppression at the County premises covered by this contract. It is intended that the pest control service will be within Hidalgo County and shall be awarded to a "primary" and "secondary" vendor. Exhibit "B" lists the Hidalgo County sites to be serviced **with an option to add or delete sites.** Walk through's may be scheduled upon Contractors request.

REQUIREMENTS/SPECIFICATIONS:

The Contractor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment of pest control services for all areas and buildings specified herein including all rooms, closets, toilets, kitchens, hallways, stairwells, attics, elevators, plus any other building portion or part not specifically described herein.

Full treatment pest control services will include inspection and treatment for rats, mice, roaches, moths, ticks, silverfish, ants, earwigs, fleas, scorpions, spiders, wasps, crickets, flies, centipedes, snakes, millipedes and yellow jackets plus any other pests not specifically excluded from the contract both inside and outside. Rat and mouse infestations located in burrows in the ground adjacent to buildings are included. If any pests are discovered by County personnel, the Contractor will respond within 24 hours after notification to correct the situation.

When necessary to install rodent bait boxes, the Contractor will supply a written report to the County which indicates the box location, date of installation, and removal.

Services will be performed by the Contractor during regular hours of operation in the various buildings, except when special conditions require servicing to be done when a building or area is vacated after regular working hours or on weekends. There will be no additional charge for this service.

1. Vendor must have been in the commercial structural pest control business for a minimum of three (3) years. Provide documentation of applicable licenses, certification, and/or commercial experience for vendor, Certified Commercial Applicator, and Licensed Commercial Technician when requested by Hidalgo County. Hidalgo County reserves the right to request documentation at any time during the service period.

2. All scheduled service shall be performed during the regular business hours of 8:00 A.M. to 5:00 P.M., Monday through Friday. Unless otherwise instructed by Hidalgo County Facilities Management, at no additional charge to the County

3. Walk through to any of the sites may be scheduled upon Vendors request.

4. The Vendor shall furnish a copy of their current Structural Pest Control Business License with bid.

5. Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals used in performance of the service.

6. Additional services include bee eradication and/or termite treatment.

7. Termite checks /findings must also be included and provided to the Hidalgo County Facilities Management Department Director; however, termite treatment will be done on an as-needed basis.

8. Material, products and/or methods for termite control shall be in accordance with the State Structural Pest Control Board regulations.

9. Each pesticide product or device shall be registered by the EPA and/or the Texas Department of Agriculture for termite control and shall be approved by the Structural Pest Control Board.

10. Termite Control Work for subterranean Termite Post Construction Treatment, subterranean Termite Pre-Construction, Partial Treatment, and Spot Treatment, shall be in accordance with the Structural Pest Control Act.

11. Contractor shall submit a disclosure document Statement and cost Estimate as outlined by the State of Texas Structural Pest Control Board treatment Standards for Termite Control, to Hidalgo County Facilities Management Department. Before conducting any termite treatment

CONTRACTOR RESPONSIBILITIES:

Contractor must also inspect site for possible usage of habitat for nocturnal flying mammals, (Bats), without incurring any additional cost.

The Contractor is to coordinate all work with the Hidalgo County for the area being treated and with an inspection and service schedule at the start of the treatment program. A County representative must sign a service ticket to authenticate that service was performed at each building.

A copy of this signed statement must be included with each monthly invoice.

The Contractor is responsible for the implementation of the pest control programs required by this contract. The Contractor is responsible for providing pesticide applicators who have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control programs required by this contract.

The Contractor is further responsible for the pest control programs required under this contract fully complying with the applicable Federal, State, and local pesticide laws and regulations within the legal jurisdiction that the premises covered by this contract are located.

The Contractor shall report to Hidalgo County any evidence or conditions conducive to pest infestation, which is not covered in the contract, at the time such condition is first noticed.

The Contractor shall provide one call-back service per month at no additional charge to Hidalgo County. Call-back service will be in request by Hidalgo County when previous treatment fails to control the pests specified herein.

CONTRACT PRICE:

An individual Bid Price must be submitted for each building listed. Prices must be firm for the entire contract period and each consecutive contract period. Prices shall include travel cost.

SERVICE SCHEDULE:

At mutually agreeable dates, the contract awarded vendor shall meet with Hidalgo County to review and approve scheduling prior to beginning of work. Vendor shall be prepared to provide tentative dates and a schedule to accomplish the specified work. Upon completion of all meetings, vendor shall prepare Hidalgo County Purchasing an approved service schedule for all departments in a spreadsheet type format outlining the dates and times service will be performed.

1. All services must be based on a monthly service fee (regular treatment i.e. roaches, bats, ants, wasps, fleas, yellow jackets, rats, mice crickets, silverfish, spiders, and scorpions, etc. Termites treatment, and Bee eradication)

2. Additional sites will be priced based on **fixed rate** on a monthly and/or as needed basis. Due to new Facilities becoming available during the term of this bid, **Revisions may be made in the event a building is added or deleted from the services.**

3. A Purchase Order must be obtain before any services are rendered, the County will not be held responsible for payment of items/services delivered without authorized purchase orders.

SPECIAL SERVICE DUE TO RE-INFESTATION:

Special service to address re-infestation shall be provided during or after hours, as requested by Hidalgo County. Vendor shall respond to request for special service within 24 hours of notification and shall be provided at no additional cost to Hidalgo County until the infestation is under control or eliminated.

