AI-37504 **County Judge's Office 6. B.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Jaime Longoria **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Requesting approval of claim/invoice for advertising services, invoice dated 10/31/12 for R Communications in the amount of $250.00 with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor.

BACKGROUND

PO #682826 was obtained in October 2012, but vendor name had changed. In addition, PO was obtained after some of the services had been rendered. The W-9 initially submitted to our office didn't match name on invoice, so an additional W-9 had to be requested. A new requisition(#232763) was obtained with new vendor name. No monies in obj code 540, so line item transfer on Consent agenda for approval.

Fiscal Impact

FISCAL YEAR: 13 **ACCT. #:** 3-1100-413-00-110-006-0-540

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

BUDGETARY IMPACT:

Pending LIT AI-37508 (03/12/13CC) which will transfer $500.00 to fund Req#232763.

Attachments

backup

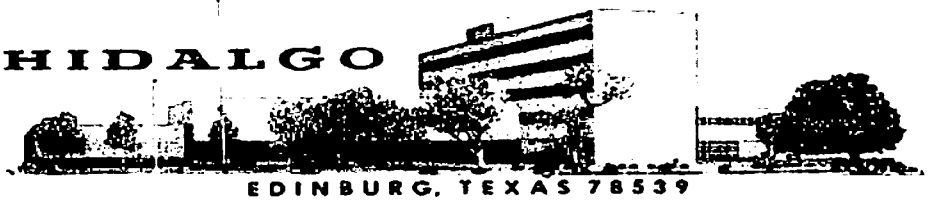
Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/06/2013 04:35 PM
Roland Garcia	Rolando Garcia	03/08/2013 09:48 AM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: SANDRA DELEON Started On: 03/06/2013 04:13 PM

Final Approval Date: 03/08/2013

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 02/08/2013

TO: IRMA SAENZ **DEPARTMENT:** (110) COUNTY JUDGE

FROM: LUCY QUINTERO **PHONE:** (956)-318-2511 ext 4624

REFERENCE: BMP RADIO LP D/B/A KURV Invoice #IN-KU-11201015

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #IN-KU-11201015*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☑ OTHER: THE VENDOR NAME ON THE INVOICE AND THE PURCHASE ORDER IS NOT THE SAME. I CALLED THE STATION, AND THEY FAXED OVER A COPY OF THEIR W-9. NOWHERE ON THE W-9 DOES IT HAVE THE NAME R COMMUNICATIONS. WE CAN'T PROCESS THIS INVOICE UNTIL THE W-9 AND THE PURCHASE ORDER MATCH THE NAME PAYABLE TO ON THE INVOICE. ONCE THAT HAS BEEN CORRECTED THIS INVOICE HAS TO GO TO COMMISSIONERS COURT AS A CLAIM. THE PURCHASE ORDER WAS CREATED AFTER SOME OF THE DATES OF SERVICE ON THE INVOICE.
- ☐ COMMENTS / RECOMMENDATION:

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ JR	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

Proposed Schedule On

NEWS TALK 710 KURV

Morning Drive with Sergio Sanchez	6AM-9AM	6X
All Day	6AM-7PM	3X (no cost)

9 30-second spots to air per month

October 2012

Investment: $250

Advertiser: Karina Cardiz **Date:** 10/10/12

2943

INVOICE

R COMMUNICATIONS
RADIO & TELEVISION

Invoice #: IN-KU-1121015633
Invoice Date: 10/31/2012
Contract #: 1917045641
Page: 1
Net Amount: $250.00

Advertiser: County Hidalgo
1615 S Closner, Suite B
Edinburg, TX 78539

Station(s): KURV-AM

Advertiser: County Hidalgo
Product: Hidalgo County Oct 2012
Estimate #:
Agency Client Code:
Buyer Name:

Salesperson(s): MELLIE GARCIA
Terms: Payment Due Upon Receipt

Day	Date	Time	Product	ISCI	Rate
Ln 1	10/22/12 - 10/26/12	6:00AM-9:00AM	5/WK @ $41.66 M-F Length: 30		
MON	10/22/12	06:45a	Hidalgo County ScofflawProgram		$41.66
TUE	10/23/12	08:53a	Hidalgo County ScofflawProgram		$41.66
WED	10/24/12	07:29a	Hidalgo County ScofflawProgram		$41.66
THU	10/25/12	07:34a	Hidalgo County ScofflawProgram		$41.66
FRI	10/26/12	06:44a	Hidalgo County ScofflawProgram		$41.66
Ln 2	10/29/12	6:00AM-9:00AM	1/WK @ $41.70 M Length: 30		
MON	10/29/12	08:42a	Hidalgo County ScofflawProgram		$41.70
Ln 3	10/29/12 - 10/31/12	6:00AM-7:00PM	3/WK @ $0.00 M-W Length: 30		
MON	10/29/12	06:32a	Hidalgo County ScofflawProgram		$0.00
TUE	10/30/12	08:47a	Hidalgo County ScofflawProgram		$0.00
WED	10/31/12	02:25p	Hidalgo County ScofflawProgram		$0.00

RECEIVED BY
COUNTY AUDITOR
2013 FEB 4 PM 2 52

Remit To:
R Communications
1201 N. Jackson, Suite 900
McAllen, TX 78501

Invoice Totals

Total Spots:	9
Gross Amount:	$250.00
Agency Commission:	$0.00
Net Amount:	$250.00

Please make prompt payment

PLEASE PROVIDE INVOICE NUMBER ON ALL PAYMENTS.
FOR BILLING INQUIRES CALL (956) 992-8895

Station is committed to a policy of non-discrimination in the advertising contracts that it enters into with its advertisers. Station will not enter or carry out, in connection with any advertising contract it is a party to, any terms, conditions, or policies that commit the advertiser or station to discriminate in the sale or placement of advertising based on the race, gender, or programming format of a broadcast station or its owners.

Goods/services Received by: Sandra Cortez on 10/31/12
Invoice Received by: Sandra Cortez on 1/31/13
Purchase Order #: 682826
Acct# 3-1100-413-00-110-006-0-540
A = R

RECEIVED
JAN 31 2013
COUNTY JUDGE

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)
MBM TEXAS VALLEY LLC

Business name/disregarded entity name, if different from above
KBUC/KZSP/KJAV/KURV/KVJY/XAVO/XCAO/XEGH/XHRR/KESO

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) ▶ C

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
18756 Stone Oak Parkway, Suite 200 **REMIT: 1201 N Jackson, Suite 900**

Requester's name and address (optional)

City, state, and ZIP code
San Antonio, TX 78258 **McAllen, TX 78501**

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
3	7	-	1	6	5	6	1	0	9

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 ▶ Angela Luna Date ▶ 02/07/13

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.

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)
R Communications Radio & Television

Business name/disregarded entity name, if different from above
KBUC/KJAV/KZSP/KURV/KVJY/XAVO/XCAO/XEGH/XHRR/KESO

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) ▶ **C**

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
9510 Tioga Dr, Suite #204 REMIT: 1201 N Jackson, Suite 900

Requester's name and address (optional)

City, state, and ZIP code
San Antonio, TX 78230 McAllen, TX 78501

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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Social security number
			-		-				

Employer identification number
4	5	-	3	1	9	0	5	0	9

Part II Certification

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Sign Here Signature of U.S. person ▶ Date ▶ 02/11/13

General Instructions

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2. Certify that you are not subject to backup withholding, or
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- An estate (other than a foreign estate), or
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Lucy Quintero

From: Angela Pina [Apina@rcommunications.com]
Sent: Thursday, February 07, 2013 10:40 AM
To: lucy.quintero@auditor.co.hidalgo.tx.us
Subject: W-9
Attachments: 02-07-2013(3).pdf

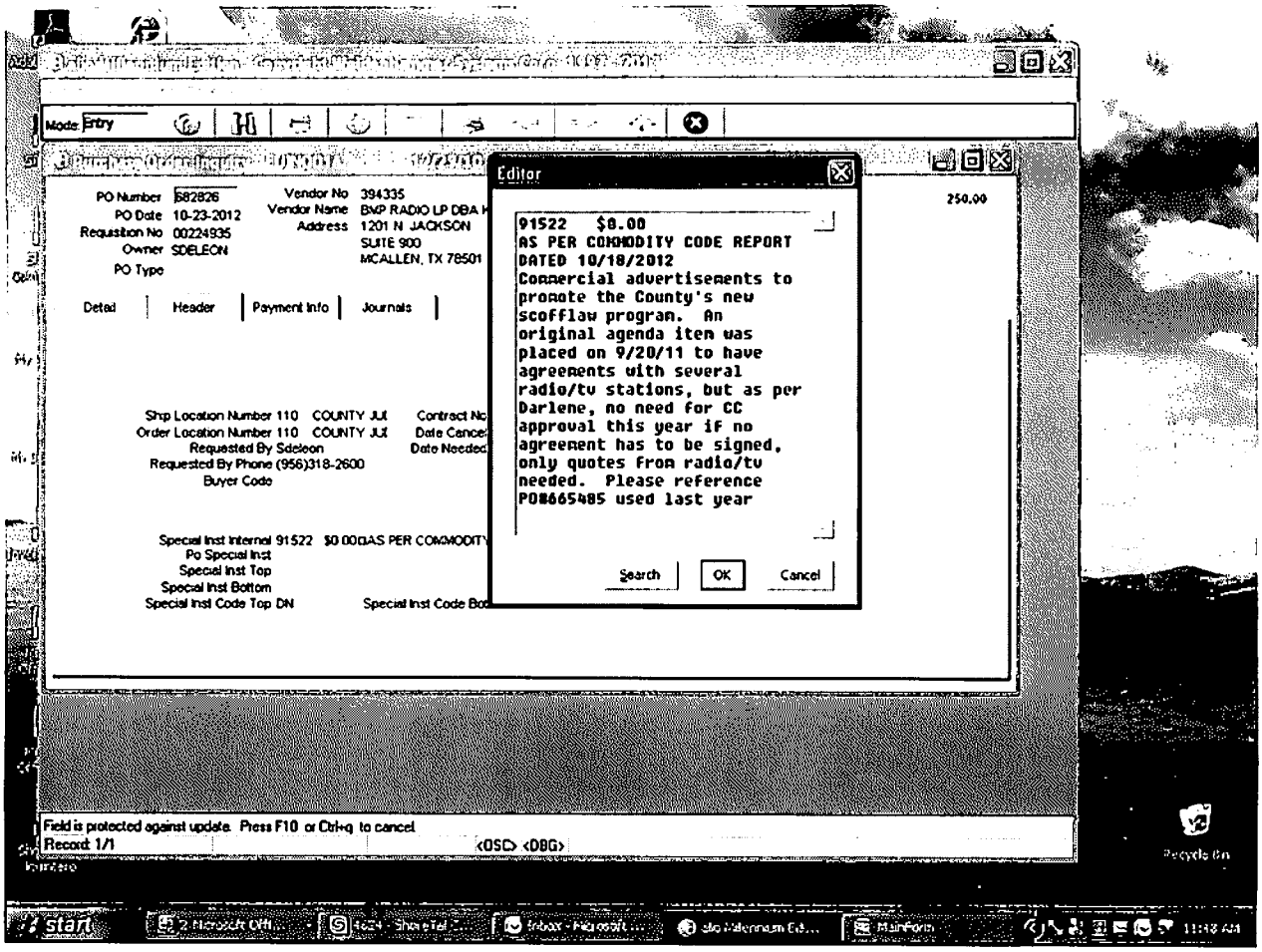
Lucy
Attached is the w-9 requested.

Have a Great Day!
Angela Pina

1201 N Jackson, Suite 900
McAllen, TX 78501
Ph (956) 992-8895
Fax (956) 992-8897
apina@rcommunications

Station is committed to a policy of non-discrimination in the advertising contracts that it enters into with its advertisers. Station will not enter into or carry out, in connection with any advertising contract it is a party to, any terms, conditions, or policies that commit the advertiser of Station to discriminate in the sale or placement of advertising, based on the race, gender, or programming format of a broadcast station or its owners.

Disclaimer added by **CodeTwo Exchange Rules**
www.codetwo.com


Mode: Entry
PO Number 682826
PO Date 10-23-2012
Requisition No 00224935
Owner SDELEON
PO Type
Vendor No 394335
Vendor Name BNP RADIO LP DBA
Address 1201 N JACKSON
SUITE 900
MCALLEN, TX 78501
250.00
Detail
Header
Payment Info
Journals
Ship Location Number 110 COUNTY JUI
Order Location Number 110 COUNTY JUI
Requested By Sdeleon
Requested By Phone (956)318-2600
Buyer Code
Contract No
Date Cancel
Date Needed
Special Inst Internal 91522 $0.00AS PER COMMODITY
Po Special Inst
Special Inst Top
Special Inst Bottom
Special Inst Code Top DN
Special Inst Code Bot
Editor
91522 $0.00
AS PER COMMODITY CODE REPORT
DATED 10/18/2012
Commercial advertisements to promote the County's new scofflaw program. An original agenda item was placed on 9/20/11 to have agreements with several radio/tv stations, but as per Darlene, no need for CC approval this year if no agreement has to be signed, only quotes from radio/tv needed. Please reference PO#665485 used last year
Search
OK
Cancel
Field is protected against update. Press F10 or Ctrl-q to cancel.
Record 1/1
<OSC> <DBG>
Start

Purchase Order

COUNTY OF HIDALGO

PO#: 682826

DATE: 10/23/12

VENDOR: 394335 REQ:00224935
FAX (956)992-8697 Email:
Phone:(956)992-8695
BMP RADIO LP DBA KURV
1201 N. JACKSON
SUITE 900
MCALLEN TX 78501
Vendor Acct:

BUYER:
SHIP TO: COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539
CONTACT:
SITE: COUNTY JUDGE
Special Instructions: Contract No:

VENDOR NOTES

1 DO NOT ADD TO OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE
2 TAX EXEMPTION. THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE
3 THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS
4 INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED. PO NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES
5 PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS UNLESS OTHERWISE ATTACHED

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	OM 6x :30 spots during morning drive with Sergio Sanchez 6AM-9AM	250.00	250.00
		3x :30 spots all day 6AM-7PM at NC COST		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
			Total	250.00

****

For Hidalgo County use only

2-1100-413-00-110-006-0-541 250.00

Approved

Authorized by: Martha L. Salazar

DEPARTMENT NAME **Hidalgo County Judge's Office**

Assistant A/P Auditor Signature:

INVOICE SUMMARY COVER SHEET
BUDGET ACCOUNT NUMBER: **3-1100-413-00-110-006-0**
DATE SUMITTED TO CUNTY AUDITORS 01/31/13

Date Paid

	VENDOR NAME	OBJ. NO.	PURCHASE ORDER NO.	INVOICE DATE	INVOICE NUMBER	INVOICE AMOUNT	AUDITOR'S REMARKS
1	R Communications	540	682826	10/31/2012	IN-KU-1121015633	$ 250.00	
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							

2013 FEB 4 PM 2 52
COUNTY AUDITOR
RECEIVED BY

TOTAL NUMBER OF INVOICES ATTACHED: 1 $ 250.00 TOTAL COVER SHEET AMOUNT

PREPARED BY: Sandra C De Leon 1/31/13
Sandra C. De Leon DATE

Jaime Longoria, Asistant Chief Administrator

AI-37519 **Comm. Court Executive Office 7. C.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action on rescheduling/cancelling the Commissioners' Court Meeting of Tuesday, March 19, 2013 due to court members absence while on business in Washington, D.C.

BACKGROUND

Court members will be traveling out on March 17th (Sunday) and will be returning March 19th (Tuesday) in the evening.

RE: Raymondville Drain

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/07/2013 01:11 PM
Erika Zamora	Erika Zamora	03/08/2013 03:42 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Monica Badillo Started On: 03/07/2013

Final Approval Date: 03/08/2013

AI-37456 **Comm. Court Executive Office 7. D.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Roy Quintanilha **Submitted By:** Dale Kennan, BUDGET & MANAGEMENT

Department: SAFETY DIVISION

Information

CAPTION

Safety Division:
1. Discussion, consideration and possible approval of the "Tail End Coverage" proposal from Montalvo Insurance Agency to extend the Travelers Insurance coverage for claims on the Management Liability and the Employment Practices Liability.

2. Subsequent to item 1 being approved is the request for the approval of payment of the insurance premiums for the extended claim coverage period by Travelers Insurance with approval for the Auditor's Office to issue payment once audit procedures have been finalized.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 3-1100-419-00-125-009-0-523

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

BUDGETARY IMPACT:

Proposed extension of claims coverage periods for Management Liability in the amount of $26,852.00 and the Employment Practices Liability in the amount of $289,643.00 combined for a total amount of $316,495.00.

Currently $300,000.00 is available (as of 3/5/13) and funding for the remaining balance in the amount of $16,495.00 has not been identified.

Attachments

Hidalgo County Tail Offer 1-1-13 to 1-1-14

Proposed Insurance Costs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/05/2013 03:02 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Dale Kennan Started On: 03/05/2013 01:34 PM

Final Approval Date: 03/08/2013

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

Date: 02/22/2013

To: Mr. Roy Quintanilha – Hidalgo County

Re: Ramon Montalvo III, C.I.C.

Re: Extended Reporting Endorsement offer (Travelers) – Management and Employment Practices Liability

Message:

As discussed previously, the Travelers Insurance Company is offering an Extended Reporting Endorsement offer (Tail Coverage) for both the Management and the Employment Practices Liability coverage. They can either be purchased together or individually – see proposal attached.

Keep in mind that this is not an extension of the policy period, rather it is for claims that might possibly be made for claims/incidents that took place prior to 01/01/13. This is particularly important for those incidents where someone knew of circumstances and had not reported the claim to the Travelers Insurance Co. with the 90 day Automatic Extended Reporting Period ending 04/01/13. The new carrier will likely deny coverage on these types of claims.

There have been some claim paid on the Employment Practices Liability and so these would only be $1,720,000 that would be left for these types of claims. The Management Liability still has the full 2,000,000 limit. (This was based on claim information as of 01/29/13 and is subject to change).

If the County exercises its option to purchase these Extended Reporting Period endorsements, the following needs to be done by 03/22/13:

1. Full payment of the Premium stipulated
2. A written request asking the company to purchase these endorsements
3. Repayment of any SIRs owned

I'm including actual policy provisions related to these items.

We are ready to meet with you and Mr. Guerra to further clarify this matter.

BBB ALL FORMS OF INSURANCE Trusted Choice

208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596
Home Page www.montalvoinsurance.com • Email: ramon@montalvoinsurance.com

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

Extended Reporting Period
Management Liability

Named Insured:	Hidalgo County
Company Name:	Travelers Texas Public Entity Group
Policy Term:	01/01/2013 – 01/01/2014
Coverage:	**Management Liability**
Initial Policy Limit:	$2,000,000 Aggregate $2,000,000 Each Wrongful Act
Deductible:	Per Policy Provisions
Premium:	**$26,852.00**

Note:

The initial coverage policy limit is reflected above but a reduced limit may apply based upon claims that have already paid out. Please be reminded that the extended reporting period does not extend the policy period or change the coverage provided. It applies only to claims or "suits" for loss caused by a "wrongful" act committed before the end of the policy period and after the retro date of the policy.

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MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

Extended Reporting Period
Employment Related Practices Liability

Named Insured: Hidalgo County

Company Name: Travelers Texas Public Entity Group

Policy Term: 01/01/2013 – 01/01/2014

Coverage: **Employment Related Practices Liability**

Initial Policy Limits: $2,000,000 Aggregate
$2,000,000 Each Wrongful Act

Deductible: Per Policy Provisions

Premium: **$289,643.00**

Note:
The initial coverage policy limit is reflected above but a reduced limit may apply based upon claims that have already paid out. Please be reminded that the extended reporting period does not extend the policy period or change the coverage provided. It applies only to claims or "suits" for loss caused by a "wrongful" act committed before the end of the policy period and after the retro date of the policy.