EMERGENCY SERVICE DUE TO RE-INFESTATION:

Emergency services due to re-infestation, defined as only those services which Hidalgo County considers to be hazardous or detrimental to employee health or negatively affect Hidalgo County operations, shall be provided under the regular monthly service at no additional cost to Hidalgo County. Vendor shall respond to the request for emergency service and be on-site within four hours of notification by Hidalgo County when request is made between the hours of 8:00 AM and 5:00 PM. Emergency service will only be requested when the above definition is met, otherwise the re-infestation will be requested as a special service.

Inside and outside treatment shall include the placement of rat or rodent control bait in and around the building as required. Technician shall place bait in areas or devices that will prevent ingestion by other pets and not accessible to the public. Vendor shall provide on an as-needed basis a minimum amount of two rodent trapping devices per building at no charge to Hidalgo County.

Vendor shall determine the type and quantity of chemicals and compounds and ensure that they are used in strict conformance with the manufacturer's instructions and specifically approved for areas in which they are to be used.

Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals used in performance of the service.

Vendor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized Hidalgo County Representative. Vendor shall remove from the premises and dispose of all chemical containers and packaging used in performance of the service and properly dispose of dead rodents and pest in strict accordance with all applicable federal, state and local laws and regulations.

TERM OF CONTRACT:

1. The Contract unit prices will remain firm for an initial of one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) year terms under the same rates, terms and conditions. Prices shall include travel cost.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

Hidalgo County reserves the right to award to the lowest qualified bid to one bidder or to multiple bidders if the County determines it is in the best interest to do so

6. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

7. 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.

8. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

9. 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.

10. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the

contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s) or other vendor. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

PRE-BID CONFERENCE

A pre-bid conference will be held on **Monday March 05, 2012 at 9:30 A.M.** In Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements. It is the responsibility of the bidder to acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO elena.gomez@co.hidalgo.tx.us by NO LATER THAN TUESDAY MARCH 06, 2012 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later *than* **MONDAY, MARCH 12, 2012@ 5:00 P.M..**.

EXHIBIT "A"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2012-023-03-21-MEG
SERVICE SITE LIST

The following listed sites are to be billed to:

HIDALGO COUNTY FACILITIES MANAGEMENT
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539

Point of Contact: Daniel Flores 956-289-7850, 289-7851, 289-7852 or 289-7855 956-318-2648- fax

1	Administration Building 100 E. Cano Edinburg, Texas	2	Courthouse 100 N. Closner Edinburg, Texas	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	5	Old Juvenile Detention (County Morgue) 3100 S. Hwy 281 Edinburg, Texas	6	Precinct No. 3- Office (f/k/a La Mansion) 2401 N. Moorefield Mission, Texas
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	9	Extension Service 410 N. 13th Edinburg, Texas
10	DPS 410 N. 13th Edinburg, Texas	11	Health Department 1304 S. 25th Street Edinburg, Texas	12	McAllen License (Vacant POC Fac. Mgmt) 300 E. Hackberry McAllen, Texas
13	San Carlos Warehouse (POC- Fac. Mgmt) E. 107 & 6 Street San Carlos, Texas	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	15	McAllen Health 300 E. Hackberry McAllen, Texas
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	17	Pharr/WIC Clinic (1/2 Bldg Vacant) 1905 Fir Street Pharr, Texas	18	JP's, Constable Offices, Health & WIC Clinics 708 N. Edinburg St. (CRC) Elsa, Texas
19	WIC Clinics (1/2 Bldg Vacant) Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Tx	20	Mission License 722 Breyfogle Mission, Texas	21	Weslaco License 1902 Joe Stephens Weslaco, Texas
22	Community Resource Center/WIC 6th Street San Carlos, Texas	23	Hidalgo Health/WIC Clinic 702 E. Tejano Hidalgo, Texas	24	JP Office's (2) 1902 Joe Stephens Weslaco, Texas
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	26	After Care Program (Bill Separately) 1711 N. Bridge Weslaco, Texas	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas
28	Health /WIC Clinic State of Tx tick eradication 211 South Schuerbach Mission, Tx	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Texas	30	430th District Court 111 South 9th Street Edinburg, Texas
31	Community Resource Center 509 E. Earling Road San Juan, Texas	32	Restitution Center (Bill Fac Mgmt) 1124 N. M Road Edinburg, Texas	33	Horizon Building (JP's) 224 N. 12 Ave. Edinburg, Texas
34	Bennet Building (JP's) 216 N. 12 Ave. Edinburg, Texas	35	Adult Probation Facility 3100 S. Bus. 281, Bldg.-B Edinburg, Tx	36	Administration Building (fka K-Mart Bldg) 2802 S. Bus. Hwy 281 Edinburg, Tx
37	JP'S AND CONSTABLES OFFICES 730 Breyfogle Mission, Texas	38	Boy's and Girl's Club 6th St. San Carlos, Texas	39	Progreso Resource Center 5 Miles South Bus. 83 on FM 1015 Progreso, Texas
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	41	Facilities Management Office 3100 S. 281, Bldg.-D Edinburg, Texas	42	Juvenile Justice Center(approx.140,000 sq. ft) 1001 N. Doolittle Edinburg, Texas
43	HIDTA Task Force -Offices 3100 S. Closner Edinburg, Tx	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, Tx	45	Facilities Management -Storage (4 Buildings -9964 sq ft total) 3100 S Bus. 281, Bldgs. D-G Edinburg, TX
46	County Clerks- Document Storage (f/n/a Robert Chevrolet) 317 N. Closner Edinburg, Tx	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, Tx	48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516
49	Election Warehouse 317 N. Closner Edinburg, Tx	50	Pct 2 Multi Center Hall Acres Health/WIC/Auto Tax/ JP's/ Pct 2 Adm.	51	Pct 1 Sunrise Hill (2) Portable Buildings
52	Hidalgo Cty Substance Abuse & Primary Care Facilities 3105 E. Schunior Edinburg, Texas				