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208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596
Home Page www.montalvoinsurance.com • Email: ramon@montalvoinsurance.com

* 6 C O O 2 11S78098 3091 * M: 00 I: 000 T: 001 C: 000 D:

you purchase, or that would be covered under such insurance but for the exhaustion of its applicable limit of insurance.

4. The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.

5. A Supplemental Extended Reporting Period of 12 months is available, but only by an endorsement and for an extra charge. This supplemental period replaces the Basic Extended Reporting Period.

   The Supplemental Extended Reporting Period will not go into effect unless we receive all of the following within 90 days after the end of the policy period and you have fulfilled all other duties, and complied with all other conditions and requirements, under this policy:

   a. A written request from you to purchase the Supplemental Extended Reporting Period Endorsement;

   b. Full payment of the earned premium for this policy;

   c. Payment of the additional premium for the Supplemental Extended Reporting Period Endorsement; and

   d. Repayment of any deductible you owe us under this policy.

   We will determine the additional premium for that endorsement in accordance with our rules and rates. The additional premium will not exceed 75% of the annual premium for this Coverage Part.

   This endorsement will set forth the terms, not inconsistent with this Section **VI** - Extended Reporting Periods, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims or "suits" first made or brought against any insured during such period is excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

6. The Supplemental Extended Reporting Period does not reinstate or increase the limits of insurance.

SECTION VII – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

   b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury" means injury, other than "personal injury", caused by one or more of the following offenses:

   a. Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

   b. Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

      (1) Appropriates a person's name, voice, photograph or likeness;

      (2) Unreasonably places a person in a false light; or

      (3) Discloses information about a person's private life; or

   c. Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

3. "Authorized user" includes your customer, supplier or supporter.

4. "Bodily injury" means:

   a. Physical harm, including sickness or disease, sustained by a person; or

   b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Computer virus" means malicious code that is introduced through your web-site or "your computer or communications network". Once introduced, such code may destroy, alter, contaminate or de-

© 2009 The Travelers Indemnity Company
Includes copyrighted material of Insurance Services Office, Inc. with its permission

CC:C: * 6 C O O 2 11S78098 3105 * M: 00 I: 000 T: 001

4. The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.

5. A Supplemental Extended Reporting Period of 12 months is available, but only by an endorsement and for an extra charge. This supplemental period replaces the Basic Extended Reporting Period.

   The Supplemental Extended Reporting Period will not go into effect unless we receive all of the following within 90 days after the end of the policy period and you have fulfilled all other duties, and complied with all other conditions and requirements, under this policy:

   a. A written request from you to purchase the Supplemental Extended Reporting Period Endorsement;

   b. Full payment of the earned premium for this policy;

   c. Payment of the additional premium for the Supplemental Extended Reporting Period Endorsement; and

   d. Repayment of any deductible you owe us under this policy.

   We will determine the additional premium for that endorsement in accordance with our rules and rates. The additional premium will not exceed 75% of the annual premium for this Coverage Part.

   This endorsement will set forth the terms, not inconsistent with this Section **VI** - Extended Reporting Periods, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims or "suits" first made or brought against any insured during such period is excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

6. The Supplemental Extended Reporting Period does not reinstate or increase the limits of insurance.

SECTION VII – DEFINITIONS

1. "Bodily injury" means:

   a. Physical harm, including sickness or disease, sustained by a person; or

   b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

2. "Coverage territory" means:

   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

   b. All other countries or jurisdictions in the world except the "prohibited area"; or

   c. International waters or airspace, unless the "employment loss" is caused by a "wrongful employment practice offense" committed in the course of travel or transportation to, from or within the "prohibited area";

   provided that the insured's responsibility to pay damages is determined in a "suit" on the merits brought in the territory described in Paragraph **a.** above or in a settlement we agree to.

3. "Defense expenses":

   a. Means any of the following fees, costs or expenses which can be directly allocated to a particular claim or "suit":

      (1) Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives; or

      (2) Court, alternative dispute resolution and other specific items of expense, whether incurred by an outside vendor or by one of our employees, including:

         (a) Expert testimony;

         (b) Autopsy;

         (c) Witnesses and summonses;

         (d) Copies of documents such as birth and death certificates and medical treatment records;

         (e) Arbitration fees;

         (f) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit"; and

         (g) Fees or costs for loss prevention and engineering personnel for services which are conducted as part of handling of a claim or "suit".

   b. Does not include:

      (1) Our expenses, including salaries, overhead and traveling expenses of our employees, except for those fees, costs or expenses described in Paragraphs **a.**(1) and

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INVOICE
02/27/13

Montalvo Insurance Agency
PO Box 2
Weslaco, Texas 78599
956-968-5521

To: **Hidalgo County**
PO Box 1356
Edinburg, Texas 78540

Type of Coverage: Extended Reporting Period for Employment Related Practices Liability	
Company: Travelers Texas Public Entity Group	
Policy Number: ZAS11S78098	
Term: 01/01/2012 – 01/01/2013	
Premium:	**$289,643.00**
Total Premium Due:	**$289,643.00**

An extended reported period is available and pricing is based on 12 months (1/1/2013 – 1/1/2014). It does not extend the policy period or change the coverage provided. It applies only to claims or "suits" for loss caused by a "wrongful act" committed before the end of the policy period and after the Retro Date.

Payable Upon Receipt

Thank you for your business!

INVOICE
02/27/13

Montalvo Insurance Agency
PO Box 2
Weslaco, Texas 78599
956-968-5521

To: **Hidalgo County**
PO Box 1356
Edinburg, Texas 78540

Type of Coverage: Extended Reporting Period for Management Liability	
Company: Travelers Texas Public Entity Group	
Policy Number: ZAS11S78098	
Term: 01/01/2012 – 01/01/2013	
Premium:	**$26,852.00**
Total Premium Due:	**$26,852.00**

An extended reported period is available and pricing is based on 12 months (1/1/2013 – 1/1/2014). It does not extend the policy period or change the coverage provided. It applies only to claims or "suits" for loss caused by a "wrongful act" committed before the end of the policy period and after the Retro Date.

Payable Upon Receipt

Thank you for your business!

AI-37480 **Comm. Court Executive Office 7. E.**

CC REGULAR

Meeting Date: 03/12/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Discussion, consideration, and action to authorize the Executive Officer, Valde Guerra, to sign an affidavit for the H.C.C.S.C.D. (Adult Probation) to receive payment for a court ordered restitution payment by Defendant to the County of Hidalgo, Texas in the amount of $695.31. (Precinct 2)

BACKGROUND

DOL: 09/11/12
Auto Accident

Acct #: 3-1100-351-20-320-001-0-000

Attachments

Affidavit-Restitution Defendant

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/06/2013 01:45 PM
Erika Zamora	Erika Zamora	03/08/2013 03:39 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Aida Alvarez Started On: 03/06/2013 10:43 AM

Final Approval Date: 03/08/2013

HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
(Adult Probation)

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 2/26/13 BY: Laura T.

P.O. Box 970 / 3100 S. Bus. Hwy 281
Edinburg, Texas 78540
Tel: (956) 587-6140 or (956) 587-6071

HIDALGO COUNTY
DBM SAFETY DIVISION
2013 FEB 28 PM 1 41

Feb 20, 2013

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

RE: APARICIO, ROBERTO
Cause #: CR128968F..01
CSO: 365
Clm# / Policy# /Attn: PCT. #2 MAINT. VEHICLE 9-11-12

APARICIO, ROBERTO was placed on probation on 12/18/2012
As a condition of probation, the Court ordered the defendant to pay you $ 695.31 for the loss or damage occurred to you or your property as a result of the offense committed.

The payments were ordered to be made at this office. If you will complete the affidavit below and return it to the above address, we will begin paying the money to you as we receive it. We cannot send the payment to you without this letter, nor can we pay anyone other than the named person or business in the Court Order.

If you have any questions or have a change of address, please contact the accounting department at the phone numbers provided above.

CSCD ACCOUNTING

Return bottom portion to the Hidalgo County CSCD. ATTN: Accounting , P.O. Box 970, Edinburg, TX 78540

DEFENDANT: APARICIO, ROBERTO
CASE NUMBER: CR128968F..01

I hereby certify that I am the person, or duly designated representative of the entity or company to whom the above named person has been ordered by the Court to make Restitution.

Victim/Business Representative (Signature Required)	SS# Last Four Numbers	Hm. Phone#	Wk. Phone#

Request for change of Address: _____

_____

_____

OFFICE USE ONLY
VID: 39302ts - Activated date __/__/__

AI-37498 **Comm. Court Executive Office 7. F.**

CC REGULAR

Meeting Date: 03/12/2013

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

Department: SAFETY DIVISION

Information

CAPTION

1. Approval to accept settlement agreement from Endeavor General Agency in the amount o $1,871.95 to settle auto accident with County vehicle. (Sheriff Office)

2. Approval to authorize Ramon Garcia, Hidalgo County Judge, to sign Property Damage Release form to settle auto accident claim with Endeavor General Agency.

BACKGROUND

DOL: 02/03/12

Acct #: 3-1100-360-00-000-005-0-000

Attachments

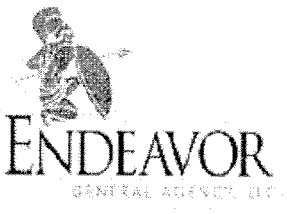
Endeavor General Agency Settlement Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/06/2013 04:21 PM
Erika Zamora	Erika Zamora	03/08/2013 03:40 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Aida Alvarez Started On: 03/06/2013 03:09 PM

Final Approval Date: 03/08/2013



OLD AMERICAN COUNTY MUTUAL FIRE INSURANCE COMPANY
P.O. BOX 139
FATE, TX 75132-0139
PHONE:(972) 772-1820
FAX: (469) 402-0961

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

RE: Claim #: 2013-TXE01689
Insured: SANDRA AYALA ELY
Date of Loss: 02/03/2012
Claimant: HIDALGO COUNTY SAFETY DIVISION
Policy #: EGE410032783-010

March 06, 2013

Dear HIDALGO COUNTY ATTN: SAFETY DIVISION,

We have completed our review of your subrogation package for your claim.

In an effort to settle this claim in an amicable manner we are ready to offer $1,871.95 for this loss. Enclosed find a Property Damage release for same amount for your convenience. The settlement check will be issued as soon as the signed, and notarized release is returned to our office.

If you have any questions or would like to discuss our offer please contact our office.

Sincerely,

J C MCKINNEY
PD ADJUSTER

jcmckinney@endeavorga.com

PROPERTY DAMAGE RELEASE AND SETTLEMENT AGREEMENT

Claim Number 2013-TXE01689 Date of Loss 02/03/2012

"Claimant" shall collectively mean (HIDALGO COUNTY SAFETY DIVISION) and his/her respective heirs, executors, administrators, personal representatives, successors and assigns. "Defendants" shall collectively mean (SANDRA AYALA ELY), Endeavor General Agency, LLC, and Old American County Mutual Fire Insurance Company and their respective heirs, spouses, executors, administrators, personal representatives, agents, servants, employees, officers, directors, shareholders, insurers, representatives, subsidiaries, parent companies, associated entities, attorneys, successors and assigns.

In consideration of $1,871.95, Claimant hereby releases and forever discharges Defendants from any and all past, present, or future claims for any and all property related damages sustained to his/her vehicle that Claimant has or claims to have, arising out of the incident which occurred on or about FERUARY 3, 2013 in HIDALGO County, Texas, (hereinafter referred to as "the Occurrence").

Claimant understands and agrees that this property damage settlement is not be considered an admission by any party hereto of any liability or wrongdoing, but rather the compromise of disputed claim. Defendants expressly deny any liability or wrongdoing.

Claimant understands and agrees that this settlement is a full release and discharge of claims and/or causes for property damages related to his/her vehicle 2008 FORD EXPEDITION Vin# 1FMFU15558LA58832 including but not limited to rental car expenses, storage expenses, wrecker expenses, diminution in value, loss of use, attorneys' fees, exemplary damages, prejudgment and post-judgment interest, court costs or other expenses of litigation, and claims for any other element of loss or damage to his/her vehicle recoverable under law.

FOR THE AFORESAID CONSIDERATION, CLAIMANT WAIVES ANY RIGHTS HE/SHE MAY HAVE TO ASSERT IN THE FUTURE REGARDING ANY CLAIMS RELATED TO PROPERTY DAMAGE (ARISING FROM THE OCCURRENCE) NOT NOW KNOWN OR SUSPECTED EVEN THOUGH, IF SUCH CLAIMS WERE KNOWN, SUCH KNOWLEDGE WOULD MATERIALLY AFFECT THE TERMS OF THIS SETTLEMENT AGREEMENT AND/OR CLAIMANT'S DECISION TO SETTLE.

Claimant warrants that he/she is the sole owner of the claims which he/she has asserted arising from the Occurrence and that such claims have not been assigned, encumbered or transferred in any way.

Claimant agrees to satisfy any and all property damage related liens asserted as a result of the occurrence. This includes but is not limited to any lien asserted by: a mechanic, an auto body repair shop, a towing company, or any other party that performed any service in relation to the appraisal, repair, or other modification to the vehicle after the Occurrence. If after the execution of this agreement, any such liens are asserted against Defendant , Claimant agrees to reimburse Defendant such costs incurred in the release of the lien.

This settlement agreement contains the entire agreement between Claimant and Defendants with regard to the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, between the parties. The terms of this agreement are contractual and not mere recitals.

This instrument shall be construed and interpreted in accordance with the laws of the State of Texas.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT

EXECUTED this _____day of_____, 20____.

_____

[CLAIMANT]

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared , known to me, who, being duly sworn upon oath stated that he/she is over the age of eighteen (18), that he is of sound mind and fully competent to make this affidavit and acknowledgment; that the statements contained in the foregoing release and settlement agreement are within his personal knowledge and are true and correct, and that he executed the foregoing instrument for the purposes and consideration therein expressed.

_____

Claimant

SUBSCRIBED AND SWORN TO before me, and given under my hand and seal of office, this _____ day of _____, 20___.

_____

NOTARY PUBLIC, STATE OF _____

Purchase Order

COUNTY OF HIDALGO

PO#: 671934

DATE: 03/05/12

VENDOR: 3654 REQ:00212194

Email:

Phone:(956)381-4444

BERT OGDEN MOTORS, INC.
4221 SOUTH HWY 281
EDINBURG TX 78539

Vendor Acct:

BUYER:

SHIP TO: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

CONTACT: MYRA MONTOYA (956)393-6024

SITE: SHERIFF'S LAW ENFORCEMENT FACILITY

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		REPAIRS TO DRIVER SIDE DAMAGE TO UNIT 370		
1	LOT	EX PARTS	697.75	697.75
21	HRS	EX BODY LABOR	35.00	735.00
7.2	HRS	EX PAINT LABOR	35.00	252.00
7.2	HRS	EX PAINT SUPPLIES	26.00	187.20
1		UNIT: 370, YEAR: 2008, MAKE: FORD, MODEL: EXPEDITION, VIN: 1FMFU15558LA58832, PLATES: 1041500	.00	.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		1,871.95

****

For Hidalgo County use only

2-1100-421-00-280-001-0-432 1,871.95

Approved

COPY

Authorized by: Martha L. Salazar

AI-37580 **Comm. Court Executive Office 7. G.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Facilities Management:
Approval of 2013 AEP Texas Central Memorandum of Understanding (MOU) Addendum for the SCORE/CitySmart Rebate Incentives Program - extending the Agreement through 2013 program year

BACKGROUND

cost savings program

Attachments

addendum
MOU 2012
legal approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/08/2013 02:36 PM
Olga Garza	Olga Garza	03/08/2013 04:48 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Monica Badillo Started On: 03/08/2013

Final Approval Date: 03/08/2013

FACILITIES MANAGEMENT
County Of Hidalgo

6 March 2013

Attn: Mr. Valde Guerra, Executive Dir. & Fac. Mgt. Dir.

From: Rick Sunday, Infrastructure Systems Div. Mgr.

Re: Renewal/Extension of AEP City Smart Program with CLEAResults

Sir,

For the past two years, Commissioners' Court has approved this agreement whereby we strive to qualify for energy incentive rebates by implementing energy efficient lighting, HVAC systems, and building envelope systems. The previous agreement expired on 28 Feb. 2013 and the CLEAResults rep. just recently provided me with the attached renewal, "2013 AEP Texas Central Memorandum of Understanding (MOU) Addendum.

For edification, I have also attached the following:

- AEP Texas CitySmart Program 2012 Hidalgo County Partner Profile Summary
- Copy of the 2012 AEP Texas Central MOU approved by CC on 2/28/12

The purpose of this communication is to humbly request the Court consider approving the 2013 MOU renewal so we can continue with energy efficiency projects already in the pipeline (ref. Profile Summary).

Thank you for your consideration.

Respectfully,

Cc: Monica Badillo, Irene Cantu

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 3/6/13 BY:

3100 S. Bus. 281 ★ Edinburg, Texas 78539 ★ (956) 289-7850 ★ Fax (956) 318-2648

2013 AEP Texas Central Memorandum of Understanding (MOU) Addendum

SCORE®/CitySmart® Program

AEP TEXAS
A unit of American Electric Power

ACCEPTANCE OF AGREEMENT

Thank you for your participation in the SCORE/CitySmart Program! AEP Texas Central Company is proud to continue its sponsorship of the SCORE/CitySmart Program in 2013.

By endorsing below, your organization agrees to extend the previously signed SCORE/CitySmart Program MOU with AEP Texas Central through the 2013 program year. This agreement should be signed by your organization's main point of contact for program participation.

Please note that due to increased participation in the SCORE/CitySmart Program, financial incentives for your energy efficiency projects must now be reserved through a Project Application process. The Program will assist the Partner to complete and submit the Project Application Form(s) and all necessary supporting documentation in a timely manner. Projects being submitted to the 2013 SCORE/CitySmart Program must be completed by **November 30, 2013** to allow time for post- installation inspections to occur before the end of the calendar year.

Signature: _____

Printed Name: _____

Title: _____

Company Name: County of Hidalgo

Address: Fac. Mgt. Dept., P.O. Box 1356

City, State, ZIP: Edinburg, TX 78540

Phone: 956-289-7858

Fax: 956-318-2648

Tax ID: *Must submit W-9 with this signed form.*

ESI ID: _____

Email: richard.sunday@co.hidalgo.tx.us

Date: _____

SCORE CitySmart

The SCORE/CitySmart Program is provided by AEP Texas as part of the company's commitment to reduce energy consumption and demand. CLEAResult implements the SCORE/CitySmart Program as an independent contractor. For more information, visit www.eeprograms.net/aep or www.aepefficiency.com/texas.html.