OTHER COUNTY SITES:

53	ADDITIONAL COUNTY BUILDINGS (price per month)

	HIDALGO COUNTY PRECINCT NO. 1 SITES:	**BILLING ADDRESS:**
1.	1902 Joe Stephens- Weslaco, Texas	1902 Joe Stephens Weslaco, Texas 78596 Point of Contact: Noe Montez 956-968-8733
2.	Precinct No. 1 Parks Office- Delta Lake & shop	
3.	Precinct No. 1 Shop- 1902 Joe Stephens (Rear), Weslaco, Tx	
4.	Precinct No. 1 Two (2) each Portable Buildings at Sunrise Hill Park, Weslaco, Tx	
5.	Sunrise Hill- Pavilion, Weslaco, Tx	
6.	Veterans Park Facilities, Monte Alto, Tx	
7.	Collection Site (UNDER CONTRUCTION) North of Sunrise Hill Park, Weslaco Tx	

	HIDALGO COUNTY PRECINCT NO. 2 SITES:	**BILLING ADDRESS:**
1	Corner of State & Birch- 301 E. State - Pharr	301 E. State Pharr, Texas 78577 Point of Contact: Yolanda Cisneros 956-787-1891
2	Corner of State & Corner Office- 329 E. State- Pharr	
3	Mechanic Precinct No. 2 Shop- 329 E. State- Pharr	
4	Cypress Street- 109 N. Cypress- Pharr	
5	Las Milpas- Pharr- 3 Buildings- 6 ½ Miles S. 281	
6	McAllen Palmer Pavilion- 301 E. Hackberry #R- McAllen	
7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R- McAllen	
8	McAllen House- 301 E. Hackberry- #HSE- McAllen	
9	Pharr-Lopezville-Rodríguez & Minnesota (RR)	
10	Office- El Gato Collection Site- El Gato Road East Of Tower- Alamo	

	HIDALGO COUNTY PRECINCT NO. 3 SITES:	**BILLING ADDRESS:**
1	Veteran Pavilion- 1 Mile South Inspiration Road- Mission	724 N. Breyfogle Mission, Texas 78574 Point of Contact: Norma Ceballos 956-585-4509
2	Barbecue House, 1 Mile South Inspiration Road- Mission	
3	Los Ebanos Pavilion- Los Ebanos	
4	Anzalduas Park Office, 6 Miles South Conway- Mission	
5	Hidalgo County Precinct No. 3 Office -724 N. Breyfogle- Mission	
6	Hidalgo County Precinct No. 3 Office-7 Mile Line between Iowa and Texan Rd	
7	Motor Pool (mechanic shop)- 7 Mile Line between Iowa and Texan Rd	

	HIDALGO COUNTY PRECINCT NO. 4 SITES:	**BILLING ADDRESS:**
1	Precinct No. 4 Office- 1102 N. Doolittle- Edinburg Tx	1102 N. Doolittle Road Edinburg, Texas 78541 Point of Contact: Gloria Beltran 956-383-3112
2	Precinct No. 4 Shop Office & Vehicle Service Area- 1102 N. Doolittle-Edinburg, Tx	
3	Precinct No. 4 Recovery Center- 1102 N. Doolittle, Edinburg Tx	
4	Precinct No. 4 Office -1051 N. Doolittle- Edinburg, Tx (Multi Purpose Facility, Mechanical Shop, Storage Facility etc.)	

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

	Hidalgo County Sites: The following listed sites are to be billed to:	COMMODITY CODE 910-59 PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Administration Bldg. 100 E. Cano Edinburg, Texas	$	$	$
2	Courthouse 100 N. Closner Edinburg, Texas	$	$	$
3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	$	$	$
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	$	$	$
5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas	$	$	$
6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield Mission, Texas	$	$	$
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	$	$	$
8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	$	$	$
9	Extension Service 410 N. 13th Edinburg, Texas	$	$	$
10	DPS 410 N. 13th Edinburg, Texas	$	$	$
11	Health Department 1304 S. 25th Street Weslaco, Texas	$	$	$
12	McAllen License 300 E. Hackberry McAllen, Texas	$	$	$
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$	$	$

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$	$	$
15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	$	$	$
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	$	$	$
17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$	$	$
18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	$	$	$
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$	$	$
20	Mission License 722 Breyfogle Mission, Texas	$	$	$
21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$	$	$
22	Community Resource Center/WIC 6th Street San Carlos, Texas	$	$	$
23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$	$	$
24	JP Office 1902 Joe Stephens Weslaco, Texas	$	$	$
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	$	$	$
26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$	$	$

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$	$	$
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	$	$	$
29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$	$	$
30	430th District Court 111 South 9th Street Edinburg, Texas	$	$	$
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$	$	$
32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$	$	$
33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	$	$	$
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	$	$	$
35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$	$	$
36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$	$	$
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$	$	$
38	Boy's and Girl's Club 6th St. San Carlos, Texas	$	$	$
39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$	$	$

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	$	$	$
41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	$	$	$
42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	$	$	$
43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	$	$	$
44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	$	$	$
45	Buildings and Grounds –Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	$	$	$
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$	$	$
47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	$	$	$
48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	$	$	$
49	Election Warehouse 317 N. Closner Edinburg, Tx	$	$	$
50	Pct 2 Multi Center Hall Acres Health/WIC/Auto Tax/ JP's/ Pct 2 Adm	$	$	$
51	Pct 1 Sunrise Hill (2) Portable Buildings	$	$	$
52	Hidalgo Cty Substance Abuse & Primary Care Facilities 3105 E. Schunior Edinburg, Texas	$	$	$