2012 AEP Texas Central MOU
SCORE/CitySmart Program

AEP TEXAS
A unit of American Electric Power

Partner	CLEAResult
Signature: Ramon Garcia	Signature:
Printed Name: Ramon Garcia	
Title: County Judge	
Company Name: Office of Hidalgo County Judge	AEP Texas Program Manager
Address: 1615 So. Closner, Ste J	CLEAResult
City, State, ZIP: Edinburg, TX 78539	4301 Westbank Dr Bldg A – Ste 250
Phone: 956 - 318 - 2600	Austin, TX 78746
Fax: 956 - 318 - 2699	
Email: jaime.longoria@co.hidalgo.tx.us	Date: 28 FEB 2012
Date:	

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

Facilities/Energy Management Point of Contact:

Name (Mr./Mrs./Ms./Dr.): Richard M. Sunday	Title: Infrastructure Systems Mgr.
Organization: Facilities Mgt. Dept., Hidalgo County	Phone: 956-874-4677
Address: PO BOX 1356 3100 So. Bus 281	Fax: 956 - 318 - 2648
City, State, ZIP: Edinburg, TX 78540	Email: richard.sunday@co.hidalgo.tx.u

Business/Finance Point of Contact

Name (Mr./Mrs./Ms./Dr.): Richard M. Sunday	Title: Infrastructure Systems Mgr.
Organization: Facilities Mgt. Dept., Hidalgo County	Phone: 956 - 874 - 4677
Address: PO BOX 1356 3100 So. Bus. 281	Fax: 956 - 318 - 2648
City, State, ZIP: Edinburg, TX 78540	Email: richard.sunday@co.hidalgo.tx.us

Please send completed MOU to:

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

APPROVED BY
COMMISSIONERS' COURT
ON: 2/28/12 pm

The SCORE/CitySmart Program is provided by AEP Texas Central as part of the company's commitment to reduce energy consumption and demand. CLEAResult implements the SCORE/CitySmart Program as an independent contractor. For more information, visit www.epprograms.net/acp or www.aepefficiency.com/texas.html

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

AEP TEXAS
A unit of American Electric Power

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

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

DESCRIPTION OF COMMITMENTS

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

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

PRINCIPLES OF AGREEMENT

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

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

SCORE℠ CitySmart®

ACCEPTANCE OF AGREEMENT

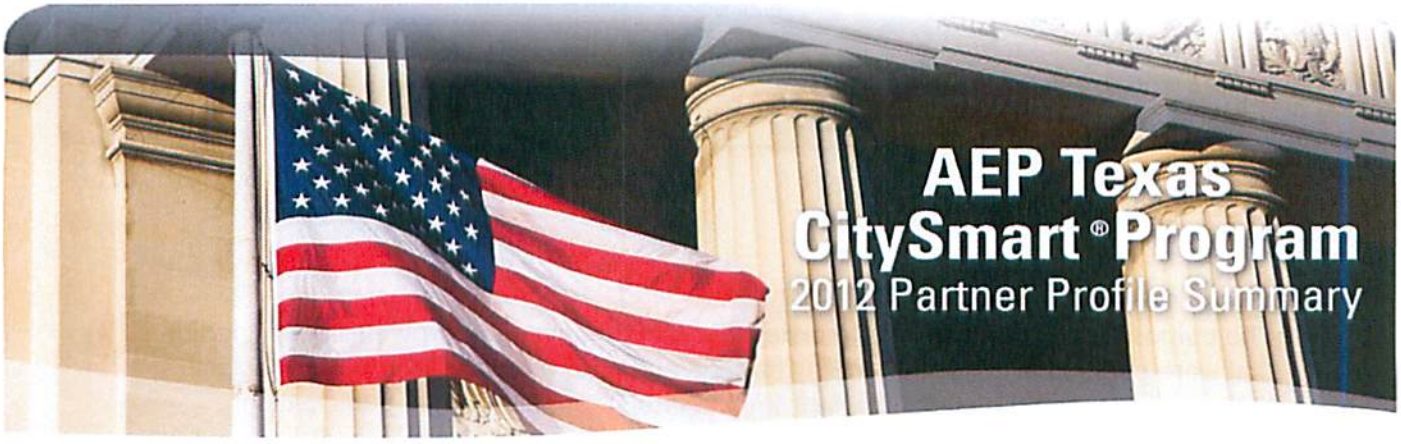
SCORE & CitySmart Program:
Project Opportunity Identification Form

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

95C-874-4677

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

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



Hidalgo County

AEP Texas CitySmart Program

January 4, 2013

AEP TEXAS
A unit of American Electric Power

CitySmart

Project Summary: Total

AEP TEXAS
A unit of American Electric Power

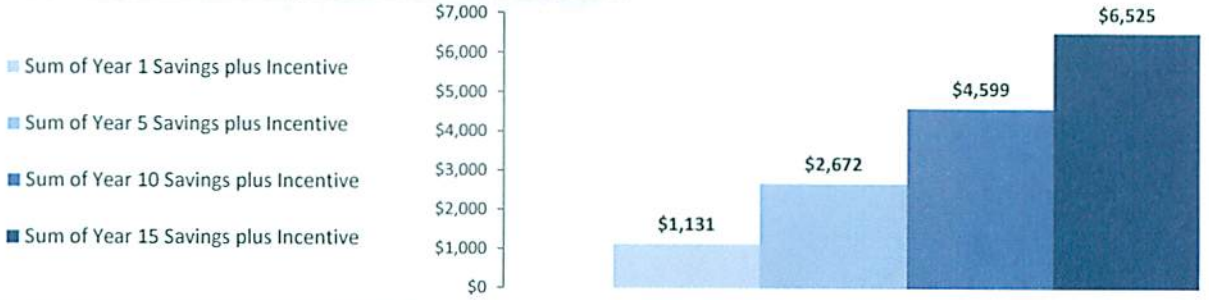
Partner Hidalgo County

Description The following savings and incentive figures represent all projects that have received incentives through the AEP Texas CitySmart Program.

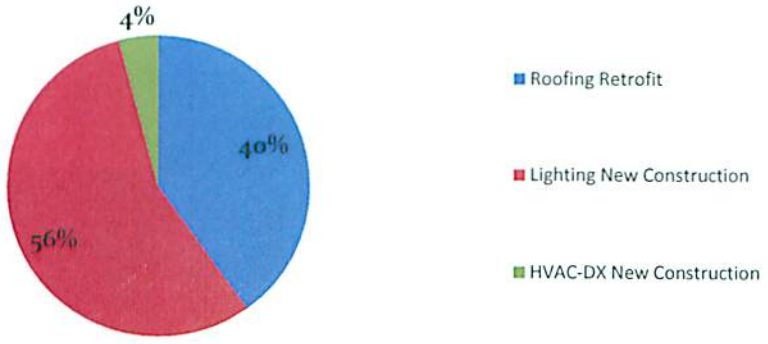
Total Achieved Incentives & Energy Savings

Program Year	est. kW saved	Annual kWh saved	Incentive	Annual Energy Savings
2012	0.58	2,313	$87.00	$231.30
2011	4.39	1,540	$658.50	$154.00
Grand Total	**5**	**3,853**	**$746**	**$385**

Projected 15-Year Energy Savings



Measure Mix



Annual Carbon Impact

*Calculated through the Environmental Protection Agency

1 cars off the road, or
298 gallons of gasoline, or
6 barrels of oil, or
1 acres of pine forests

All Projects

AEP TEXAS
A unit of American Electric Power

Year	Facility	Project	est. kW saved	Annual kWh saved	Incentive	Annual Energy Savings
2012			0.58	2,313	$87.00	$231.30
	Election Warehouse HVAC NC		0.1	161	$15.00	$16.10
		HVAC-DX	0.1	161	$15.00	$16.10
	Election Warehouse LTG NC		0.48	2,152	$72.00	$215.20
		Lighting	0.48	2,152	$72.00	$215.20
2011			4.39	1,540	$658.50	$154.00
	County Autopsy		4.39	1,540	$658.50	$154.00
		Roofing	4.39	1,540	$658.50	$154.00
Grand Total			4.97	3,853	$745.50	$385.30

AEP Texas CitySmart Program
Project Opportunity Identification Form

Organization Name: Hidalgo County

Your Name:

Date Completed:

	Building/Project Location	Physical Address	ESI ID# (From electric bill)	Measure	Project Type	Est. Start Date	Est. Finish Date	Project Probability (%)	Description & Comments	Next Steps
1	Courty House			Lighting	Retrofit		11/30/2013			Post inspection
2	Courty House			Roofing	Retrofit		11/30/2013			Post inspection
3	Forensic Science Center			Lighting	New Construction		4/30/2013			Post inspection
4	Forensic Science Center			HVAC DX	New Construction		4/30/2013			Post inspection
5	M Road			Lighting	New Construction		11/30/2013		Need Construction DWGS	Post inspection
6	M Road			HVAC DX	New Construction		11/30/2013		Need Construction DWGS	Post inspection
7	Old Admn:1st-2nd Floor			HVAC DX	Retrofit		11/30/2013			Post inspection
8	Pct 4: New Admn			HVAC DX	New Construction		11/30/2013		Need Construction DWGS	Post inspection
9	Pct 4: New Admn			Lighting	New Construction		11/30/2013		Need Construction DWGS	Post inspection
10										
11										

Benchmarking Summary

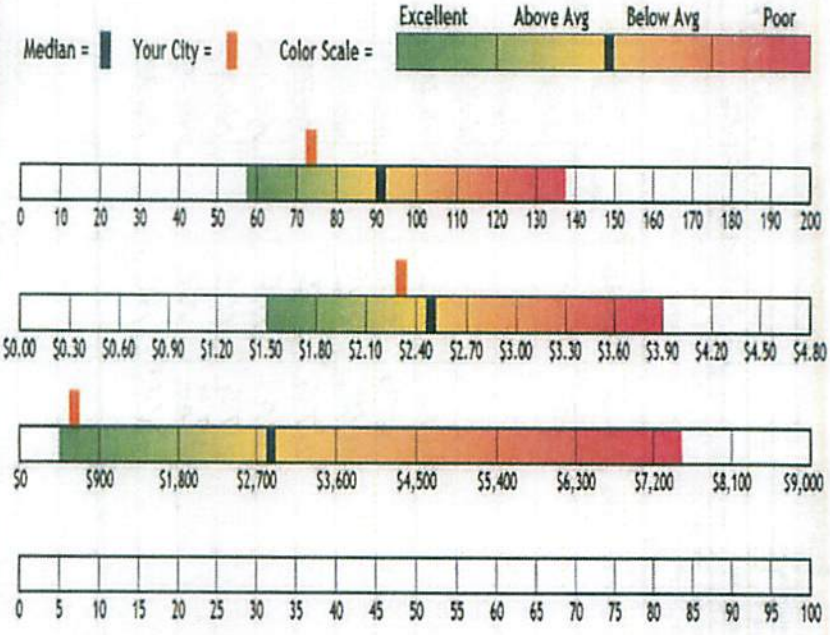
AEP Texas CitySmart Program

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

Energy Performance Benchmarking Analysis

County-Wide Summary / Hidalgo County

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



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

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

Monica Badillo

From: Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Monday, February 27, 2012 1:21 PM
To: 'Monica Badillo'
Subject: RE: MOU - energy efficiency

I have reviewed the MOU and approve as to the form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****

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****

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Monday, February 27, 2012 9:59 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Subject: MOU - energy efficiency

Hi Josie,
I should've sent this to you for review also sooner; sorry...can you review and approve? It's a no cost program. We did this last year.
Thanks,

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

17 Feb 2012 | Hello Monica, Please proceed. Thanks, Rick

23 JAN 2012
Hello Monica,
Attached is a copy of the old, previous agrmt, as well as the new one I'd like to put on the CC Agenda Please confirm. Thanks,
Rick

Richard Sunday

From: Richard Sunday [richard.sunday@co.hidalgo.tx.us]
Sent: Monday, January 23, 2012 3:24 PM
To: 'Jaime Longoria'; 'Ryan Smith'
Cc: 'Rolando Garcia'; 'Rey Salazar'; 'valde.guerra@co.hidalgo.tx.us'; 'Monica Badillo'; 'Humberto Garza'; 'Joseph Palacios'
Subject: Hidalgo Co - 2012 AEP CitySmart Program administered by CLEAResults; Mon., Jan. 23, 12pm, Determine 2012 Incentive Rebate Projects & Renew Agreement with CLEAResults.
Attachments: AEP,IncentiveCheck,CountyAutopsy,16Dec2011.htm; 2011,AEP,CLEAResults,MOUwithHidalcoCounty.jpg; Pg1of3,2012AEP,CitySmartMOU,CLEAResults.jpg; Pg2of3,AEP,CitySmartMOU,CLEAResults.jpg; Pg3of3,AEP,CitySmartMOU,CLEAResults.jpg

Thank you Mr. Longoria. I was the only one at the meeting. Ryan Smith and I met for about 30 minutes. Here's the re-cap:

A) $658.50 AEP incentive check for the County Autopsy Roof Project I submitted last year was mailed to Mr. Valde Guerra last week(white insulated high reflectance, repels heat, hence energy savings). I would appreciate very much being permitted to present it to CC (see attached 16 Dec. 2011 e-mail). Mr. Guerra, did you receive it yet? Please let me know when you do.

B) In December 2010, the "AEP Commercial Solutions Program" agreement called a "Memorandum of Understanding (MOU") was signed at CC authorizing AEP's sub-contractor CLEAResults to work with us on federally mandated energy reduction projects. That agreement expired in Nov. 2011, so it needs to be renewed by CC if they so desire. Attached is the new AEP MOU: Please note the program is now being called "CitySmart", not "Commercial Solutions Program." I will submit an Agenda Request to Monica Baudillo for this..

C) Under the "Commercial Solutions Program", now called "CitySmart", the County can qualify for a $150 rebate for every kW saved on the following projects:

1. County Autopsy Lighting (target finish Mar. 2012)
2. County Autopsy HVAC (target finish Mar. 2012)
3. Court House Roof (target finish Nov. 2012)
4. Pct 4 New Admin. Bldg. (target finish Nov. 2012)
5. Old Admin. 1st-2nd Flr. renovation; Lighting (target finish Nov. 2012)
6. Old Admin. 1st-2nd Flr. renovation; HVAC(target finish Nov. 2012)
7. Elections Warehouse Addition; Lighting (target finish Apr. 2012)
8. Election Warehouse Addition; HVAC (target finish Apr. 2012)
9. M Road Renovation Lighting (target finish Nov. 2012)
10. M Road Addition Lighting (target finish Nov. 2012)
11. M Road Addition HVAC (target finish Nov. 2012)

Add 2/28/12

To all concerned, these are low hanging fruit, all of which were either already in process and/or were going to get done no matter what happened with Vaz. & Assocs. or CLEAResults. However, should the Court choose to renew the CLEAResults MOU, which I highly recommend, the County could then collect incentive checks shortly after these projects are completed. Please note that none of the above conflict with the 5 Yr. Energy Plan we're pursuing with Vazaldua & Assocs.

Regards,
Rick Sunday, Infrastructure Systems Div. Mgr., Facilities Mgt. Dept., County of Hidalgo.

1/23/2012

Please confirm which day on CC Agenda. Would like same day as rebate check.

23 JAN 2012
2011 Program
Guide. Nov. 2011.
Needs updated,
app. used & signed
by CC for 2012

Partner

Signature: _____

Printed Name: RAMON GARCIA

Title: COUNTY JUDGE

Company Name: HIDALGO COUNTY

Address: 1615 S. CLOSNER STE. J
EDINBURG, TEXAS & 78539

Phone: (956) 318-2600

Fax: (956) 318-2699

Email: yolanda.chapa@co.hidalgo.tx.us

Date: December 27, 2010

Approved by Commissioners' Court
on 12/21/10

Please identify one (1) individual from the Facilities/Energy Management Department and one (1) individual from the Business/Finance Department who will be the *main points of contact* while working with the Commercial Solutions Program.

Facilities/Energy Management Point of Contact:

Name (Mr./Ms./Dr.): RICK SUNDAY Title: INFRASTRUCTURE SYSTEMS MANAGER

Organization: HIDALGO COUNTY Phone: (956) 289-7858

Address: 3100 S. HWY 281 Fax: (956) 318-2648

Edinburg, Texas 78539 E-Mail: richard.sunday@co.hidalgo.tx.us

Business/Finance Point of Contact:

Name (Mr./Ms./Dr.): VALDE GUERRA Title: EXECUTIVE OFFICER OF THE COURT

Organization: HIDALGO COUNTY Phone: (956) 292-7025

Address: 2828 S. Business 281 Fax: (956) 292-7035

Edinburg, Texas 78539 E-Mail: valde.guerra@co.hidalgo.tx.us

Please send completed LOI to:

CLEAResult Consulting
Attn: AEP Texas Team
4301 Westbank Dr, Bldg A-Suite 250
Austin, TX 78746
Fax: (866) 740-7210

The Commercial Solutions[SM] Program is provided by AEP TCC as part of the company's commitment to reduce energy consumption and demand. CLEAResult Consulting, Inc. implements the Commercial Solutions Program as an independent contractor. For more information, visit http://www.aepefficiency.com/texas.html or http://www.eeprograms.net/AEP

AI-37478 **Constables 8. A.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Armando Campos, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. #2:
1. Discussion, consideration and approval to appoint Victor Javier Rodriguez as Deputy Constable by Constable Martin Cantu, Constable Precinct 2 in accordance with Texas Local Government Code Section 86.011:
2. Discussion, consideration and approval to appoint Raul Eduardo Ayala & Jaime Gaitan as Reserve Deputy Constables, by Constable Martin Cantu, Constable Precinct 2 in accordance with Texas Local Government Code Section 86.012:

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-292-001-0-XXX

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

BUDGETARY IMPACT:

Funds available within slot/ position #0006.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/06/2013 03:59 PM
Human Resources	Sylvia Rios	03/08/2013 10:03 AM
Budget & Management	Merlen P. Munoz	03/08/2013 04:32 PM
Rosalinda Cantu	Rosie Cantu	03/08/2013 05:02 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Armando Campos Started On: 03/06/2013 10:32 AM

Final Approval Date: 03/08/2013

AI-37476 **Constables 8. B.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Armando Campos, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. #2:
Presentation and discussion of the 2012 Racial Profiling Report as presented by the Hidalgo County Constable Pct. 2 Office, in accordance with Article 2.133 of the Texas Code of Criminal Procedure.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary/ Fiscal Impact.

Attachments

code
REPORT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/06/2013 10:51 AM
Rosalinda Cantu	Rosie Cantu	03/07/2013 09:56 AM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Armando Campos Started On: 03/06/2013 10:28 AM

Final Approval Date: 03/08/2013

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

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

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

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

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

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

(A) the person's gender; and

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

(2) the initial reason for the stop;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FULL EXEMPTION RACIAL PROFILING REPORT

Agency Name:	HIDALGO CO. CONST. PCT. 2
Reporting Date:	02/21/2013
TCLEOSE Agency Number:	215102
Chief Administrator:	MARTIN CANTU
Agency Contact Information:	Phone: 9567843510 Email: armando.campos@co.hidalgo.tx.us Mailing Address: HIDALGO CO. CONST. PCT. 2 300 W Hall Acres Suite E Pharr, TX 78577

Article 2.132 CCP Law Enforcement Policy on Racial Profiling

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: ***MARTIN CANTU***

Chief Administrator

HIDALGO CO. CONST. PCT. 2

Date: 02/21/2013

Submitted electronically to the

Texas Commission on Law Enforcement
Officer Standards and Education

AI-37509 **Constables 8. C.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Constable Pct 4 (1100)

1. Approval of the following personnel actions:

Action	Slot #	Position	Budgeted Salary
Delete	0020	Deputy Constable (Step 1)	39,140.00
Create	0021	Sergeant (Step 1)	47,359.00

2. Approval of the revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Funds to cover difference in salaries, related to the proposed Sergeant position, available within Dept's (lapsed salaries) budget as of 03/08/2013.

Attachments

PARs

Job Description

Fiscal Note

Revised salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/07/2013 09:54 AM
Sylvia Solis	Sylvia Solis	03/08/2013 09:58 AM
Rosalinda Cantu	Rosie Cantu	03/08/2013 05:12 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Sylvia Rios Started On: 03/06/2013 04:39 PM

Final Approval Date: 03/08/2013

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 06 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CONSTABLE PRECINCT 4 **DATE:** 03-05-2013

CURRENT POSITION TITLE: DEPUTY CONSTABLE (STEP I) **CURRENT SLOT. #:** 20

REQUESTED POSITION TITLE: N/A
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 39,140.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ -39,140.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

AS PER COUNTY POLICY, CONSTABLE PRECINCT 4 IS ALLOTTED TWO SERGEANT POSITIONS, AS SUCH WE ARE SEEKING TO DELETE A VACANT DEPUTY POSITION AND CREATE A SERGEANT POSITION.