HIDALGO COUNTY PRECINCT NO. 1 SITES:		**BILL TO ADDRESS:** 1902 Joe Stephens Weslaco, Texas 78596 Contact: Noe Montez 956-968-8733		
Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	$	$	$
2	Precinct No. 1 Parks Office- Delta Lake & Shop	$	$	$
3	Precinct No. 1 Shop- 1902 Joe Stephens (Rear) Weslaco, Texas	$	$	$
4	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park. Weslaco TX.	$	$	$
5	Sunrise Hill-Pavilion Weslaco, Tx	$	$	$
6	Veteran Park Facilities Monte Alto, Tx	$	$	$
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	$	$	$

HIDALGO COUNTY PRECINCT NO. 2 SITES:		**BILL TO ADDRESS:** 301 E. State Pharr, Texas 78577 Contact: Yolanda Cisneros 956-787-1891		
Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1	Corner of State & Birch 301 E. State Pharr, Tx	$	$	$
2	Corner of State & Corner Office 329 E. State Pharr, Texas	$	$	$
3	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Texas	$	$	$
4	Cypress Street- 109 N. Cypress Pharr, Texas	$	$	$
5	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$	$	$
6	McAllen Palmer Pavilion 301 E. Hackberry #R McAllen, Tx	$	$	$

7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	$	$	$
8	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$	$	$
9	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$	$	$
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$	$	$

HIDALGO COUNTY PRECINCT NO. 3 SITES:		**BILL TO ADDRESS:** 724 N. Breyfogle Mission, Texas78574 Contact Person: Norma Ceballos 956-585-4509		
Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$	$	$
2	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	$	$	$
3	Los Ebanos Pavilion- Los Ebanos, TX	$	$	$
4	Anzalduas Park Office 6 Miles South Conway Mission, Tx	$	$	$
5	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	$	$	$
6	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	$	$	$
7	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, Tx	$	$	$

HIDALGO COUNTY PRECINCT NO. 4 SITES:		BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112		
Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$	$	$
2	Hidalgo Cty. Pct. 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$	$	$
3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	$	$	$
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	$	$	$

ADDITIONAL SITES		BILLING ADDRESS: depending on the department requesting services		
Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1		$	$	$
2		$	$	$

- Call will include multiple Bee eradication at the same site in the same day.
- Addition sites: Vendor must submit a bid as a fixed flat rate, Hidalgo County will not except a per sq. ft for additional sites.

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 shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

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 LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

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

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

☐ Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____.
2. 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.:**

Revised12/14/06

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"

VENDOR'S BID and TAB SHEET

ORIGINAL

Bid
for
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO.: Bid No: 2012-023-03-21-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
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: Kill-A-Bug Pest Control
Address: 4913 S. 24th street
By: [signature]
Printed Name: Robert Sanchez
Title: Owner

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

	Hidalgo County Sites: The following listed sites are to be billed to:	COMMODITY CODE 910-59 PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Administration Bldg. 100 E. Cano Edinburg, Texas	$ 28.00	$ 2.50 per Linear footage	$ 135.00
2	Courthouse 100 N. Closner Edinburg, Texas	$ 38.00	$ 2.50 per Linear footage	$ 135.00
3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	$ 38.00	$ 2.50 per Linear footage	$ 135.00
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	$ 18.00	$ 2.50 per Linear footage	$ 135.00
5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield Mission, Texas	$ 28.00	$ 2.50 per Linear footage	$ 135.00
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
9	Extension Service 410 N. 13th Edinburg, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
10	DPS 410 N. 13th Edinburg, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
11	Health Department 1304 S. 25th Street Weslaco, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
12	McAllen License 300 E. Hackberry McAllen, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$ 28.00	$ 2.50 per Linear footage	$ 135.00

OPENED
9:43
3-21-12
Witnessed

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	$ 28.00	$ 2.50 per Linear footage	$ 135.00
17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	$ 38.00	$ 2.50 per Linear footage	$ 135.00
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$ 28.00	$ 2.50 per Linear footage	$ 135.00
20	Mission License 722 Breyfogle Mission, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
22	Community Resource Center/WIC 6th Street San Carlos, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$ 28.00	$ 2.50 per Linear footage	$ 135.00
24	JP Office 1902 Joe Stephens Weslaco, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$ 48.00	$ 2.50 per Linear footage	$ 135.00

OPENED
9:43
3-21-12
Witnessed

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$ 48.00	$2.50 per Linear footage	$ 135.00
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	$ 28.00	$2.50 per Linear footage	$ 135.00
29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$ 48.00	$2.50 per Linear footage	$ 135.00
30	430th District Court 111 South 9th Street Edinburg, Texas	$ 18.00	$2.50 per Linear footage	$ 135.00
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$ 18.00	$2.50 per Linear footage	$ 135.00
32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$ 58.00	$2.50 per Linear footage	$ 135.00
33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	$ 18.00	$2.50 per Linear footage	$ 135.00
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	$ 18.00	$2.50 per Linear footage	$ 135.00
35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$ 38.00	$2.50 per Linear footage	$ 135.00
36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$ 38.00	$2.50 per Linear footage	$ 135.00
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$ 18.00	$2.50 per Linear footage	$ 135.00
38	Boy's and Girl's Club 6th St. San Carlos, Texas	$ 18.00	$2.50 per Linear footage	$ 135.00
39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$ 18.00	$2.50 per Linear footage	$ 135.00

OPENED
9:43
3-21-12
Witnessed

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	$ 10.00	$ 2.50 per Linear footage	$ 135.00
41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	$ 18.00	$ 2.50 Linear per footage	$ 135.00
42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	$ 135.00	$ 2.50 Linear per footage	$ 135.00
43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	$ 18.00	$ 2.50 Linear per footage	$ 135.00
44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	$ 18.00	$ 2.50 Linear per footage	$ 135.00
45	Buildings and Grounds –Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	$ 28.00	$ 2.50 Linear per footage	$ 135.00
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$ 18.00	$ 2.50 Linear per footage	$ 135.00
47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	$ 18.00	$ 2.50 per Linear footage	$ 135.00
48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	$ 28.00	$ 2.50 Linear per footage	$ 135.00
49	Election Warehouse 317 N. Closner Edinburg, Tx	$ 18.00	$ 2.50 Linear per footage	$ 135.00
50	Pct 2 Multi Center Hall Acres Health/WIC/Auto Tax/ JP's/ Pct 2 Adm	$ 35.00	$ 2.50 Linear per footage	$ 135.00
51	Pct 1 Sunrise Hill (2) Portable Buildings	$ 28.00	$ 2.50 Linear per footage	$ 135.00
52	Hidalgo Cty Substance Abuse & Primary Care Facilities 3105 E. Schunior Edinburg, Texas	$ 38.00	$ 2.50 Linear per footage	$ 135.00

OPENED
9:43
3-21-12
Witnessed

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

HIDALGO COUNTY PRECINCT NO. 1 SITES:		BILL TO ADDRESS: 1902 Joe Stephens Weslaco, Texas 78596 Contact: Noe Montez 956-968-8733		
Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	$ 18.00	$2.50 per Linear footage	$ 135.00
2	Precinct No. 1 Parks Office- Delta Lake & Shop	$ 28.00	$ 2.50 per Linear footage	$ 135.00
3	Precinct No. 1 Shop- 1902 Joe Stephens (Rear) Weslaco, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
4	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	$ 28.00	$ 2.50 per Linear footage	$ 135.00
5	Sunrise Hill-Pavilion Weslaco, Tx	$ 28	$ 2.50 per Linear footage	$ 135.00
6	Veteran Park Facilities Monte Alto, Tx	$ 18.00	$ 2.50 per Linear footage	$ 135.00
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	$ 18.00	$ 2.50 per Linear footage	$ 135.00

HIDALGO COUNTY PRECINCT NO. 2 SITES:		BILL TO ADDRESS: 301 E. State Pharr, Texas 78577 Contact: Yolanda Cisneros 956-787-1891		
Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1	Corner of State & Birch 301 E. State Pharr, Tx	$ 18.00	$2.50 per Linear footage	$ 135.00
2	Corner of State & Corner Office 329 E. State Pharr, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
3	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
4	Cypress Street- 109 N. Cypress Pharr, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
5	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$ 28.00	$ 2.50 per Linear footage	$ 135.00
6	McAllen Palmer Pavilion 301 E. Hackberry #R McAllen, Tx	$ 18.00	$ 2.50 per Linear footage	$ 135.00

OPENED
9:43
3-21-12
Witnessed

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	$ 18.00	$ 2.50 per Linear Footage	$ 135.00
8	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$ 18.00	$ 2.50 per Linear Footage	$ 135.00
9	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$ 18.00	$ 2.50 per Linear Footage	$ 135.00
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$ 18.00	$ 2.50 per Linear Footage	$ 135.00

HIDALGO COUNTY PRECINCT NO. 3 SITES:		**BILL TO ADDRESS:** 724 N. Breyfogle Mission, Texas78574 Contact Person: Norma Ceballos 956-585-4509		
Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$ 18.00	$ 2.50 per Linear Footage	$ 135.00
2	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	$ 18.00	$ 2.50 per Linear Footage	$ 135.00
3	Los Ebanos Pavilion- Los Ebanos, TX	$ 18.00	$ 2.50 per Linear Footage	$ 135.00
4	Anzalduas Park Office 6 Miles South Conway Mission, Tx	$ 18.00	$ 2.50 per Linear Footage	$ 135.00
5	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	$ 18.00	$ 2.50 per Linear Footage	$ 135.00
6	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	$ 28.00	$ 2.50 per Linear Footage	$ 135.00
7	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, Tx	$ 18.00	$ 2.50 per Linear Footage	$ 135.00

OPENED
9:43
3-21-12
Witnessed

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

HIDALGO COUNTY PRECINCT NO. 4 SITES:		BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$ 18.00	$ 2.50 per Linear footage	$ 135.00
2	Hidalgo Cty. Pct. 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$ 18.00	$ 2.50 per Linear footage	$ 135.00
3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	$ 18.00	$ 2.50 per Linear footage	$ 135.00
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	$ 18.00	$ 2.50 Linear per footage	$ 135.00

ADDITIONAL SITES		BILLING ADDRESS: depending on the department requesting services		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1		$ 28.00	$ 2.50 p/ Linear footage	$ 135.00
2		$ 28.00	$ 2.50 p/ Linear footage	$ 135.00

- Call will include multiple Bee eradication at the same site in the same day.
- Addition sites: Vendor must submit a bid as a fixed flat rate, Hidalgo County will not except a per sq. ft for additional sites.

OPENED
9:43
3-21-12
Witnessed

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

Bidder/Company Name: Robert Sanchez dba Kill-a-Bug Pest Control dba

Address: 4913 S. 24th st.