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	J.E. "EDDIE" GUERRA DEPARTMENT HEAD	3-6-2013 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2.	Esther A. Cortez/jpc HUMAN RESOURCES DIRECTOR	03-06-13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	03/07/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 06 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CONSTABLE PRECINCT 4 **DATE:** 03-05-2013

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:** 21

REQUESTED POSITION TITLE: SERGEANT (STEP I)
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 47,359.00 (Proposed Budgeted Salary) $ 47,359.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

AS PER COUNTY POLICY, CONSTABLE PRECINCT 4 IS ALLOTTED TWO SERGEANT POSITIONS, AS SUCH WE ARE SEEKING TO DELETE A VACANT DEPUTY POSITION AND CREATE A SERGEANT POSITION.

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

SEE ATTACHED

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	J.E. "EDDIE" GUERRA DEPARTMENT HEAD	3-6-2013 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez /jge HUMAN RESOURCES DIRECTOR	03.06.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	03/07/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
CONSTABLE PRECINCT 4 OFFICE

SERGEANT

SUMMARY:
May be assigned to patrol, narcotics, court processes or criminal investigation work. Depending on area to which assigned, may perform primarily undercover and surveillance work, patrol work, civil and criminal process serving or investigating work.

ESSENTIAL DUTIES AND RESPONSIBILITES:
Depending on the area of criminal enforcement to which assigned, may perform any of the following duties:

- Patrol an assigned area, generally by vehicle, to prevent crimes and enforce laws and regulations;
- Respond to emergency calls and routine complaints and take action as necessary;
- Issue traffic citations and direct traffic;
- Investigate traffic accidents and crimes against persons and property and assist federal, state and local law enforcement officials;
- Keeps records of activities and makes reports concerning crimes, complaints, accidents, and investigations;
- Files cases with district attorney or U.S. attorneys;
- Make lawful arrests for violation of laws for the State of Texas and local governments ordinance and/or resolution;
- Serve felony, misdemeanor and mental commitment warrants and make arrests;
- Serve court papers including writs, summons, subpoenas, capias, etc;
- Question witnesses and suspects and take statements;
- Assist other law enforcement agencies as needed;
- Meets with informants and conducts undercover narcotics investigations;
- Conducts background investigations on applications for law enforcements and correction positions;
- Gathers and labels evidence, taikes photographs and fingerprints, guards and transports prisoners and testifies in court;
- May address and work with community groups to promote good public relations and to inform citizens of police activities and crime prevention;
- May be responsible for animal control, especially relating to cattle on roadways;
- Return persons who have been arrested in Hidalgo County to other locations in and out and out of state;
- Approved subordinates reports and insure subordinates complete their daily assigned duties;
- Regular attendance is a must;
- Ability to work with others.

SUPERVIOSRY RESPONSIBILITIES:

- Will supervise those investigations, deputy constable's, communication officer, and civilian personnel that have been placed in his/her charge;
- Will ensure that subordinate personnel in his/her charge carry out day to day duties as defined by job description, level of responsibilities; department goals, and applicable federal and state laws;
- Shall report both orally and in written form, poor job performance, violations of department policy, and violations of federal and state laws involving and subordinate or officer of same of higher rank, through established chain of command;

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High School Diploma or general education degree (GED)
- Four (4) years experience as a Peace Officer immediately preceding the date of application;
- Applications for employee should reflect any increases in responsibilities during previous or current employment;
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

- Applicant must posses a current Peace Officer Certification immediately preceding the date of application;
- Application for employment should reflect any increases in responsibilities during previous or current employment.
- Bilingual is preferred.

OTHER SKILLS AND ABILITIES

- Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws;
- Ability to establish and maintain effective working relationships with other county employees and officials, law enforcements agencies and the general public;
- Ability to analyze situations and adopt a quick, effective and reasonable course of action;
- Ability to write clear and concise reports and to maintain complete records as required;
- Ability to learn the use and care of vehicles, firearms, and specialized equipment;
- Ability to communicate effectively orally or in writing;
- Good physical condition;
- Ability to solve basic mathematical problems involving addition, subtraction, multiplication and division;
- Ability to use decimals and percentages in solving such problems;
- Ability to speak, read, and write in English;

- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals;
- Ability to write routine reports and correspondence;
- Ability to speak effectively before groups of employees or organizations;
- Ability to also speak and write in Spanish preferred;
- Ability to solve pratical problems and deal with a variety of concrete variables in situations where only limited standardizations exists;
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form;
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the county.

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

While performing the duties of this job, the employee is required to stand, walk, talk and hear. The employee frequently is required to sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; stoop, kneel, crouch or crawl. Employee subdues and restrains uncooperative inmates, runs, climb stairs, pushes heavy doors, handles and distributes heavy food/drink containers.

The employee must regularly lift and/or move up to ten (10) pounds, occasionally lift and/or move up to twenty-five (25) pounds, and in emergency situations, lift inmates with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Employee utilizes all visual abilities to keep and maintain control of inmates.

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

While performing the duties of this job, the employee frequently works near moving mechanical parts such as the doors and gates throughout the prison. The employee is occasionally exposed to fumes and airborne particles. The risk of electrical shock is present because of the large amount of electrical equipment which the officer encounters during the shift. The employee may be required to work outdoors or in areas where temperatures could exceed 100 degrees Fahrenheit or below 0 degrees Fahrenheit.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:
- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Approved 2001

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:

Required to follow all department's safety regulations.

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, March 12, 2013** **Agenda Item:** 37509

Summary of request/proposal:
CONSTABLE PCT. 4 (1100):
Approval to delete and/or create the following regular full-time position:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	DEPUTY CONSTABLE (STEP I)	0020	113	39,140.00	0.00	(39,140.00)
1100	SERGEANT (STEP I)	0021	113	0.00	47,359.00	47,359.00
				39,140.00	47,359.00	8,219.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-421-00-294-001-0-	113	CONSTABLE PCT 4 -	REG F/T EMPLOYEES	$6,644.48
3-1100-421-00-294-001-0-	211	CONSTABLE PCT 4 -	HEALTH INSURANCE	$0.00
3-1100-421-00-294-001-0-	212	CONSTABLE PCT 4 -	LIFE INSURANCE	$0.00
3-1100-421-00-294-001-0-	220	CONSTABLE PCT 4 -	FICA	$508.30
3-1100-421-00-294-001-0-	230	CONSTABLE PCT 4 -	RETIREMENT	$685.71
3-1100-421-00-294-001-0-	250	CONSTABLE PCT 4 -	UNEMPLOYMENT COMP	$33.22
3-1100-421-00-294-001-0-	260	CONSTABLE PCT 4 -	WORKER'S COMP	$52.49
			2013 Budgetary Impact	$7,924.20

2014 Budgetary Impact: $9,801.98

Possible Funding Sources: within Dept's budget - lapsed salaries

Comments:

Hidalgo Co. Budget Office

2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-421-00-294-001-0

AI - 37509

CONSTABLE PCT. 4

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	CONSTABLE	$68,190.00	$11,810.00	$80,000.00	0	$0.00	$0.00	$80,000.00	$80,000.00	$0.00	$0.00	$4,500.00	$14,000.00	$0.00	$98,500.00
0002	113	CHIEF DEPUTY CONSTABLE II STEP II	$50,578.00	$1,770.00	$52,348.00	0.03	$1,570.44	$0.00	$53,918.00	$53,918.00	$420.00	$0.00	$4,800.00	$0.00	$0.00	$59,138.00
0003	113	SR. DEPUTY CONSTABLE STEP III	$43,263.00	$1,514.00	$44,777.00	0.03	$1,343.31	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$47,920.00
0005	113	DEPUTY CONSTABLE STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,510.00
0006	113	SR. DEPUTY CONSTABLE STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$420.00	$0.00	$1,800.00	$0.00	$0.00	$46,781.00
0007	113	DEPUTY CONSTABLE STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$1,200.00	$0.00	$0.00	$42,070.00
0008	113	ADMINISTRATIVE ASSISTANT I	$25,839.00	$251.00	$26,090.00	0.03	$782.70	$0.00	$26,873.00	$26,873.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,873.00
0009	113	DEPUTY CONSTABLE STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$1,800.00	$0.00	$0.00	$42,610.00
0010	113	SR. DEPUTY CONSTABLE STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$1,200.00	$0.00	$0.00	$49,774.00
0011	113	DEPUTY CONSTABLE STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$0.00	$0.00	$3,000.00	$0.00	$0.00	$43,510.00
0012	113	SR. DEPUTY CONSTABLE STEP IV - PEACE OFF BP	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$49,594.00
0013	113	SR. DEPUTY CONSTABLE STEP II	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$360.00	$0.00	$0.00	$0.00	$0.00	$44,921.00
0014	113	SR. DEPUTY CONSTABLE STEP II - PEACE OFF BP	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$360.00	$0.00	$1,200.00	$0.00	$0.00	$46,121.00
0016	113	SR. DEPUTY CONSTABLE STEP II - BIKE PATROL	$41,800.00	$1,463.00	$43,263.00	0.03	$1,297.89	$0.00	$44,561.00	$44,561.00	$420.00	$0.00	$0.00	$0.00	$0.00	$44,981.00
0017	113	DEPUTY CONSTABLE STEP I	$36,480.00	$1,520.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0018	113	ADMINISTRATIVE ASSISTANT I	$23,385.00	$0.00	$23,385.00	0.03	$701.55	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0019	113	SERGEANT STEP IV	$49,255.00	$1,724.00	$50,979.00	0.03	$1,529.37	$0.00	$52,508.00	$52,508.00	$960.00	$0.00	$1,200.00	$0.00	$0.00	$54,668.00
~~0020~~	~~113~~	~~DEPUTY CONSTABLE STEP I~~	~~$0.00~~	~~$38,000.00~~	~~$38,000.00~~	~~0.03~~	~~$1,140.00~~	~~$0.00~~	~~$39,140.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0021	113	SERGEANT STEP I	$0.00	$47,359.00	$47,359.00	0	$0.00	$0.00	$47,359.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$705,744.00	$80,254.00	$785,998.00		$19,759.27	$0.00	$805,757.00	$758,398.00	$5,700.00	$0.00	$23,100.00	$14,000.00	$0.00	$801,198.00

Approval to delete and/ or created the above highlighted full-time positions.
All personnel actions pending CC approval.

AI-37445 **Justices of the Peace 9. A.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

J.P. Pct. 2, Pl. 1 - Bobby Contreras:
Pursuant to Texas Local Government Code section 157.903, requesting approval of indemnification in the amount of $734.00 for two (2) undeposited/unaccounted checks.

BACKGROUND

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

Funding: 3-1100-xxxxxxxxxxxx.890

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-412-00-063-001-0-890

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

BUDGETARY IMPACT:

$4,845.00 AVAILABLE BALANCE AS OF 03-07-13.

Attachments

letter

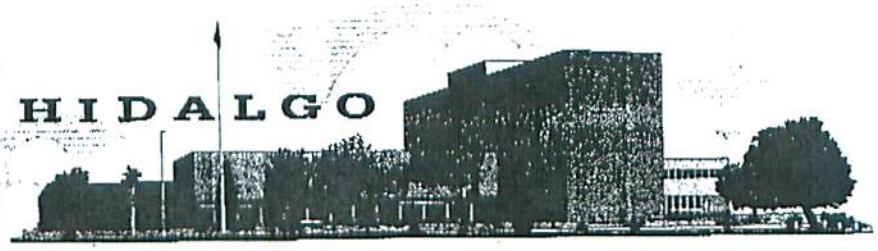
Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/05/2013 02:05 PM
Rosalinda Cantu	Rosie Cantu	03/07/2013 10:10 AM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Monica Badillo Started On: 03/04/2013 04:57 PM

Final Approval Date: 03/08/2013

COUNTY of HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Hwy 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 292-7602
WEBSITE: http://www.co.hidalgo.tx.us/auditor

EDINBURG, TEXAS 78539

January 8, 2013

Transmitted Via Fax and Mail

Honorable Roberto Contreras
Justice of the Peace, Pct. 2, Pl. 1
300 W. Hall Acres, Suite F
Pharr, Texas 78577

Re: Loss of County Funds

Dear Judge Contreras:

On September 27, 2011, your office issued receipt number 21976J21 in the amount of $367.00 for check number 7522 related to docket number CR-5358-11-21 and receipt number 21993J21 in the amount of $367.00 for check number 1074 related to docket number CR-5369-11-2. The check number noted on receipt number 21993J21 incorrectly referenced check number 1074 as the method of payment. Pursuant to the bank deposit images, check number 1074 in the amount of $217.00 was utilized to make payment on docket number CR-5393-11-21 (receipt number 21985J21). The County Treasurer receipted the funds on September 29, 2011 with receipt number 150078.

On September 27, 2011, First National Bank, the county depository bank, made a deposit correction and decreased the deposit amount by $734.00 claiming that the above mentioned checks had not been included with the deposit. According to your staff, both checks were deposited along with the rest of the days collections; however, the checks could not be accounted for on the deposit images provided by First National Bank for deposit slip number 1211663 (see attachment). To date, collection on the above mentioned checks has not been made; therefore, your undistributed account is short $734.00.

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

Efforts to collect the $734.00 should be made no later than January 22, 2013 and be properly documented. If collection efforts fail, a request for indemnification may be requested from Commissioners Court no later than January 25, 2013. The Department of Budget and Management may be able to assist you in presenting the reimbursement request to Commissioners Court. If the loss is not absolved, you may be held responsible for reimbursing the County for the lost County funds.

Your prompt attention to this matter is greatly appreciated. If you should have any questions, please do not hesitate to call Marissa Castillo, Internal Auditor I, at 318-2511 ext. 4650, Yvonne Torres, Revenue Audit Supervisor, at ext. 4642, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, or me at ext. 4604.

Respectfully,

Ray Enfradio, CPA
County Auditor

Cc: The Honorable Norma Garcia, Hidalgo County Treasurer
Mr. Valde Guerra, Commissioners Court Executive Officer

Enclosures

FIRST NATIONAL BANK

First National Ba
P.O. Box 8
Edinburg, TX 785
1-877-380-85

View Check Image

7

[redacted]

customer deposit correction

Date: 9/27/2011

COUNTY OF HIDALGO
GENERAL FUND
2810 S. BUSINESS HIGHWAY 281
EDINBURG TX 78539

Prepared By: jhamilkem

Approved By:

Account Number: 14009455

Sequence: 439 - 1 - 1 - 1

The deposit presented in the amount of $7,792.00 was adjusted. $734.00 was subtracted from your account. The new total is $7,058.00

Debit

Reason: Item(s) Listed Not Included

09/28/2011 09:16 9566874990 BOBBY CONTRERAS PAGE 04

COUNTY OF HIDALGO - GENERAL FUND
C/O JUDGE ROBERT CONTRERAS
JUSTICE OF THE PEACE PCT 2, PL 1
1610 N. JACKSON RD, PHARR, TX 78577

DATE 9/27/11

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
ENDORSE & LIST CHECKS SEPARATELY OR ATTACH LIST

	DOLLARS	CENTS
CURRENCY 33194	217.	00
COIN 7538	217	00
CHECKS 7531	367.	00
1 7578	217.	00
2 7522	367.	00
3 7523	212	00
4 7524	217	00
5 1063	367	00
6 1068	367	00
7 1080	367	00
8 1031	212	00
9 1075	367.	00
10 1019	200	00
11 1078	217.	00
12 1061	217.	00
13 068578	217	00
14 069192	367.	00
15 068596	367.	00
16 068595	367.	00
17 069091	217	00
18 068527	217.	00
19 1074	367.	00
20 1081	367.	00
21 1058	367.	00
22 1066	217.	00
23 1075	217.	00
24 1076	367.	00
25		
26		
27		
28		
TOTAL FROM ATTACHED LIST		
TOTAL DEPOSIT THIS ITEM	$ 7792	00

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

FIRST NATIONAL BANK
FNB PHARR CAGE

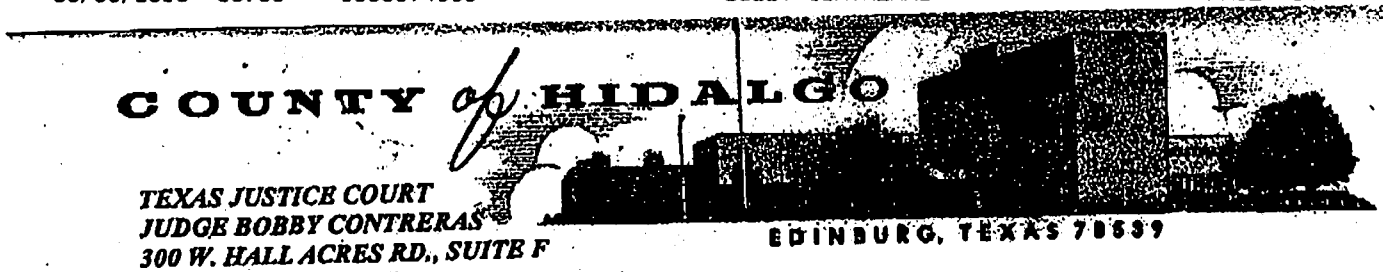
Drawer 912 Trans # 139
9/27/11 17:02:06
Credit to Account on 9/27/11
Account ********** 9455
D

Tran Amount 7792.00
Cash Back .00

NEW 6PM cut off at all branches.
Ask a banker for details.

Deposits are subject to the terms and conditions of the banks deposit and check clearing policy therefore funds may not be available for immediate withdrawal.

Customer Service Hours
Mon-Fri 8am-6pm
Sat 9am-1pm
Toll Free at
1-877-380-8573



TEXAS JUSTICE COURT
JUDGE BOBBY CONTRERAS
300 W. HALL ACRES RD., SUITE F
PHARR, TEXAS 78577
(956) 784-3540
(956) 784-3541-fax

January 31; 2013

Carlos E. Garcia, CHB LLC
P.O. Box 9118
Hidalgo, Texas 78557

To Whom It May Concern:

On September 27, 2011 we received your check #7522 dated September 4, 2011 for $367.00 to pay for citation #TX116UW1PH09, the Hidalgo County Auditor's Department has advised our Court that said check was not credited to our bank account, therefore, we are requesting information from you to see if this check cleared from your bank account.

If you need further information, please contact me at (956)784-3540.