City/State/Zip: McAllen, TX 78503

Phone No/Fax No: (956) 655-1698

Cell Phone No: (956) 655-1698

E-Mail Address: Killabugpc@yahoo.com

Authorized Signature: [signature]

Title: Owner

TUBLATION SHEET
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

Hidalgo County Sites: The following listed sites are to be billed to:		Kill-A-Bug Pest Control McAllen, Texas		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Administration Bldg. 100 E. Cano Edinburg, Texas	28.00	2.50 per Linear footage	135.00
2	Courthouse 100 N. Closner Edinburg, Texas	38.00	2.50 per Linear footage	135.00
3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	38.00	2.50 per Linear footage	135.00
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	18.00	2.50 per Linear footage	135.00
5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas	18.00	2.50 per Linear footage	135.00
6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield Mission, Texas	28.00	2.50 per Linear footage	135.00
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	18.00	2.50 per Linear footage	135.00
8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	18.00	2.50 per Linear footage	135.00
9	Extension Service 410 N. 13th Edinburg, Texas	18.00	2.50 per Linear footage	135.00
10	DPS 410 N. 13th Edinburg, Texas	18.00	2.50 per Linear footage	135.00
11	Health Department 1304 S. 25th Street Weslaco, Texas	18.00	2.50 per Linear footage	135.00
12	McAllen License 300 E. Hackberry McAllen, Texas	18.00	2.50 per Linear footage	135.00
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	28.00	2.50 per Linear footage	135.00
14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	18.00	2.50 per Linear footage	135.00
15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	18.00	2.50 per Linear footage	135.00
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	28.00	2.50 per Linear footage	135.00
17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	18.00	2.50 per Linear footage	135.00
18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	38.00	2.50 per Linear footage	135.00
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	28.00	2.50 per Linear footage	135.00
20	Mission License 722 Breyfogle Mission, Texas	18.00	2.50 per Linear footage	135.00
21	Weslaco License 1902 Joe Stephens Weslaco, Texas	18.00	2.50 per Linear footage	135.00
22	Community Resource Center/WIC 6th Street San Carlos, Texas	18.00	2.50 per Linear footage	135.00
23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	28.00	2.50 per Linear footage	135.00
24	JP Office 1902 Joe Stephens Weslaco, Texas	18.00	2.50 per Linear footage	135.00
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	18.00	2.50 per Linear footage	135.00
	After Care Program(Bill Separately)			

Hidalgo County Sites: The following listed sites are to be billed to:		**Kill-A-Bug Pest Control McAllen, Texas**		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
26	1711 N. Bridge Weslaco, Tx	48.00	2.50 per Linear footage	135.00
27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	48.00	2.50 per Linear footage	135.00
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	28.00	2.50 per Linear footage	135.00
29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	48.00	2.50 per Linear footage	135.00
30	430th District Court 111 South 9th Street Edinburg, Texas	18.00	2.50 per Linear footage	135.00
31	Community Resource Center 509 E. Earling Road San Juan, Texas	18.00	2.50 per Linear footage	135.00
32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	58.00	2.50 per Linear footage	135.00
33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	18.00	2.50 per Linear footage	135.00
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	18.00	2.50 per Linear footage	135.00
35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	38.00	2.50 per Linear footage	135.00
36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	38.00	2.50 per Linear footage	135.00
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	18.00	2.50 per Linear footage	135.00
38	Boy's and Girl's Club 6th St. San Carlos, Texas	18.00	2.50 per Linear footage	135.00
39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	18.00	2.50 per Linear footage	135.00
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	10.00	2.50 per Linear footage	135.00
41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	18.00	2.50 per Linear footage	135.00
42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	135.00	2.50 per Linear footage	135.00
43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	18.00	2.50 per Linear footage	135.00
44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	18.00	2.50 per Linear footage	135.00
45	Buildings and Grounds –Storage (4 Buildings - 9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	28.00	2.50 per Linear footage	135.00
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	18.00	2.50 per Linear footage	135.00
47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	18.00	2.50 per Linear footage	135.00
48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	28.00	2.50 per Linear footage	135.00
49	Election Warehouse 317 N. Closner Edinburg, Tx	18.00	2.50 per Linear footage	135.00
50	Pct 2 Multi Center Hall Acres Health/WIC/Auto Tax/ JP's/ Pct 2 Adm	35.00	2.50 per Linear footage	135.00

Hidalgo County Sites: The following listed sites are to be billed to:		**Kill-A-Bug Pest Control McAllen, Texas**		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
51	Pct 1 Sunrise Hill (2) Portable Buildings	28.00	2.50 per Linear footage	135.00
52	Hidalgo Cty Substance Abuse & Primary Care Facilities 3105 E. Schunior- Edinburg, Texas	38.00	2.50 per Linear footage	135.00

Hidalgo County Sites:		**Kill-A-Bug Pest Control McAllen, Texas**		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	18.00	2.50 per Linear footage	135.00
2	Precinct No. 1 Parks Office- Delta Lake & Shop	28.00	2.50 per Linear footage	135.00
3	Precinct No. 1 Shop- 1902 Joe Stephens (Rear) Weslaco, Texas	18.00	2.50 per Linear footage	135.00
4	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	28.00	2.50 per Linear footage	135.00
5	Sunrise Hill-Pavilion Weslaco, Tx	28.00	2.50 per Linear footage	135.00
6	Veteran Park Facilities Monte Alto, Tx	18.00	2.50 per Linear footage	135.00
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	18.00	2.50 per Linear footage	135.00

HIDALGO COUNTY PRECINCT NO. 2 SITES:
BILL TO ADDRESS:
301 E. State
Pharr, Texas 78577
Contact: Yolanda Cisneros 956-787-1891