Sincerely,

Ofelia Ortiz Flores

Ofelia Ortiz Flores
Court Coordinator
Justice of the Peace Court
Precinct 2, Place 1

THE COUNTY OF HIDALGO TEXAS

CONTROL NO. 2200410

CR-5358-11-21

ORIGINAL

Judge Bobby Contreras
Jp2, Place 1
300 W Hall Acres Ste. F
Pharr, Texas 78577

Receipt #: 219762121

Docket #: CR-5358-11-21

Style: The State of Texas VS Fabian Vasquez Paez

Plea :

Carlos E Garcia Dib Llc For
Paez, Fabian Vasquez
Loma Alta #115 San Gerardo
Reynosa, Tamps., Mexico

Dept. of Public Safety	
#Consolidated Court Costs	
#Courthouse Security	
Justice Court Technology Fund	
Local Transaction Fee	
Jury Service Fee	
Support of Judiciary Fund - State	
Support of Judiciary Fund - County	
Courthouse Security Fund 5%	
INDIGENT DEFENSE REIMBURSEMENT	2.00
County Fine	
Total	$367.00

Balance Due: 0.00

Date Received: 09/27/11 Issued By: JP2MLC

Dep. Date: 09/27/11 Pay Method: Check

Ref# 7522

Statutory Fees Set By State Legislature

TXDPS COMMERCIAL VEHICLE ENFORCEMENT 3

2011-09-03 13:44

TX116UW1PH09

CP#0798289

15PHW12455860800009

(1) PF-PHPHA IN HIDALGO CO. (0-0)

RODRIGO GONZALEZ VENTERRA

ORIENTE 3 NO 251 REYNOSA TA 88710

DL# TAHP405166 TA

PAEZ-VAZQUEZ, FABIAN

LOMA ALTA 115 FRACC SAN JERONIMO REYNOSA, TA 88709

HH 1980-11-17 08/11/2015

UNIT TYPE	MAKE	COB	PLATE	ST	VIN
			703DRB	TA	2A9TA3HM311020032
			A3d86D	TX	3DTV612J4NA208075

X(11380)--00(30920)--00(37960)

80,260 68,880

BOSS

62000

34000 60000

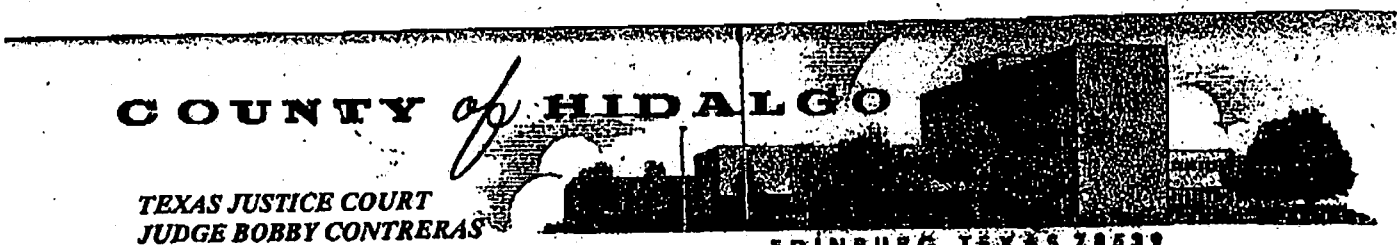
SHIFT 2260 LBS FROM 4-5 TO 2-3

VIOLATIONS DISCOVERED

Yes	D	
OVER 34,000 LBS. TANDEM AXLE - AXLE # 2 - 37960/34000 OVER 3960		
OVER NET WT GROUP OF AXLES	D	68880/62000 OVER 660 LBS
OVER ALLOWABLE GROSS WEIGHT	D	80260/80000 OVER 260 LBS

1117
LEMON
MARTINEZ DE LA TORRE, VC
LAREDO, TX

P GUERRERO 10741 J A 06



COUNTY of HIDALGO

TEXAS JUSTICE COURT
JUDGE BOBBY CONTRERAS
300 W. HALL ACRES RD., SUITE F
PHARR, TEXAS 78577
(956) 784-3540
(956) 784-3541-fax

EDINBURG, TEXAS 78539

January 31, 2013

Logistica Customs Brokerage, LLC
2101 W. Military Hwy., Suite 67
McAllen, Texas 78503

To Whom It May Concern:

On September 27, 2011 we received your check #1074 dated September 17, 2011 for $367.00 to pay for citation #TX1178W1PH0G, the Hidalgo County Auditor's Department has advised our Court that said check was not credited to our bank account, therefore, we are requesting information from you to see if this check cleared from your bank account.

If you need further information, please contact me at (956)784-3540.

Sincerely,

Ofelia Ortiz Flores
Court Coordinator
Justice of the Peace Court
Precinct 2, Place 1

THE COUNTY OF HIDALGO TEXAS

2200427

CR-5369-11-21

ORIGINAL

Judge Bobby Contreras
Jp2, Place 1
300 W Hall Acres Ste. F
Pharr, Texas 78577

Receipt #: 2193321
Docket #: CR-5369-11-21
Style: The State of Texas VS Benaro Rodriguez

Plea :

Logistica Custom Brokerage, Llc for
Rodriguez, Benaro
C Aguas Calientes 16
Reynosa, Ta 88730

Balance Due: 0.00 Issued By: JP2MOLC
Date Received: 03/27/11
Dep. Date: 03/27/11 Pay Method: Check
Ref# 1874
Statutory Fees Set By State Legislature

Dept. of Public Safety	3.00
#Courthouse Security	40.00
#Consolidated Court Costs	4.00
Justice Court Technology Fund	2.00
Local Transaction Fee	5.00
Jury Service Fee	5.00
Support of Judiciary Fund	5.00
Support of Judiciary Fund - County	4.00
Courthouse Security Fund 5%	2.00
INDIGENT DEFENSE RECOVERY	300.00
County Fine	
Total	435.00

TAOPS COMMERCIAL VEHICLE ENFORCEMENT 3

TX1178W1PH0G
CP#0210590

UNIT TYPE	MAKE	CO#	PLATE	ST	VIN
		14	215SS2	TA	1FUYSSZB9WL890589
		3003	861WF8	TA	1UYVS25337U046103

X(12220)--00(39540)--00(28100)

79,860 67,640

SHIFT 2140 LBS FROM 2-1 TO 4-5

Yes D

5540 LBS

60432
CUCUMBER
AGUASCALIENTES, AG
DOBBA, TX

P GUERRERO 10741 3 A 06

P Guerrero 10741 3 A 06

P Guerrero

AI-37449 **Sheriff's Office 10. A.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization and approval to accept the Local Border Security Program FY 2013 Grant (LBSP-13).
2. Authorization for County Judge, as authorized official to sign grant award form.
3. Approval of certification of Revenues as certified by the County Auditor for the Local Border Security Program
FY 2013 (LBSP-13).
4. Approval to appropriate the budget for LBSP-13 grant award in the amount of $200,169.04.

BACKGROUND

1. Authorization to apply for LBSP-13 (AI#35693) approved by Commissioners' Court on 12/18/12.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1284-421-00-280-080-3-XXX

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

BUDGETARY IMPACT:

No local match is required

Revenue account# 3-1284-334-10-280-080-3-000

Expenses relating to Health insurance, Life insurance, retirement, worker's compensation, and unemployment compensation assigned to the overtime hours are to be charged to the Sheriff's Budget (Account # 3-1100-421-00-280-001-0-XXX).

Attachments

Award notice

Certification of Revenues

Budget Appropriation

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	03/05/2013 10:21 AM
Budget & Management	Obdett Calzada	03/05/2013 02:07 PM
Manuel Chapa	Manuel Chapa	03/08/2013 03:07 PM
Rosalinda Cantu	Rosie Cantu	03/08/2013 04:35 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

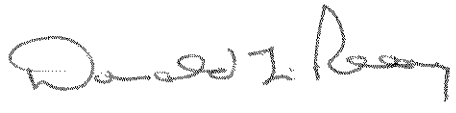
Form Started By: Maria Del Rosario Gonzalez Started On: 03/05/2013 08:31 AM

Final Approval Date: 03/08/2013

NOTICE OF SUB GRANT AWARD

TEXAS BORDER SHERIFF'S COALITION

Program Title:	Local Border Security Program FY 2013 (LBSP-13)
Funding Instrument:	Grant Appropriations Act, Rider 41, 82nd Legislature
Administered by:	Texas Border Sheriff's Coalition 240 Thunderbird, Suite A El Paso, Texas 79912
Sub Grant Number	LBSP-13 (Hidalgo)
Recipient:	Hidalgo County
Amount of Grant:	$200,169.04
Period of Grant:	January 1, 2013 – August 31, 2013

AGENCY APPROVAL	GRANT ACCEPTANCE
	
Donald L. Reay Executive Director Texas Border Sheriff's Coalition	Printed Name: Ramon Garcia Title: County Judge
Date:	Date:

Return Signed Original to:

Texas Border Sheriff's Coalition
240 Thunderbird, Suite A
El Paso, Texas 79912

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

March 7, 2013

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Ranger Division - Texas Department of Public Safety. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$200,169.04	Award No. LBSP-13 (Hidalgo)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/8/13
Date

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

DATE: March 5, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Local Border Security Program FY2013(LBSP-13)

ACCOUNT NUMBER: 3-1284-421-00-280-080-3-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
3-1284-421-00-280-080-3-	131 - Overtime pay	156,059.40
3-1284-421-00-280-080-3-	220 - FICA	11,938.54
3-1284-421-00-280-080-3-	581 - In county employee travel	32,171.10
	TOTAL APPROPRIATIONS	**200,169.04**
3-1284-334-10-280-080-3-000	**Local Border Security Program FY2013 (LBSP-13)**	**200,169.04**
	TOTAL REVENUES	**200,169.04**

REASON: **To appropriate budget for Local Border Security Program FY 2013 to fund overtime, FICA, and operational costs.**

Funding period is January 1, 2013 to August 31, 2013.

Note: Expenses relating to Health Insurance, Life Insurance, Retirement, Worker's compensation, and Unemployment compensation assigned to the overtime hours are to be charged to the Sheriff's Budget (Account # 3-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-37515 **10. B.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval to process the following Verizon & AT&T invoices as claims with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

Verizon			
Account #	**Telephone #**	**Billing Date**	**Amount**
10 5492 2826441184 06	956-973-1606-121018	11-16-2012	$524.68
10 5492 2826441184 06	956-973-1606-121018	12-16-2012	229.53
10 5492 2826441184 06	956-973-1606-121018	01-16-2013	212.75
10 5492 2826441184 06	956-973-1606-121018	02-16-2013	212.71

AT&T (Long Distance)			
Invoice	**Telephone #**	**Billing Date**	**Amount**
859834797	956-973-1606	2-16-2013	$3.52

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-423-21-280-036-0-XXX

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

BUDGETARY IMPACT:

Available balance as of 3-7-13 under Object Code:
531 $2,200.00
855 $ 50.00

Attachments

Verizon 11-16-2012
Verizon 12-16-2012
Verizon 01-16-2013
Verizon 02-16-2013
AT&T 2-16-2013

Form Review

Inbox **Reviewed By** **Date**

Emilia Uriegas	Emilia Uriegas	03/07/2013 10:10 AM
Budget & Management	Obdett Calzada	03/07/2013 01:10 PM
Manuel Chapa	Manuel Chapa	03/07/2013 04:20 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Virginia Rodriguez Started On: 03/07/2013 09:28 AM

Final Approval Date: 03/08/2013

HIDALGO COUNTY SHERIFF'S OFC

Account Summary

Previous Charges	
No Payment Received	.00
Balance	**$ .00**
New Charges	
Verizon (page 3)	$ 524.68
Total New Charges Due Dec 11, 2012	**$ 524.68**
To avoid a late payment charge of 5.0% or $5.00, whichever is greater, payment must be received before Dec 16, 2012.	
Total Due	**$ 524.68**

F

P.O. # NO
Invoice Received By:
V. Rodriguez on: 2-01-13
Good/Services Received By:
V. Rodriguez on: 11-16-12 12:15-P
3-1100-423-21-280-036-0-531

Mail Payments To:
VERIZON SOUTHWEST, PO BOX 920041, DALLAS TX 75392-0041

Change of billing address?
Go to verizon.com/billingaddress or call us.

▼ Detach & return payment slip with your check, payable to Verizon.

verizon

Account: 10 5492 2826441184 06
New Charges Due: Dec 11, 2012
Total Due: $ 524.68

210*HBRDA1
00062350 0000296567
10-TX 5492
9569731606 20121018

111612

Amount Paid :
$ ☐☐☐.☐☐

00001494 01 AT 0.374 0008 +
HIDALGO COUNTY SHERIFF'S OFC
1902 JOE STEPHENS AVE
WESLACO TX 78596-3700

VERIZON SOUTHWEST
PO BOX 920041
DALLAS TX 75392-0041

10 5492 2826441184 06N00000000000 00000052468 00

How to Reach Us

Billing Questions	enterprisecenter.verizon.com	1-800-483-6000	8:30 am - 5 pm M-F
Order Questions	enterprisecenter.verizon.com	1-800-483-6000	8:30 am - 5 pm M-F
Online billing and payment	enterprisecenter.verizon.com		24 hours a day
Repair	enterprisecenter.verizon.com	1-888-875-4144	24 hours a day
Pay By Phone Service*	(third party fee applies)	1-800-345-6563	24 hours a day
Payment Arrangements		1-800-440-8052	7:00am-6:00pm CST M-F

* Pay by Phone Service - This service is optional and provided by an independent third party vendor for a fee.

For Your Information

Previous Payments
If you sent a payment that we did not receive in time to be reflected on this bill, please deduct that amount before sending payment. To check whether your payment has been received, call the Billing Questions number above.

Returned Payment
If your payment is returned for any reason, Verizon will resubmit it electronically. A charge may apply for each payment returned.

Past Due Amounts
The due date on your bill only applies to New Charges. Any past due amount should be paid immediately.

Service Suspension for Non-Payment
Based on state regulatory and notice requirements, once your bill is past due, some or all of your service may be suspended. Charges may apply to suspend and reconnect service. A deposit to reestablish service may also be required.

TX Slamming & Cramming
If you think you have been slammed, (your long distance service switched without your permission) or crammed (charged for services that you did not authorize), please contact us. If we do not resolve your problem, you may write the Public Utility Commission of Texas, c/o Office of Consumer Protection, PO Box 13326, Austin, TX 78711-3326, email at (customer@puc.state.tx.us) or call 512-936-7120 (toll free in Texas 1-888-782-8477). TTY service available on 512-936-7136.

Consumer Information
For important consumer information see the Customer Guide in your Verizon White pages.

Automatic Bill Payment Enrollment for Account:

Enroll at verizon.com, or complete 4 steps below to authorize and instruct your financial institution to deduct the amount of your monthly telephone bill from your checking account and remit directly to Verizon. This also enrolls you in Paperless billing.
To discontinue Automatic Bill Payment, you must call Verizon.

1. Check box **2. Sign here** **3. Put date here**

4. Print email address here

Go Green! Go Paperless Billing! Pay Electronically!

MONTHLY LOCAL SERVICE - REGULATED (Nov 16 to Dec 15)

BASIC LOCAL SERVICE CHARGE

	Description	Qty	Unit Rate	
1	Federal Access Recovery Charge	4	.86	3.44
2	Business Line	4	33.95	135.80
3	Federal Subscriber Line Charge	4	7.38	29.52
			Subtotal	168.76
	Total			**$ 168.76**

ADDING AND CHANGING SERVICE

This section shows partial-month billing. If you are adding a new product, it shows charges for the number of days that you had the product before your Billing Date. If you are removing a product, it shows credits for the days you did not have the product but had paid for it in advance. You can find your month-in-advance charges in the MONTHLY SERVICE section.

For 956 973-1606

Services Added

	Product Description	Qty	Order Number	Effective Date	
4	Federal Subscriber Line Charge	1	I1854500	Oct 18	6.89
5	Federal Access Recovery Charge	1	I1854500	Oct 18	.80
6	Business Line	1	I1854500	Oct 18	31.69
			Total Services Added		**39.38**

Service Order Charges and Credits

	Product Description	Order Number	Effective Date	
7	*Trip charge	I1854500	Oct 18	9.00
8	*Initial order	I1854500	Oct 18	31.50
9	*Line connection	I1854500	Oct 18	80.00
	Total Service Order Charges and Credits			**120.50**

For 956 973-1629

Services Added

	Product Description	Qty	Order Number	Effective Date	
10	Federal Subscriber Line Charge	1	I1854500	Oct 18	6.89
11	Federal Access Recovery Charge	1	I1854500	Oct 18	.80
12	Business Line	1	I1854500	Oct 18	31.69
			Total Services Added		**39.38**

For 956 973-1634

Services Added

	Product Description	Qty	Order Number	Effective Date	
13	Federal Subscriber Line Charge	1	I1854500	Oct 18	6.89
14	Federal Access Recovery Charge	1	I1854500	Oct 18	.80
15	Business Line	1	I1854500	Oct 18	31.69
			Total Services Added		**39.38**

For 956 973-1704

Services Added

	Product Description	Qty	Order Number	Effective Date	
16	Federal Subscriber Line Charge	1	I1854500	Oct 18	6.89
17	Federal Access Recovery Charge	1	I1854500	Oct 18	.80
18	Business Line	1	I1854500	Oct 18	31.69
			Total Services Added		**39.38**
	Total Adding and Changing Service				**$ 278.02**

REGULATED SERVICE TAXES AND SURCHARGES

19	Federal Excise Tax	10.14
20	TX State Sales Tax	30.13
21	Cost of service surcharge	.67
22	Texas Universal Service	16.50

REGULATED SERVICE TAXES AND SURCHARGES (continued)	
1 9-1-1 Equalization Fee	.24
2 9-1-1 Fee	2.00
3 Federal Universal Service Fee	18.22
Total	**$ 77.90**
Verizon regulated charges	***$ 524.68***
Total Verizon charges	***$ 524.68***

Your local toll provider is SBC Long Distance.

956 973-1606

Notice: You have selected SBC Long Distance as your long distance provider on Oct 18, 2012.

Cost of change: $.00

956 973-1629

Notice: You have selected SBC Long Distance as your long distance provider on Oct 18, 2012.

Cost of change: $.00

956 973-1634

Notice: You have selected SBC Long Distance as your long distance provider on Oct 18, 2012.

Cost of change: $.00

956 973-1704

Notice: You have selected SBC Long Distance as your long distance provider on Oct 18, 2012.

Cost of change: $.00

ITEMIZATION OF TELEPHONE NUMBERS:

Listed below are the telephone numbers included with this billing:

956 973-1606 956 973-1629 956 973-1634 956 973-1704

Should you have any questions, please contact Verizon by using the telephone number listed on page two of your bill.

Dear Valued Customer:

Thank you for choosing Verizon as your telecommunications business partner.

As a valued customer, we want to make sure your billing experience is as easy as possible. Customers often ask about their first bill. All monthly services are billed one month in advance. The first bill you receive will be higher than a normal one-month bill. Because your local service is billed one month in advance, your first bill will include both the one month of local service and the charges for the number of days you had the service before the Statement Ending/Billing Date. In addition, charges for connecting or changing your service usually appear on the first bill, as well as any surcharges and taxes assessed by local, state and federal agencies. The second bill you receive will be a regular one-month bill.

The introductory pages of your Verizon Telephone Directory contain information on local and long-distance calling, an explanation of your telephone bill, and telephone numbers to assist you in contacting Verizon. Visit our website at *www.verizon.com* for more information about products and services currently available from Verizon.

If you have questions about your bill or our services, please call us at the 800 number listed on page 2 of your bill.

We appreciate your business, and we look forward to working with you in utilizing telecommunications to the betterment of your business.

Thank you for your business.

Selecting a Telecommunications Carrier and Charges on Your Telephone Bill Rights as a Customer

The Public Utility Commission of Texas has directed each telecommunications utility to provide this notice to customers regarding your rights when selecting a telecommunications utility. Telecommunications utilities (telephone companies) are prohibited by law from switching you from one telephone company to another without your authorization, a practice commonly known as "slamming".

If you are slammed, you should contact your new provider - the telephone company that switched you without authorization - and request that it return you to your original telephone service provider.

Texas law requires a local or long distance telephone service provider (telephone company) that has slammed you to do the following:

- Return you to your original telephone company within **three business days** of your request.
- Pay all the usual and customary charges associated with returning to your original telephone company **within five business days** of your request to be returned to your original telephone company.
- Provide all billing records to your original telephone **company within 10 business days** of your request to be returned to your original telephone company.
- Pay the original telecommunications utility any amount paid by you that would have been paid to the original telecommunications utility if the unauthorized change had not occurred.
- Refund to you, within 30 business days, any amount you paid over the amount that you would have paid for identical services by your original telephone company if you had not been slammed.

Please note that once your original telephone company has been paid by the slamming company, your original telephone company is required by law to provide you with all the benefits (e.g. frequent flyer miles) you would have normally received for your telephone use during the period in which you were slammed.

Placing charges on your phone bill for products or services without your authorization is known as "cramming" and is prohibited by law. Your telephone company may be providing billing services for other companies, so other companies' charges may appear on your telephone bill.

If you believe you were "crammed," you should contact the telephone company you for telephone service and request that it take corrective action. The Public Utility Commission of Texas requires the billing telephone company to do the following within 45 days of when it learns of an unauthorized charge:

- Notify the service provider to cease charging you for the unauthorized product or service;
- remove any unauthorized charge from your bill;
- refund or credit all money to you that you have paid for an unauthorized charge; and
- on your request, provide you with all billing records related to any unauthorized charge within 15 business days after the charge is removed from your telephone bill.

The Public Utility Commission of Texas investigates complaints related to slamming and cramming. If a telephone company slams you and fails to resolve your request to be returned to your original local or long distance telecommunications service provider and/or the company fails to resolve your cramming request and you would like to file a complaint or receive a complaint history for a particular telephone company, please write or call the PUC of Texas: PO Box 13326, Austin, TX 78711-3326, 512-936-7120 or toll free in Texas at 888-782-8477. Hearing and speech-impaired people with text telephones (TTY) may contact the commission at 512-936-7136.

Your phone service cannot be disconnected for disputing or refusing to pay unauthorized charges. You have additional rights under state and federal law. Please contact the Federal Communications Commission, the Attorney General of Texas, or the Public Utility Commission of Texas if you would like further information about

possible additional rights.

For Your Information

Bankruptcy Information
If you are or were in bankruptcy, this statement may include amounts for pre-bankruptcy service. You should not pay pre-bankruptcy amounts; they are for your information only. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

Payment by Check
Paying by check authorizes check processing or use of the check information for a one-time electronic fund transfer from your account. We may retain your checking information for electronic refunds to you or your use in future electronic payments to us (to opt out, call 1-888-500-5358).

HIDALGO COUNTY SHERIFF'S OFC

Account Summary

Previous Charges	$ 524.68
No Payment Received	.00
Past Due Charges (please pay now)	**$ 524.68**
New Charges	
Verizon (page 3)	$ 229.53
Total New Charges Due Jan 10, 2013	**$ 229.53**

F

To avoid a late payment charge of 5.0% or $5.00, whichever is greater, payment must be received before Jan 15, 2013.

Total Due **$ 754.21**

P.O. #: NCJ
Invoice Received By:
V. Roanoke on: 2-01-13
Good/Services Received By:
V. Roanoke on: 12-14-12 TO 1-15-13
3-1100-423-21-280-0360-531

Mail Payments To:
VERIZON SOUTHWEST, PO BOX 920041, DALLAS TX 75392-0041

Change of billing address?
Go to verizon.com/billingaddress or call us.

▼ Detach & return payment slip with your check, payable to Verizon.

verizon

Account: 10 5492 2826441184 06
New Charges Due: Jan 10, 2013
Total Due: $ 754.21

210*HBRDA1
00063551 0000302361
10-TX 5492
9569731606 20121018

121612

Amount Paid :
$ ☐☐☐.☐☐

00001879 01 MB 0.404 0009
HIDALGO COUNTY SHERIFF'S OFC
1902 JOE STEPHENS AVE
WESLACO TX 78596-3700

VERIZON SOUTHWEST
PO BOX 920041
DALLAS TX 75392-0041

10 5492 2826441184 06N00000052468 00000075421 10

How to Reach Us

Billing Questions	enterprisecenter.verizon.com	1-800-483-6000	8:30 am - 5 pm M-F
Order Questions	enterprisecenter.verizon.com	1-800-483-6000	8:30 am - 5 pm M-F
Online billing and payment	enterprisecenter.verizon.com		24 hours a day
Repair	enterprisecenter.verizon.com	1-888-875-4144	24 hours a day
Pay By Phone Service*	(third party fee applies)	1-800-345-6563	24 hours a day
Payment Arrangements		1-800-440-8052	7:00am-6:00pm CST M-F

* Pay by Phone Service - This service is optional and provided by an independent third party vendor for a fee.

For Your Information

Previous Payments
If you sent a payment that we did not receive in time to be reflected on this bill, please deduct that amount before sending payment. To check whether your payment has been received, call the Billing Questions number above.

Returned Payment
If your payment is returned for any reason, Verizon will resubmit it electronically. A charge may apply for each payment returned.

Past Due Amounts
The due date on your bill only applies to New Charges. Any past due amount should be paid immediately.

Service Suspension for Non-Payment
Based on state regulatory and notice requirements, once your bill is past due, some or all of your service may be suspended. Charges may apply to suspend and reconnect service. A deposit to reestablish service may also be required.

TX Slamming & Cramming
If you think you have been slammed, (your long distance service switched without your permission) or crammed (charged for services that you did not authorize), please contact us. If we do not resolve your problem, you may write the Public Utility Commission of Texas, c/o Office of Consumer Protection, PO Box 13326, Austin, TX 78711-3326, email at (customer@puc.state.tx.us) or call 512-936-7120 (toll free in Texas 1-888-782-8477). TTY service available on 512-936-7136.

Consumer Information
For important consumer information see the Customer Guide in your Verizon White pages.

Automatic Bill Payment Enrollment for Account:

Enroll at verizon.com, or complete 4 steps below to authorize and instruct your financial institution to deduct the amount of your monthly telephone bill from your checking account and remit directly to Verizon. This also enrolls you in Paperless billing. To discontinue Automatic Bill Payment, you must call Verizon.

1. Check box **2. Sign here** **3. Put date here**

☐

4. Print email address here

Go Green! Go Paperless Billing! Pay Electronically!

MONTHLY LOCAL SERVICE - REGULATED (Dec 16 to Jan 15)

BASIC LOCAL SERVICE CHARGE

	Description	Qty	Unit Rate	
1	Federal Access Recovery Charge	4	.86	3.44
2	Business Line	4	33.95	135.80
3	Federal Subscriber Line Charge	4	7.38	29.52
			Subtotal	168.76
	Total			**$ 168.76**

MISCELLANEOUS CHARGES AND CREDITS

4	Late payment charge on $524.68	26.23
	Total	**$ 26.23**

REGULATED SERVICE TAXES AND SURCHARGES

5	Federal Excise Tax	5.25
6	TX State Sales Tax	11.52
7	Cost of service surcharge	.24
8	Texas Universal Service	5.85
9	9-1-1 Equalization Fee	.24
10	9-1-1 Fee	2.00
11	Federal Universal Service Fee	9.44
	Total	**$ 34.54**
	Verizon regulated charges	***$ 229.53***

Total Verizon charges *$ 229.53*

Your local toll provider is SBC Long Distance.

You have selected SBC Long Distance as your long distance provider.

ITEMIZATION OF TELEPHONE NUMBERS:

Listed below are the telephone numbers included with this billing:

956 973-1606 956 973-1629 956 973-1634 956 973-1704

Should you have any questions, please contact Verizon by using the telephone number listed on page two of your bill.

For Your Information

Bankruptcy Information
If you are or were in bankruptcy, this statement may include amounts for pre-bankruptcy service. You should not pay pre-bankruptcy amounts; they are for your information only. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

Payment by Check
Paying by check authorizes check processing or use of the check information for a one-time electronic fund transfer from your account. We may retain your checking information for electronic refunds to you or your use in future electronic payments to us (to opt out, call 1-888-500-5358).

You Can Block Third Party Billing to Your Verizon Bill.
For more information, visit verizon.com/blocking or call us at the number listed on your bill.

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10 5492 9569731606 121018 06 10 TX210*HBRDA1 00063551 0000302364

verizon

Telephone Number : 956 973-1606 121018
Account Number: 10 5492 2826441184 06
How to Reach Us : See page 2

HIDALGO COUNTY SHERIFF'S OFC

Account Summary

Previous Charges	$ 754.21
No Payment Received	.00
Past Due Charges (please pay now)	**$ 754.21**
New Charges	
Verizon (page 3)	$ 212.75
Total New Charges Due Feb 10, 2013	**$ 212.75**
To avoid a late payment charge of 5.0% or $5.00, whichever is greater, payment must be received before Feb 15, 2013.	
Total Due	**$ 966.96**

F

P.O. #: nbw
Invoice Received By:
V.Rodriguez on: 1-30-13
Good/Services Received By:
V.Rodriguez on: 1-16-13 to 2-15-13
3-1100-423-21-280-036-0-531

Mail Payments To:
VERIZON SOUTHWEST, PO BOX 920041, DALLAS TX 75392-0041

Change of billing address?
Go to verizon.com/billingaddress or call us.

▼ Detach & return payment slip with your check, payable to Verizon.

verizon

Account: 10 5492 2826441184 06
New Charges Due: Feb 10, 2013
Total Due: $ 966.96

210*HBRDA1
00001917 3S0000012639
10-TX 5492
9569731606 20121018

011613

Amount Paid :

$ ☐☐☐.☐☐

00001917 01 MB 0.404 SW011611 0010
HIDALGO COUNTY SHERIFF'S OFC
1902 JOE STEPHENS AVE
WESLACO TX 78596-3700

VERIZON SOUTHWEST
PO BOX 920041
DALLAS TX 75392-0041

How to Reach Us

Billing Questions	enterprisecenter.verizon.com	1-800-483-6000	8:30 am - 5 pm M-F
Order Questions	enterprisecenter.verizon.com	1-800-483-6000	8:30 am - 5 pm M-F
Online billing and payment	enterprisecenter.verizon.com		24 hours a day
Repair	enterprisecenter.verizon.com	1-888-875-4144	24 hours a day
Pay By Phone Service*	(third party fee applies)	1-800-345-6563	24 hours a day
Payment Arrangements		1-800-440-8052	7:00am-6:00pm CST M-F

* Pay by Phone Service - This service is optional and provided by an independent third party vendor for a fee.

For Your Information

Previous Payments
If you sent a payment that we did not receive in time to be reflected on this bill, please deduct that amount before sending payment. To check whether your payment has been received, call the Billing Questions number above.

Returned Payment
If your payment is returned for any reason, Verizon will resubmit it electronically. A charge may apply for each payment returned.

Past Due Amounts
The due date on your bill only applies to New Charges. Any past due amount should be paid immediately.

Service Suspension for Non-Payment
Based on state regulatory and notice requirements, once your bill is past due, some or all of your service may be suspended. Charges may apply to suspend and reconnect service. A deposit to reestablish service may also be required.

TX Slamming & Cramming
If you think you have been slammed, (your long distance service switched without your permission) or crammed (charged for services that you did not authorize), please contact us. If we do not resolve your problem, you may write the Public Utility Commission of Texas, c/o Office of Consumer Protection, PO Box 13326, Austin, TX 78711-3326, email at (customer@puc.state.tx.us) or call 512-936-7120 (toll free in Texas 1-888-782-8477). TTY service available on 512-936-7136.

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Automatic Bill Payment Enrollment for Account:

Enroll at verizon.com, or complete 4 steps below to authorize and instruct your financial institution to deduct the amount of your monthly telephone bill from your checking account and remit directly to Verizon. This also enrolls you in Paperless billing.
To discontinue Automatic Bill Payment, you must call Verizon.

1. Check box ☐

2. Sign here _____

3. Put date here _____

4. Print email address here _____

Go Green! Go Paperless Billing! Pay Electronically!

MONTHLY LOCAL SERVICE - REGULATED (Jan 16 to Feb 15)

BASIC LOCAL SERVICE CHARGE

	Description	Qty	Unit Rate	
1	Federal Access Recovery Charge	4	.86	3.44
2	Business Line	4	33.95	135.80
3	Federal Subscriber Line Charge	4	7.38	29.52
			Subtotal	168.76
	Total			**$ 168.76**

MISCELLANEOUS CHARGES AND CREDITS

4	Late payment charge on $203.30	10.17
	Total	**$ 10.17**

REGULATED SERVICE TAXES AND SURCHARGES

5	Federal Excise Tax	5.25
6	TX State Sales Tax	11.48
7	Cost of service surcharge	.24
8	Texas Universal Service	5.85
9	9-1-1 Equalization Fee	.24
10	9-1-1 Fee	2.00
11	Federal Universal Service Fee	8.76
	Total	**$ 33.82**
	Verizon regulated charges	***$ 212.75***

Total Verizon charges ***$ 212.75***

Your local toll provider is SBC Long Distance.

You have selected SBC Long Distance as your long distance provider.

ITEMIZATION OF TELEPHONE NUMBERS:

Listed below are the telephone numbers included with this billing:

956 973-1606 956 973-1629 956 973-1634 956 973-1704

Should you have any questions, please contact Verizon by using the telephone number listed on page two of your bill.

For Your Information

Bankruptcy Information

If you are or were in bankruptcy, this statement may include amounts for pre-bankruptcy service. You should not pay pre-bankruptcy amounts; they are for your information only. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

Important Pricing Changes Concerning Your Verizon Telephone Service

Effective on or after March 16, 2013, monthly rates will increase by $ 3.00 for the following services provided on a month to month and term basis: Business Single and Multi Exchange lines, Manual and Automatic Trunk services, CustoPAK®, Remote Call Forwarding, CentraNet® Feature Package 1000, 2000, and 3000, Inside Wire Maintenance plan and Freedom Feature Packages 1, 2 and 3. Call Waiting, Call Forwarding, Call Waiting ID, Caller ID, Caller ID with Anonymous Block, Complete Block and Speed Call 30 will each increase by $ 0.50 per month. Anonymous Call Block, Call Forwarding Busy-fixed, Call Forwarding No Answer, Call Forwarding Multipath, Distinctive Ring, and Select Call Forwarding will each increase by $1.00 per month.

Services currently part of a package or bundle will not be affected by the rate increase. Customers currently on a term agreement will not be affected by the rate increase until their term expires.

Verizon Surcharges

Verizon's Surcharges include (i) a Federal Subscriber Line and Access Recovery Charge applicable to local services that helps pay for the costs of providing and maintaining the local phone network; (ii) a Federal Universal Service Charge

the government to support universal service, and; (iii) a Carrier Cost Recovery Charge applicable to long distance customers that helps defray various charges we pay, including those for government number administration, local number portability, regulatory fees, and charges we or our agents must pay to terminate calls on other networks. Please note that these are Verizon charges, not taxes. These charges, and what is included in these charges, are subject to change from time to time. For additional information regarding the charges on your Verizon bill, please visit Verizon.com or call the number listed on your bill.

Telephone Sales Calls. Know The Facts
Under the Federal Telephone Consumer Protection Act, telemarketers must identify the individual or business they represent and the purpose of the call. Telemarketers are prohibited from making unsolicited sales calls between the hours of 9 pm and 8 am.

From time to time, Verizon calls its customers to inform them about special promotions or new products and services. For those customers who indicate that they do not wish to receive sales calls, you can request to be added to Verizon's do-not-call list. Being on the federal list does not prevent sales calls to existing customers.

Certain organizations (such as political groups, not-for-profits and telephone surveys) are exempt from the do-not-call registry. In addition, federal law exempts calls made to parties with whom the caller has an established business relationship, and calls for which the calling party has received the called party's prior express invitation or permission. Consumers may follow the same procedure to revoke their registration for the federal do-not-call list.

To place your number on the Federal do-not-call registry, call 1-888-382-1222 (Voice) or 1-866-290-4236 (TTY), or visit the website at *www.donotcall.gov*.
To learn more about telephone sales calls, see the Protection Tips section of the Customer Guide in your Verizon Directory.

Payment by Check
Paying by check authorizes check processing or use of the check information for a one-time electronic fund transfer from your account. For all payments using bank account information, we may retain the information to send you electronic refunds or enable your future electronic payments to us (to opt out, call 1-888-500-5358).

Important Changes to Verizon's Operator Services.
Effective April 6, 2013, Verizon will discontinue services commonly referred to as Busy Line Verification and Busy Line Interrupt. Verizon's Operators will no longer verify a busy line condition or interrupt a conversation at the calling party's request. These services are now rarely used and cannot be performed on the large number of lines with call waiting, voicemail or call forwarding.

The Public Utility Commission has assigned Control Number 40765 to this application. Persons who wish to formally participate in the commission's proceedings concerning this application, or who wish to express their comments concerning this application should contact the Public Utility Commission of Texas, Office of Consumer Protection, PO Box 3326, Austin, Texas 78711-3326, or call the Public Utility Commission's Office of Consumer Protection at (512) 936-7120 or, toll free, at (888) 782-8477.

Hearing and speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136 or reach the commission's toll free number through Relay Texas at (800) 735-2988. Requests to participate in the proceedings and comments should reach the commission no later than March 4, 2013.

You Can Block Third Party Billing to Your Verizon Bill.
For more information, visit verizon.com/blocking or call us at the number listed on your bill.

verizon

Telephone Number : 956 973-1606 121018
Account Number: 10 5492 2826441184 06
How to Reach Us : See page 2

HIDALGO COUNTY SHERIFF'S OFC

Account Summary

Previous Charges	$ 966.96
No Payment Received	.00
Adjustments	– 36.40
Past Due Charges (please pay now)	**$ 930.56**
New Charges	
Verizon (page 3)	$ 212.71
Total New Charges Due Mar 13, 2013	**$ 212.71**

To avoid a late payment charge of 5.0% or $5.00, whichever is greater, payment must be received before Mar 18, 2013.

Total Due **$ 1,143.27**

P.O. #: NA
Invoice Received By: VRodriguez on: 2-26-13
Goods/Services Received By: VRodriguez on: 2-16 to 3-15
1100-423-21-280-036-0-531

Mail Payments To:
VERIZON SOUTHWEST, PO BOX 920041, DALLAS TX 75392-0041

Change of billing address?
Go to verizon.com/billingaddress or call us.

▼ Detach & return payment slip with your check, payable to Verizon.

verizon

Account: 10 5492 2826441184 06
New Charges Due: Mar 13, 2013
Total Due: $ 1,143.27

210*HBRDA1
00001857 3S0000011107
10-TX 5492
9569731606 20121018

021613

Amount Paid :
$ ☐☐☐☐.☐☐

00001857 01 MB 0.405 SW021611 0008
HIDALGO COUNTY SHERIFF'S OFC
ATTN: JUAN TAPIA
711 EL CIBOLO ROAD
EDINBURG TX 78542-0471

VERIZON SOUTHWEST
PO BOX 920041
DALLAS TX 75392-0041

How to Reach Us

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Order Questions	enterprisecenter.verizon.com	1-800-483-6000	8:30 am - 5 pm M-F
Online billing and payment	enterprisecenter.verizon.com		24 hours a day
Repair	enterprisecenter.verizon.com	1-888-875-4144	24 hours a day
Pay By Phone Service*	(third party fee applies)	1-800-345-6563	24 hours a day
Payment Arrangements		1-800-440-8052	7:00am-6:00pm CST M-F

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1. Check box **2. Sign here** **3. Put date here**

☐

4. Print email address here

Go Green! Go Paperless Billing! Pay Electronically!