	Hidalgo County Sites:	**Kill-A-Bug Pest Control McAllen, Texas**		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Corner of State & Birch 301 E. State Pharr, Tx	18.00	2.50 per Linear footage	135.00
2	Corner of State & Corner Office 329 E. State Pharr, Texas	18.00	2.50 per Linear footage	135.00
3	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Texas	18.00	2.50 per Linear footage	135.00
4	Cypress Street- 109 N. Cypress Pharr, Texas	18.00	2.50 per Linear footage	135.00
5	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	28.00	2.50 per Linear footage	135.00
6	McAllen Palmer Pavilion 301 E. Hackberry #R McAllen, Tx	18.00	2.50 per Linear footage	135.00
7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	18.00	2.50 per Linear footage	135.00
8	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	18.00	2.50 per Linear footage	135.00
9	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	18.00	2.50 per Linear footage	135.00
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	18.00	2.50 per Linear footage	135.00

HIDALGO COUNTY PRECINCT NO. 3 SITES:
BILL TO ADDRESS:
724 N. Breyfogle -
Mission, Texas78574
Contact Person: Norma Ceballos 956-585-4509

	Hidalgo County Sites:	**Kill-A-Bug Pest Control McAllen, Texas**		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	18.00	2.50 per Linear footage	135.00
2	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	18.00	2.50 per Linear footage	135.00
3	Los Ebanos Pavilion- Los Ebanos, TX	18.00	2.50 per Linear footage	135.00
4	Anzalduas Park Office 6 Miles South Conway Mission, Tx	18.00	2.50 per Linear footage	135.00
5	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	18.00	2.50 per Linear footage	135.00
6	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	28.00	2.50 per Linear footage	135.00
7	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, Tx	18.00	2.50 per Linear footage	135.00

HIDALGO COUNTY PRECINCT NO. 4 SITES:
BILLING ADDRESS:
1102 N. Doolittle Road Edinburg, Texas 78541
Contact: Gloria Beltran 956-383-3112

Hidalgo County Sites:		**Kill-A-Bug Pest Control McAllen, Texas**		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Hidalgo Cty Pct 4 (Office) 1102 N. Doolittle Edinburg, Texas	18.00	2.50 per Linear footage	135.00
2	Hidalgo Cty Pct 4 (Shop Office & Vehicle Services Area) 1102 N. Doolittle Edinburg Texas	18.00	2.50 per Linear footage	135.00
3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	18.00	2.50 per Linear footage	135.00
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	18.00	2.50 per Linear footage	135.00

ADDITIONAL SITES :
BILLING ADDRESS: depending on the department requesting services

Hidalgo County Sites:		**Kill-A-Bug Pest Control McAllen, Texas**		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1		28.00	2.50 per Linear footage	135.00
2		28.00	2.50 per Linear footage	135.00

- Call will include multiple Bee eradication at the same site in the same day.
- Addition sites: Vendor must submit a bid as a fixed flat rate, Hidalgo County will not except per sq. ft for additional sites.

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/28/12

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: Richard Phillips	
Superior Insurance 1347 19th St. Plano, TX 75074 Phone (972)423-2300 Fax (972)759-9781	PHONE (A/C, No, Ext): (972)423-2300	FAX (A/C, No): (972)759-9781
	E-MAIL ADDRESS: richard@superiorinsuranceinc.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : American Safety	
INSURED	INSURER B :	
Robert Sanchez dba Kill A Bug Pest Control 4913 S 24th Street McAllen, TX 78503-	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** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			TPG-107332	06/03/2011	06/03/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 500,000.00 $ 100,000.00 $ 5,000.00 $ 500,000.00 $ 500,000.00 $ 500,000.00 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ☐						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

Hidalgo County
2812 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



© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 4/24/2012

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
Kelly Flynn
One GEICO Boulevard
Fredericksburg, VA 22412

64481

CONTACT NAME: ROBERT & LUCY SANCHEZ
PHONE A/C, No, Ext): (956) 655-1698
Fax A/C, No):
Email Address: KILLABUGPC@YAHOO.COM

INSURED
ROBERT SANCHEZ
DBA KILL A BUG PEST CONTROL
4913 S 24TH ST
MCALLEN TX 78503-8925

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$
	CLAIMS MADE / OCCUR						MED. EXPENSE (Any one person)	$
							PERSONAL & ADV. INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG.	$
	POLICY / PROJECT / LOC							
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO	X		9100024663-00	3/20/2012	3/20/2013	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS	X					BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS	X					PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE-POLICY LIMIT	$
							E.L. DISEASE-EACH EMPLOYEE	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

HIDALGO COUNTY IS LISTED AS ADDITIONAL INSURED
2001 FORD RANGER VIN 1FTYR14V21PB06964

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S US HIGHWAY 281
EDINBURG, TX 78539-6243

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

© 1988-2010 ACORD CORPORATION. All rights reserved. ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

Affidavit & Indemnity Agreement

Date: 4-12-12

Affiant: Robert Sanchez dba Kill A Bug

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Robert Sanchez dba Kill A Bug is a sole proprietor doing business as Robert Sanchez dba Kill A Bug with Hidalgo County. Affiant will provide service for Hidalgo County.

Affiant further, states that he has no employees and does not anticipate employing any. In the event Affiant does employee any staff during the contract, Affiant must immediately notify Hidalgo County and obtain the Workers Compensation required by law.

Affiant agrees to indemnify, 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.

Printed Name of Affiant: Robert Sanchez

SWORN AND SUBSCRIBED TO under oath before me on April 12, 2012

Notary Public, State of Texas

NORMA A MARTINEZ
My Commission Expires
March 08, 2016

Leticia Saenz

From: Steve Crain [scrain@atlashall.com]
Sent: Tuesday, April 24, 2012 1:47 PM
To: 'Leticia Saenz'
Subject: RE: Robert Sanchez- Kill A Bug contract

The agreement is fine.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, April 24, 2012 1:27 PM
To: 'Steve Crain'; 'Marynel Trevino'
Cc: 'Martha Salazar'; 'Darlene Betancourt'; 'Elena Gomez'
Subject: RE: Robert Sanchez- Kill A Bug contract

Mr. Crain-

Per our conversation, attached, you will find Contract# C-12-023-05-01 with corrected Insurance Certificates with required limits. Please review and approve as to form.