BILLING ADJUSTMENTS

1	Feb 1 Late payment charge adjustment		CR 36.40
	Adjustment(s) applied to previous charges.	**Total**	**CR $ 36.40**

MONTHLY LOCAL SERVICE - REGULATED (Feb 16 to Mar 15)

BASIC LOCAL SERVICE CHARGE

	Description	Qty	Unit Rate	
2	Federal Access Recovery Charge	4	.86	3.44
3	Business Line	4	33.95	135.80
4	Federal Subscriber Line Charge	4	7.38	29.52
			Subtotal	168.76
	Total			**$ 168.76**

MISCELLANEOUS CHARGES AND CREDITS

5	Late payment charge on $202.58	10.13
	Total	**$ 10.13**

REGULATED SERVICE TAXES AND SURCHARGES

6	Federal Excise Tax	5.25
7	TX State Sales Tax	11.48
8	Cost of service surcharge	.24
9	Texas Universal Service	5.85
10	9-1-1 Equalization Fee	.24
11	9-1-1 Fee	2.00
12	Federal Universal Service Fee	8.76
	Total	**$ 33.82**
	Verizon regulated charges	***$ 212.71***

Total Verizon charges *$ 212.71*

ITEMIZATION OF TELEPHONE NUMBERS:

Listed below are the telephone numbers included with this billing:

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Payment by Check
Paying by check authorizes check processing or use of the check information for a one-time electronic fund transfer from your account. For all payments using bank account information, we may retain the information to send you electronic refunds or enable your future electronic payments to us (to opt out, call 1-888-500-5358).

Customer Proprietary Network Information (CPNI) Notice
CPNI is information that relates to the type, quantity, destination, technical configuration, location, and amount of use of telecommunications services that you purchase from us, and related billing information. The protection of your CPNI is important to us. Under federal law, you have a right, and we have a duty, to protect the confidentiality of your CPNI.
We may use and share your CPNI among our affiliates and agents to offer you the full range of Verizon services that are different from the services you purchase, such as video, wireless, Internet, and local or long distance voice services. Visit verizon.com for a complete listing of our services and companies.
You may choose not to have your CPNI used for the marketing purposes described above by calling 1 866 554-5575 at any time. When you call, please have your bill and account number available. Your decision will not affect our provision of services to you, and does not eliminate all marketing contacts by Verizon.

For Your Information

Unless you call us at the number above, Verizon may use your CPNI to market different types of services beginning 30 days after the first time we notify you of the CPNI policy described above. You may elect at any time to add or remove a restriction on the use of your CPNI. Your choice remains valid until you change your election by calling the number above.

You Can Block Third Party Billing to Your Verizon Bill.
For more information, visit verizon.com/blocking or call us at the number listed on your bill.

at&t

HIDALGO COUNTY SHERIFF'S OFC ATTN: JUAN TAPIA
711 EL CIBOLO ROAD
EDINBURG TX 78540-1228

Invoice BAN: 859834797
Statement Date: 02/16/2013

Amount of Last Bill	Payments Applied	Adjustments Applied to Balance Due	Balance from Previous Bill	Current Charges Due by 04/02/2013	TOTAL AMOUNT DUE
0.00	0.00	0.00	0.00	3.52	3.52

Bill Summary for HIDALGO COUNTY SHERIFF'S OFC ATTN: JUAN TAPIA

Previous Charges and Credits		
Amount of Last Bill		0.00
Payments Applied		0.00
Adjustments Applied to Balance Due		
AT&T Long Distance	0.00	
Total Adjustments Applied to Balance Due		0.00
Balance from Previous Bill		0.00
Current Charges		
AT&T Long Distance		3.52
Total Current Charges Due by 04/02/2013		3.52
Total Amount Due		3.52

Helpful Numbers

For Billing Questions	1-877-366-3200
For Repair Service	1-800-580-6576
For Payment Arrangements	1-888-851-1116
To Place an Order	1-877-366-3200

Return this portion with check payable to **AT&T Long Distance**

Please include this number with your check 859834797-4

Past Due Amount-Please Pay Immediately	Total Billed Amount	Amount Enclosed
$0.00	**$3.52**	

Invoice BAN: 859834797

8135.1.11.3255 1 MB 0.405 es

HIDALGO COUNTY SHERIFF'S OFC A
711 E EL CIBOLO RD
EDINBURG TX 78542-0471

Mail Payment To:
AT&T LONG DISTANCE
PO BOX 5017
CAROL STREAM IL 60197-5017

7100L000000000000000859834797400000000000352000007

Invoice BAN: 859834797
Statement Date: 02/16/2013

Message Regarding Terms & Conditions:

To view your Terms & Conditions for AT&T Long Distance, access www.att.com/servicepublications or call AT&T at the toll free number on your bill.

Texas Slamming Complaints

If any customer believes that the local exchange provider or the interexchange carrier named in the bill is not the customer's chosen interexchange carrier, or if any customer believes that their bill contains unauthorized charges, the customer may contact: Public Utility Commission of Texas, Office of Consumer Protection, PO Box 13326, Austin, Texas 78711-3326, (512) 936-7120 or in Texas (toll-free) (888) 782-8477, fax (512) 936-7003, e-mail customer@PUC.state.tx.us. Hearing and speech-impaired individuals with text telephones (TTY) may contact the Commission at (512)936-7136.

Call Charges

Calls for 956-973-1606
Switched Outbound Voice

Domestic

	Date	Time	Place and Number Called			Type	Rate	Min:Sec	Amount
1.	JAN 17	2:17pm	HARLINGEN	TX	956-535-0999	Direct	Peak	00:30	0.06
2.	JAN 17	2:18pm	HARLINGEN	TX	956-535-0999	Direct	Peak	00:30	0.06
3.	JAN 17	2:22pm	HARLINGEN	TX	956-535-0999	Direct	Peak	00:30	0.06
4.	JAN 17	2:23pm	HARLINGEN	TX	956-535-0999	Direct	Peak	00:42	0.08
5.	JAN 17	2:29pm	HARLINGEN	TX	956-535-0999	Direct	Peak	00:30	0.06
6.	JAN 17	2:30pm	HARLINGEN	TX	956-535-0999	Direct	Peak	00:30	0.06
7.	JAN 17	2:31pm	HARLINGEN	TX	956-535-0999	Direct	Peak	00:30	0.06
8.	JAN 17	2:32pm	HARLINGEN	TX	956-535-0999	Direct	Peak	00:30	0.06
9.	JAN 17	2:36pm	HARLINGEN	TX	956-535-0999	Direct	Peak	00:30	0.06
10.	JAN 17	2:38pm	HARLINGEN	TX	956-535-0999	Direct	Peak	00:30	0.06
11.	JAN 17	2:41pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:30	0.06
12.	JAN 17	2:42pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:30	0.06
13.	JAN 17	2:46pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:30	0.06

Invoice BAN: 859834797
Statement Date: 02/16/2013

Calls for 956-973-1606
Switched Outbound Voice

Domestic

	Date	Time	Place and Number Called			Type	Rate	Min:Sec	Amount
14.	JAN 17	2:47pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:30	0.06
15.	JAN 17	2:56pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:36	0.07
16.	JAN 17	2:57pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:48	0.10
17.	JAN 17	3:01pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:30	0.06
18.	JAN 17	3:04pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:30	0.06
19.	JAN 17	3:05pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:30	0.06
20.	JAN 17	3:08pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:48	0.10
21.	JAN 17	3:10pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:30	0.06
22.	JAN 17	3:15pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:36	0.07
23.	JAN 17	3:17pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:30	0.06
24.	JAN 17	3:32pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:30	0.06
25.	JAN 17	3:33pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:30	0.06
26.	JAN 17	3:36pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:48	0.10
27.	JAN 17	3:39pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:30	0.06
28.	JAN 17	3:42pm	HARLINGEN	TX	956-535-0999	Direct	Peak	00:30	0.06
29.	JAN 17	3:43pm	HARLINGEN	TX	956-535-0999	Direct	Peak	00:30	0.06
30.	JAN 17	3:47pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:30	0.06
31.	JAN 17	3:48pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:30	0.06
32.	JAN 17	3:51pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:30	0.06
33.	JAN 17	3:53pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:30	0.06
34.	JAN 17	3:55pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:48	0.10
35.	JAN 17	3:57pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:30	0.06
36.	JAN 17	3:59pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:30	0.06
37.	JAN 17	4:01pm	EDINBURG	TX	956-457-4862	Direct	Peak	00:30	0.06
38.	JAN 21	11:38am	HARLINGEN	TX	956-535-0999	Direct	Peak	00:30	0.06
39.	JAN 21	2:36pm	BROWNSVL	TX	956-266-6351	Direct	Peak	00:30	0.06
40.	JAN 21	2:37pm	BROWNSVL	TX	956-266-6351	Direct	Peak	00:30	0.06
41.	JAN 21	2:39pm	BROWNSVL	TX	956-266-6351	Direct	Peak	00:30	0.06
42.	JAN 21	2:41pm	BROWNSVL	TX	956-266-6351	Direct	Peak	00:30	0.06
43.	JAN 21	2:44pm	BROWNSVL	TX	956-266-6351	Direct	Peak	00:30	0.06
44.	JAN 21	2:45pm	BROWNSVL	TX	956-266-6351	Direct	Peak	00:36	0.07
45.	JAN 21	2:47pm	BROWNSVL	TX	956-266-6351	Direct	Peak	00:30	0.06

Invoice BAN: 859834797
Statement Date: 02/16/2013

Calls for 956-973-1606
Switched Outbound Voice

Domestic

	Date	Time	Place and Number Called			Type	Rate	Min:Sec	Amount
46.	JAN 21	2:49pm	BROWNSVL	TX	956-266-6351	Direct	Peak	00:30	0.06
47.	JAN 21	2:54pm	BROWNSVL	TX	956-266-6351	Direct	Peak	00:30	0.06
48.	JAN 21	2:55pm	BROWNSVL	TX	956-266-6351	Direct	Peak	00:30	0.06
	Subtotal Domestic Calls for 956-973-1606								3.09
	Total Domestic Calls for 956-973-1606								3.09
	Total Switched Calls for 956-973-1606								3.09

Grand Total Call Charges 3.09

Surcharges and Other Fees

	Description	Amount
49.	State Cost-Recovery Fee	0.02
50.	TX Utility Gross Receipts Assessment	0.01
51.	Texas Universal Service	0.13

Total Surcharges and Other Fees 0.16

Government Fees and Taxes

	Description	Amount
52.	TX Local Sales Tax	0.07
53.	TX State Sales Tax	0.20

Total Government Fees and Taxes 0.27

AI-37493 **11. C.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Discussion and/or action on pending IGT transfer for Hidalgo Couny Fiscal Year 2011 as per the attached document prepared by the County Auditors office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 3-1100-444-00-240-004-3-843

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

BUDGETARY IMPACT:

Available balance as of 3-7-13 $8,000,000.00

Attachments

IGT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/06/2013 04:06 PM
Manuel Chapa	Manuel Chapa	03/07/2013 11:05 AM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Dairen Sarmiento Started On: 03/06/2013 01:45 PM

Final Approval Date: 03/08/2013

HIDALGO COUNTY INDIGENT HEALTH CARE PROGRAM (HCIHCP)

Quarter	State FISCAL YEAR	Period Covered	Wire Transfer	Calendar Year 2009	Calendar Year 2010	Calendar Year 2011	Calendar Year 2012	Calendar Year 2013	Per Month	Per Quarter
		BUDGETED AMOUNT		8,500,000.00	8,500,000.00	8,500,000.00	8,250,000.00	8,000,000.00		
1st QTR	2010	Sept- Nov 2009	8/25/2009	2,117,306.05						
2nd QTR	2010	Dec 2009	5/11/2010	708,333.33						
2nd QTR	2010	Jan - Feb 2010	5/11/2010		1,418,257.76	-				
3rd QTR	2010	Mar- May 2010	9/3/2010		2,125,000.00	-				
4th QTR	2010	Jun - Aug 2010	10/18/2010 & 12/10/10		2,015,015.20					
									$8,500,000	
1st QTR	2011	Sept- Nov 2010	2/25/2011		2,125,000.00				708,333.33	2,125,000.00
2nd QTR	2011	Dec 2010	6/1/2011		708,333.33					
2nd QTR	2011	Jan - Feb 2011	6/1/2011			1,416,666.67				
3rd QTR	2011	Mar- May 2011	8/18/2011			2,125,000.00				
4th QTR	2011	Jun - Aug 2011	11/29/11 & 1/31/2012			2,125,000.00				
1st QTR	2012	Sept- Nov 2011	N/A			PER CC 2/28/12 NO TRANSFER APPROVED				
2nd QTR	2012	Dec 2011	2/28/2012			708,333.00				
2nd QTR	2012	Jan - Feb 2012	2/28/2012				1,375,000.00			
3rd QTR	2012	Mar- May 2012	5/24/2012				2,062,500.00			
4th QTR	2012	Jun - Aug 2012	10/23/2012				2,062,500.00			
									$8,250,000	
1st QTR	2013	Sept- Nov 2012					2,062,500.00		687,500.00	2,062,500.00
2nd QTR	2013	Dec 2012					687,500.00			
									$8,000,000	
2nd QTR	2013	Jan - Feb 2013						1,333,333.33	666,666.67	2,000,000.00
3rd QTR	2013	Mar- May 2013						2,000,000.00		
4th QTR	2013	Jun - Aug 2013						2,000,000.00		
1st QTR	2014	Sept- Nov 2013						2,000,000.00		
2nd QTR	2014	Dec 2013						666,666.67		
				2,825,639.38	8,391,606.29	6,374,999.67	8,250,000.00	8,000,000.00		
							(2,750,000.00)			
							5,500,000.00			

*** NOTE: THOSE NUMBERS IN BLUE HAVE NOT BEEN PAID OUT**

AI-37530 **Emergency Management** **12. A.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Oscar Montoya **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: EMERGENCY SERVICES DIVISION

Information

CAPTION

Status update on the Irrigation Water Allotment.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/07/2013 03:30 PM
Roland Garcia	Rolando Garcia	03/08/2013 10:05 AM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Angela Garcia Started On: 03/07/2013 02:54 PM

Final Approval Date: 03/08/2013

AI-37204 **Urban County 13. A.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Napoleon D. Coca **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization for Hidalgo County Judge to sign the Grantee closeout certification for the Homeless Prevention and Rapid Re Housing Program (HPRP) under grant # S09-UY-480501.

BACKGROUND

The U.S. Department of Housing and Urban Development (HUD) has informed us that we have successfully completed the Homeless Prevention and Rapid Re Housing Program (HPRP) that ended on July 20, 2012.

Attachments

HPRP Backup

HPRP Financial

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/21/2013 03:34 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Mary Flores Started On: 02/21/2013 02:52 PM

Final Approval Date: 03/08/2013

Irma Garza

From: Fears, Dewell L [Dewell.L.Fears@hud.gov]
Sent: Wednesday, February 20, 2013 4:22 PM
To: 'irma.garza@ucp.co.hidalgo.tx.us'
Cc: Solorzano, Alberto J; Fears, Dewell L
Subject: HPRP Grant S09-UY-480501
Attachments: HPRP Certification.Hidalgo Co.final.pdf

Hello Ms. Garza,

Congratulations on successfully completing your Homeless Prevention and Rapid Re-Housing (HPRP) Program. Attached you will find the HPRP Grantee Closeout Certification, Appendix A, for your review and signature by the authorized signatory. Pay special attention to item three of the Certification detailing the amount of funding to be recaptured by HUD and returned to Treasury.

After reviewing the Certification; print three copies and sign if you are in agreement with the amounts. After signing all three copies of the Certification; return them to my attention for full execution. Once the forms have been fully executed; I will return a copy to you, HUD headquarters and keep a copy on file here.

If you have any questions, please contact me or Albert Solorzano.

Thanks

Dewell L. Fears

Financial Analyst
U.S. Department of Housing and Urban Development
San Antonio Field Office, Region VI
Office of Community Planning and Development
615 East Houston St., Ste. 347
San Antonio, TX 78205
Phone: (210) 475-6800, ext. 2248 **Fax:** (210) 472-6825
Dewell.L.Fears@HUD.Gov

Appendix A

Homelessness Prevention and Rapid Re Housing (HPRP) Program
Grantee Closeout Certification

Grantee Name: Hidalgo County Judge

Grant Number: S09-UY-480501

The Grantee hereby certifies that: (1) the grant as described in the approved substantial amendment has been performed in accordance with the terms and conditions of the executed HPRP Grant Agreement; and (2) the amounts below are accurate and can be supported by the grantee's HUD-approved reports and other HPRP-related documents.

1. Grant amount authorized: $ 3,463,905.00

2. Total grant funds expended: $ 3,403,966.45

3. Balance of grant funds to be recaptured: $ 59,938.55
   (These funds will be recaptured by HUD in order for the funds to be returned to the U.S. Treasury.)

Grantee Authorized Representative's Signature and Date	CPD Director Signature and Date
Ramon Garcia Typed Name of Signatory	Elva Garcia Typed Name of Signatory
Hidalgo County Judge Title	CPD Director Title

The above signature by the HUD official acknowledges receipt of this form.

Appendix A

Homelessness Prevention and Rapid Re Housing (HPRP) Program
Grantee Closeout Certification

Grantee Name: Hidalgo County Judge

Grant Number: S09-UY-480501

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Grantee Authorized Representative's Signature and Date	CPD Director Signature and Date
Ramon Garcia Typed Name of Signatory	Elva Garcia Typed Name of Signatory
Hidalgo County Judge Title	CPD Director Title

The above signature by the HUD official acknowledges receipt of this form.

Appendix A

Homelessness Prevention and Rapid Re Housing (HPRP) Program
Grantee Closeout Certification

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Grant Number: S09-UY-480501

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Grantee Authorized Representative's Signature and Date	CPD Director Signature and Date
Ramon Garcia Typed Name of Signatory	Elva Garcia Typed Name of Signatory
Hidalgo County Judge Title	CPD Director Title

The above signature by the HUD official acknowledges receipt of this form.

Grant No.: S09-48-UY-48-0501
Official Contact Person: Diana Serna
Telephone No.: 956-787-8127
FAX: 956-787-5291
E-mail Address: drserna@bizrgv.rr.com
Tax ID No.: 74-6000717
Unit of Government No. (if applicable): 489215
DUNS No.: 103110834

GRANT AGREEMENT

HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM

This Grant Agreement is made by and between the U.S. Department of Housing and Urban Development (HUD) and the **County of Hidalgo** for the Homelessness Prevention and Rapid Re-Housing Program (HPRP) in the amount of **$3,463,905** pursuant to the provisions under the Homelessness Prevention Fund heading of Division A, Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, 123 Stat. 115 (Feb. 17, 2009) (Recovery Act). The requirements set forth in the Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Grantees under the American Recovery and Reinvestment Act of 2009, dated on March 19, 2009 and as may be amended (the Notice), the requirements set forth under the Homelessness Prevention Fund heading of Title XII, and sections 1512, 1515, and 1553 of the Recovery Act, and the Grantee's submissions pursuant to the Notice are incorporated as part of this Agreement.

In reliance upon the Grantee's submissions pursuant to the Notice, HUD agrees, upon execution of this Grant Agreement, to provide the Grantee with the agreed HPRP grant funds. The Grantee agrees to distribute and use its HPRP grant funds as specified in the submission to HUD that HUD approved pursuant to the Notice.

The Grantee is responsible for ensuring that each entity that administers all or a portion of the Grantee's HPRP grant funds or receives all or a portion of the Grantee's HPRP grant funds to carry out HPRP activities fully complies with the HPRP requirements.

The period of this Grant Agreement begins on the date the HUD official signs this Grant Agreement (Availability Date) and ends on the date that is three years after the Availability Date.

The Grantee authorizes HUD to increase the amount of HPRP grant funds available to the Grantee pursuant to this Grant Agreement by execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. If the Grantee fails to expend 60 percent of the grant within 2 years of the Availability Date HUD may, by its execution of an amendment, deobligate the funds required to be expended without the Grantee's execution of the amendment or other consent.