Please advise.

Thanks.

Letty Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, April 23, 2012 4:22 PM
To: 'Leticia Saenz'
Cc: 'Darlene Betancourt'
Subject: FW: Robert Sanchez- Kill A Bug contract
Importance: High

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, April 23, 2012 2:33 PM
To: 'Martha Salazar'
Subject: Robert Sanchez- Kill A Bug contract

Marty: The insurance limits are too low in the Certificate of Insurance. Also where is the workers compensation insurance?

AI-31940 **Closed Session** **20. C.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/17/2012 11:01 AM
Auditor's Office	Arcilia Duran	04/19/2012 05:45 PM
Purchasing Department	Marty Salazar	04/20/2012 08:51 AM

Form Started By: Aida Alvarez Started On: 04/17/2012 10:26 AM

Final Approval Date: 04/20/2012

AI-31975 **Closed Session** **20. D.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Florentino Vela

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/19/2012 08:00 AM
Auditor's Office	Arcilia Duran	04/19/2012 05:46 PM
Purchasing Department	Marty Salazar	04/20/2012 08:51 AM
Form Started By: Aida Alvarez		Started On: 04/18/2012 04:42 PM
Final Approval Date: 04/20/2012		

AI-32112 **Closed Session** **20. E.**

CC REGULAR

Meeting Date: 05/01/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department:

Information

CAPTION

Civil Action No. M-12-141; Silvestre Moreno Jr. v. Donna I.S.D., et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/27/2012 07:54 AM
Purchasing Department	agarcia	04/27/2012 04:30 PM

Form Started By: Monica Badillo Started On: 04/26/2012 04:17 PM

Final Approval Date: 04/27/2012

AI-32103 **Closed Session** **20. F.**

CC REGULAR

Meeting Date: 05/01/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department:

Information

CAPTION

Case 7:10-cv-00268; Francisco De Luna and Elizabeth Diaz, individually and on behalf of all other similarly situated v. Hidalgo County, Texas, et al

BACKGROUND

Attorneys - Ortiz & Millin, LP
John A. Millin

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/26/2012 10:51 AM
Auditor's Office	Arcilia Duran	04/26/2012 03:04 PM
Purchasing Department	Marty Salazar	04/27/2012 11:03 AM
Form Started By: Monica Badillo		Started On: 04/26/2012
Final Approval Date: 04/27/2012		

AI-32045 **Closed Session** **20. G.**

CC REGULAR

Meeting Date: 05/01/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department:

Information

CAPTION

CL-09-1306-B; Fernando Elizondo v. Daniel Rodriguez v. Ernesto Solis

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/24/2012 04:16 PM
Auditor's Office	Arcilia Duran	04/24/2012 05:07 PM
Purchasing Department	Marty Salazar	04/25/2012 02:00 PM
Form Started By: Monica Badillo		Started On: 04/24/2012
Final Approval Date: 04/25/2012		

AI-31941 **Open Session** **21. C.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/17/2012 11:01 AM
Auditor's Office	Arcilia Duran	04/19/2012 05:45 PM
Purchasing Department	Marty Salazar	04/20/2012 08:51 AM

Form Started By: Aida Alvarez Started On: 04/17/2012 10:32 AM

Final Approval Date: 04/20/2012

AI-31976 **Open Session** **21. D.**

CC REGULAR

Meeting Date: 05/01/2012

Department Head: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Florentino Vela

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/19/2012 08:00 AM
Auditor's Office	Arcilia Duran	04/19/2012 05:46 PM
Purchasing Department	Marty Salazar	04/20/2012 08:51 AM

Form Started By: Aida Alvarez Started On: 04/18/2012 04:43 PM

Final Approval Date: 04/20/2012

AI-32113 **Open Session** **21. E.**

CC REGULAR

Meeting Date: 05/01/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department:

Information

CAPTION

Civil Action No. M-12-141; Silvestre Moreno Jr. v. Donna I.S.D., et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/27/2012 07:54 AM
Purchasing Department	agarcia	04/27/2012 04:30 PM

Form Started By: Monica Badillo Started On: 04/26/2012 04:19 PM

Final Approval Date: 04/27/2012

AI-32104 **Open Session** **21. F.**

CC REGULAR

Meeting Date: 05/01/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department:

Information

CAPTION

Case 7:10-cv-00268; Francisco De Luna and Elizabeth Diaz, individually and on behalf of all other similarly situated v. Hidalgo County, Texas, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/26/2012 10:51 AM
Auditor's Office	Arcilia Duran	04/26/2012 03:04 PM
Purchasing Department	Marty Salazar	04/27/2012 11:03 AM
Form Started By: Monica Badillo		Started On: 04/26/2012
Final Approval Date: 04/27/2012		

AI-32044 **Open Session** **21. G.**

CC REGULAR

Meeting Date: 05/01/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department:

Information

CAPTION

CL-09-1306-B; Fernando Elizondo v. Daniel Rodriguez v. Ernesto Solis

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/24/2012 04:16 PM
Auditor's Office	Arcilia Duran	04/24/2012 05:07 PM
Purchasing Department	Marty Salazar	04/25/2012 02:00 PM
Form Started By: Monica Badillo		Started On: 04/24/2012
Final Approval Date: 04/25/2012		