The following parties execute this Grant Agreement on the dates set forth below as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By: _____ 07/20/09
Signature Date

Richard L. Lopez

Acting CPD Director

GRANTEE

By: _____ 8/4/09
Signature Date

Juan D. Salinas, III
Typed or Written Name of Authorized Official

Hidalgo County Judge
Title

HIDALGO COUNTY
HPRP PROGRAM
FY 2009 $3,463,905.00

Award Date: July 20, 2009

Hidalgo County HPRP

Grantee	Grant Number	Authorized Amount	$ Funded to Activities	$ Drawn	IDIS BALANCE	Report Due Date
Hidalgo County HPRP	S 09 UY 48 0501	$3,463,905.00	$3,463,905.00	**$3,403,966.45**	$59,938.55	9/10/2012
					This is the recapture amount	

FINAL

	% Drawn	Drawn Amount	Yr	Date	Current Percent Drawn
Recommended	**30%**	**$1,039,171.50**	**1**	**7/20/2010**	
REQUIRED	**60%**	**$2,078,343.00**	**2**	**7/20/2011**	
REQUIRED	**100%**	**$3,463,905.00**	**3**	**7/20/2012**	98.27%

Project Name	HUD #	Activity		Brief Description	$ Funded to Activity	$ Drawn	IDIS BALANCE	$ Pending Drawn from IDIS	*Schedule of Projected Expenditures*	Total Funded	Total Drawn	Balance	% Drawn	Last Draw Date
Advocacy Resource Center for Housing (ARCH)	6494	Financial Asst	HP	Homeless Prevention	$251,875.00	$251,875.00	$0.00			$251,875.00	$251,875.00	$0.00	complete	5/24/2012
	6496	H. Rel. Stab.	HP	Homeless Prevention	$274,793.24	$274,793.24	$0.00			$274,793.24	$274,793.24	$0.00	complete	7/12/2012
	6498	Data Collection	HP	Homeless Prevention	$72,432.00	$72,432.00	$0.00			$72,432.00	$72,432.00	$0.00	complete	7/12/2012
	6500	Administration	HP	Homeless Prevention	$180.88	$180.88	$0.00			$180.88	$180.88	$0.00	complete	7/29/2010
HP: $599,281.12	6495	Financial Asst.	HA	Rapid Re-Housing	$238,830.08	$238,830.08	$0.00			$238,830.08	$238,830.08	$0.00	complete	5/24/2012
RAPID: $472,457.63	6497	H. Rel. Stab.	HA	Rapid Re-Housing	$168,106.60	$168,106.60	$0.00			$168,106.60	$168,106.60	$0.00	complete	7/12/2012
Total: $1,071,738.75	6499	Data Collection	HA	Rapid Re-Housing	$65,340.07	$65,340.07	$0.00			$65,340.07	$65,340.07	$0.00	complete	7/12/2012
	6501	Administration	HA	Rapid Re-Housing	$180.88	$180.88	$0.00			$180.88	$180.88	$0.00	complete	7/29/2010
										$1,071,738.75	**$1,071,738.75**	**$0.00**	**100.00%**	
Catholic Charities of the Rio Grande Valley FINAL BUDGET	6502	Financial Asst	HP	Homeless Prevention	$545,785.94	$545,785.94	$0.00			$545,785.94	$545,785.94	$0.00	complete	7/12/2012
	6504	H. Rel. Stab.	HP	Homeless Prevention	$41,452.42	$41,452.42	$0.00			$41,452.42	$41,452.42	$0.00	complete	9/6/2012
	6506	Data Collection	HP	Homeless Prevention	$23,515.33	$23,515.33	$0.00			$23,515.33	$23,515.33	$0.00	complete	9/6/2012
	6508	Administration	HP	Homeless Prevention	$2,515.52	$2,515.52	$0.00			$2,515.52	$2,515.52	$0.00	complete	7/12/2012
HP: $613,269.21	6503	Financial Asst.	HA	Rapid Re-Housing	$173,307.74	$173,307.74	$0.00			$173,307.74	$173,307.74	$0.00	complete	9/6/2012
RAPID: $262,340.70	6505	H. Rel. Stab.	HA	Rapid Re-Housing	$52,810.26	$52,810.26	$0.00			$52,810.26	$52,810.26	$0.00	complete	7/26/2012
Total: $875,609.91	6507	Data Collection	HA	Rapid Re-Housing	$28,032.35	$28,032.35	$0.00			$28,032.35	$28,032.35	$0.00	complete	9/6/2012
	6509	Administration	HA	Rapid Re-Housing	$8,190.35	$8,190.35	$0.00			$8,190.35	$8,190.35	$0.00	complete	9/6/2012
										$875,609.91	**$875,609.91**	**$0.00**	**100.00%**	
The Salvation Army	6510	Financial Asst	HP	Homeless Prevention	$50,000.00	$50,000.00	$0.00			$50,000.00	$50,000.00	$0.00	complete	7/14/2011
	6523	H. Rel. Stab.	HP	Homeless Prevention	$3,699.57	$3,699.57	$0.00			$3,699.57	$3,699.57	$0.00	complete	3/8/2012
	6525	Data Collection	HP	Homeless Prevention	$7,109.88	$7,109.88	$0.00			$7,109.88	$7,109.88	$0.00	complete	3/8/2012
	6528	Administration	HP	Homeless Prevention	$2,271.91	$2,271.91	$0.00			$2,271.91	$2,271.91	$0.00	complete	3/8/2012
HP: $63,081.36	6522	Financial Asst.	HA	Rapid Re-Housing	$11,650.00	$11,650.00	$0.00			$11,650.00	$11,650.00	$0.00	complete	3/2/2011
RAPID: $13,019.33	6524	H. Rel. Stab.	HA	Rapid Re-Housing	$0.00	$0.00	$0.00			$0.00	$0.00	$0.00	complete	
Total: $76,100.69	6526	Data Collection	HA	Rapid Re-Housing	$1,369.33	$1,369.33	$0.00			$1,369.33	$1,369.33	$0.00	complete	2/26/2010
	6529	Administration	HA	Rapid Re-Housing	$0.00	$0.00	$0.00			$0.00	$0.00	$0.00	complete	
										$76,100.69	**$76,100.69**	**$0.00**	**100.00%**	

HIDALGO COUNTY
HPRP PROGRAM
FY 2009 $3,463,905.00

Award Date: July 20, 2009

Project Name	HUD #	Activity		Brief Description	$ Funded to Activity	$ Drawn	IDIS BALANCE	$ Pending Drawn from IDIS	*Schedule of Projected Expenditures*	Total Funded	Total Drawn	Balance	% Drawn	Last Draw Date
Texas Rio Grande Legal Aid	6511	H. Rel. Stab.	HP	Homeless Prevention	$215,269.00	$215,269.00	$0.00			$215,269.00	$215,269.00	$0.00	complete	6/22/2012
HP: $240,237.10	6512	Data Collection	HP	Homeless Prevention	$15,000.00	$15,000.00	$0.00			$15,000.00	$15,000.00	$0.00	complete	6/22/2012
	6513	Administration	HP	Homeless Prevention	$9,968.10	$9,968.10	$0.00			$9,968.10	$9,968.10	$0.00	complete	6/22/2012
										$240,237.10	**$240,237.10**	**$0.00**	**100.00%**	
Valley Initiative for Dev. & Advan.	6514	Financial Asst	HP	Homeless Prevention	$329,806.40	$314,261.07	**$15,545.33**	Includes $86.16 return check		$329,806.40	$314,261.07	$15,545.33	complete	7/12/2012
	6516	H. Rel. Stab.	HP	Homeless Prevention	$33,200.00	$26,176.32	**$7,023.68**			$33,200.00	$26,176.32	$7,023.68	complete	7/12/2012
	6518	Data Collection	HP	Homeless Prevention	$15,400.00	$10,900.00	**$4,500.00**			$15,400.00	$10,900.00	$4,500.00	complete	3/22/2012
	6520	Administration	HP	Homeless Prevention	$8,500.00	$7,676.89	**$823.11**			$8,500.00	$7,676.89	$823.11	complete	7/12/2012
HP: $386,906.40	6515	Financial Asst.	HA	Rapid Re-Housing	$98,100.00	$96,113.63	**$1,986.37**			$98,100.00	$96,113.63	$1,986.37	complete	7/12/2012
RAPID: $138,000.00	6517	H. Rel. Stab.	HA	Rapid Re-Housing	$23,000.00	$21,797.52	**$1,202.48**			$23,000.00	$21,797.52	$1,202.48	complete	6/28/2012
Total: $524,906.40	6519	Data Collection	HA	Rapid Re-Housing	$10,700.00	$10,200.00	**$500.00**			$10,700.00	$10,200.00	$500.00	complete	3/22/2012
	6521	Administration	HA	Rapid Re-Housing	$6,200.00	$6,020.44	**$179.56**			$6,200.00	$6,020 44	$179.56	complete	7/12/2012
										$524,906.40	**$493,145.87**	**$31,760.53**	**93.95%**	
CITY OF MCALLEN	6871	Financial Asst	HP	Homeless Prevention	$122,077.21	$122,077.21	$0.00			$122,077.21	$122,077.21	$0.00	complete	5/24/2012
	6872	H. Rel. Stab.	HP	Homeless Prevention	$9,842.17	$9,842.17	$0.00			$9,842.17	$9,842.17	$0.00	complete	5/24/2012
HP: $135,887.21	6873	Data Collection	HP	Homeless Prevention	$3,967.83	$3,967.83	$0.00			$3,967.83	$3,967.83	$0.00	complete	5/24/2012
										$135,887.21	**$135,887.21**	**$0.00**	**100.00%**	
CITY OF MISSION	6874	Financial Asst	HP	Homeless Prevention	$139,000.00	$137,613.30	**$1,386.70**			$139,000.00	$137,613.30	$1,386.70	complete	7/18/2012
	6875	H. Rel. Stab.	HP	Homeless Prevention	$12,700.00	$11,344.43	**$1,355.57**			$12,700.00	$11,344.43	$1,355.57	complete	8/29/2012
	6876	Data Collection	HP	Homeless Prevention	$5,800.00	$4,364.36	**$1,435.64**			$5,800.00	$4,364.36	$1,435.64	complete	7/18/2012
HP: $157,500.00	7072	Financial Asst	HA	Rapid Re-Housing	$61,000.00	$42,472.86	**$18,527.14**			$61,000.00	$42,472.86	$18,527.14	complete	7/18/2012
RAPID: $ 75,000.00	7073	H. Rel. Stab.	HA	Rapid Re-Housing	$9,000.00	$6,253.27	**$2,746.73**			$9,000.00	$6,253.27	$2,746.73	complete	8/29/2012
TOTAL: $232,500.00	7074	Data Collection	HA	Rapid Re-Housing	$5,000.00	$2,273.76	**$2,726.24**			$5,000.00	$2,273.76	$2,726.24	complete	7/18/2012
										$232,500.00	**$204,321.98**	**$28,178.02**	**87.88%**	
CITY OF EDINBURG	6877	Financial Asst	HP	Homeless Prevention	$186,358.79	$186,358.79	$0.00			$186,358.79	$186,358.79	$0.00	complete	4/25/2012
	6878	H. Rel. Stab.	HP	Homeless Prevention	$11,391.00	$11,391.00	$0.00			$11,391.00	$11,391.00	$0.00	complete	6/22/2012
HP: $203,007.79	6879	Data Collection	HP	Homeless Prevention	$5,258.00	$5,258.00	$0.00			$5,258.00	$5,258.00	$0.00	complete	6/22/2012
RAPID: $0.00	6880	Financial Asst	HA	Rapid Re-Housing	$0.00	$0.00	$0.00			$0.00	$0.00	$0.00	canceled	
Total: $203,007.79	6881	H. Rel. Stab.	HA	Rapid Re-Housing	$0.00	$0.00	$0.00			$0.00	$0.00	$0.00	canceled	
	6882	Data Collection	HA	Rapid Re-Housing	$0.00	$0.00	$0.00			$0.00	$0.00	$0.00	canceled	
										$203,007.79	**$203,007.79**	**$0.00**	**100.00%**	
Urban County Program	6487	Administration			$103,917.15	$103,917.15	$0.00			**$103,917.15**	**$103,917.15**	**$0.00**	**100.00%**	8/1/2012
		ALL TOTALS:			**$3,463,905.00**	**$3,403,966.45**	**$59,938.55**	$0.00	$0.00					

AI-37345 **Urban County 13. B.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Weslaco is requesting approval and award of best and final negotiated contract with Alcocer Garcia Associates, Inc. in the amount of $9,125.00 utilizing CDBG FY 24 (2011) Public Facility funds.

BACKGROUND

Alcocer Garcia Associates, Inc. submitted a best and final offer for professional architectural services for a public facility project within the City of Weslaco. Alcocer Garcia Associates, Inc. was the highest ranked firm by County Commissioner's Court. See attached scope of services and Best and Final Offer Letter.

Contract Amount: **$ 9,125.00**

Funds Available: $ 52,260.30 YR 24 (2011) Public Facilities

$ 66,000.00 YR 25 (2012) Public Facilities

$118,260.30

Attachments

Back-up City Weslaco Alcocer Garcia Associates

ins cert

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/27/2013 04:54 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Mary Flores Started On: 02/27/2013 02:32 PM

Final Approval Date: 03/08/2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this 12th day of **March, 2013** by and between **Hidalgo County, Texas** acting by and through its **Urban County Program,** (hereinafter called the "Party") and **Alcocer Garcia Associates, Inc.**, duly authorized Architect, herein acting by **Geroge Garcia, Architect/Vice President** (hereinafter called the "Architect").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants.

WHEREAS, the Party is interested in obtaining Architectural Services;

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

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

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

SECTION I
EMPLOYMENT OF THE ARCHITECT

Party and Architect agree that Party's obligations under the Agreement are subject to and contingent upon actual receipt of adequate federal funds to meet the obligations of Party under this agreement. The Party agrees to employ the Architect to furnish and provide the architectural services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Architect as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ARCHITECT

The Architect shall perform the following Basic Services for **City of Weslaco – Public Facilities (library)** Account(s) **5011-80-0300-5000-8000**, (*the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

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

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

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

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

2.2 Design Phase

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

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

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

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

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

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

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

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

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Architect's written approval of final payment to the Contractor(s). During the Construction Phase, the Architect will:

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

b. Prepare the formal Contract Documents for the Contractor.

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

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

e. During the progress of actual construction, Architect will continually keep the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

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

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

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Architect shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

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

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

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

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ARCHITECT

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

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

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

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

SECTION IV
REIMBURSABLE EXPENSES

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

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

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

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

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

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

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

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

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

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

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

SECTION VI
PAYMENTS TO THE ARCHITECT

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

6.1 The Architect shall be paid a total fixed amount of **Nine Thousand One Hundred Twenty-Five Dollars and Zero Cents ($9,125.00)** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Architect's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Architect's completion and Party's approval of the Architect's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Architect's completion and Party's approval of the Architect's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Architect's completion and Party's approval of the Architect's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Architect's reports.

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

SECTION VII
OWNERSHIP OF DOCUMENTS

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

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Architect. Upon receipt of such notice, the Architect shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Architect shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

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

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

SECTION IX
COUNTY AND CITY OFFICIALS

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

SECTION X
SUCCESSORS AND ASSIGNS

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

SECTION XI
TIME OF PERFORMANCE

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

SECTION XII
LAW and VENUE

This agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas. Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

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

SECTION XV
ASSIGNABILITY

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

SECTION XVI
GENERAL

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

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

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

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

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

d. The Architect shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Architect pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Architect. Architect agrees to maintain such records in an accessible location for a period of three (3) years.

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

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

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

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

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

SECTION XVII
INSURANCE

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

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Architect shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Architects commence operations under this Agreement, in the sum of Three Hundred Thousand Dollar ($300,000.00) for bodily injury and $100,000 for property damages.

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

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of Party consistent with potential exposure of Party under the Texas Tort Claims Act;

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

17.5 Professional Liability insurance in an amount of One Million Dollars ($1,000.000.00).

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

SECTION XVIII
WARRANTY

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

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **March 12, 2013**. Such date being the date Hidalgo County Commissioners' Court approved entering into contract with Architect.

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

Signature:_____
George Garcia, Architect/Vice President

Firm Name: **Alocer Garcia Associates, Inc.**
Address: **1333 E. Jasmine**
City/ST/ZIP: **McAllen, TX 78501**

FED ID #/SS #: **29-4262500**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

(seal) _____
Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Revised as to Form:
Atlas, Hall & Rodriguez
By: Stephen L. Crain
On: July 06, 2012

Exhibit "A"

(Scope of Services)

See Attached

ALCOCER GARCIA ASSOCIATES , INC.

1333 E. Jasmine Ave. McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008

February 26, 2013

City of Weslaco
c/o Arnoldo Bocho, Jr.
525 Kansas Ave.
Weslaco, TX78596

Re: Proposal for Architectural / Engineering Services for Library Restrooms Renovations

Dear Mr. Bocho,

The Scope of Services for the referenced project is based on the following:

Project includes: Replacement of plumbing fixtures, light fixtures, flooring, wall tile, ceilings, toilet compartments and toilet accessories, plus, addition of air-conditioning, restroom doors, and signage.

Our A/E services would be as detailed in the standard Urban County Program Professional Services Agreement which includes the following Basic Services:

1. Architectural Design, Bidding and Construction Administration Services Phases
2. Mechanical and Electrical Engineering Design and Construction Administration Services
3. Preparation of Bidding Documents for obtaining of Competitive Bids
4. Evaluate Bids Received
5. Coordinate Notice of Award and Notice to Proceed to successful Bidder
6. Review and process Shop Drawings and other Submittals
7. Review and certify General Contractor's Application for Payments
8. Construction inspections and Reports
9. Punch -list inspection(s)
10. Final inspection and Close-Out documents

Based on a budgeted construction cost of $ 107,000.00, our Basic Services fee would be a fixed sum of $ 8,025.00 (7.5% of the budgeted construction cost). In addition to the Basic Services, we recommend that the following project-related items be included in the A/E contract:

State Accessibility Standards Registration and Plan Review ..	$ 500.00
State Accessibility Standards Post Construction Inspection	600.00
	$ 1,100.00

The total A/E Contract would be $ 8,025.00 + $ 1,100.00, for a total stipulated fixed sum of $ 9,125.00. Please consider this proposal as our best and final offer for the scope of work described above.

Sincerely,

George A Garcia

George A. Garcia, Architect

cc: Monica Leal, Hidalgo County
Urban County Program

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/1/2013

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
Quirk & Company
P.O. Box 792030
San Antonio, TX 78279

www.quirkco.com

CONTACT NAME:
PHONE (A/C, No, Ext): 210.342.9421 FAX (A/C, No): 210.340.4075
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Landmark American Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Alcocer Garcia Associates
13333 E Jasmine
McAllen TX 78501

COVERAGES **CERTIFICATE NUMBER:** 15636207 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ 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 $							$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			LHR736615	11/10/2012	11/10/2013	Per Claim Limit: $1,000,000 Ded. $2500. Agg. Limit: $1,000,000	

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

CERTIFICATE HOLDER

Hidalgo County
Urban County Program
3304 W. Alberta
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

Robert Quirk

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AI-37340 **Urban County 13. C.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of the City of San Juan, is requesting consideration and action to award and enter into a construction contract with Castle Enterprises, LLC. for the Flood Drainage Improvements project in the amount of $229,973.00, utilizing funds from UCP Year 24 (2011), Urban County Flood Drainage Improvements line item.

BACKGROUND

The bid opening was held February 6, 2013 and the lowest bidder meeting all specifications and/or requirements was Castle Enterprises, LLC. The project involves flood drainage improvements on Chaparral Street, Buffalo Street, and Huisache Street in San Juan, Texas. Please see attached bid tabulation sheet, recommendation by the project engineer, city's recommendation letter, and contractor's general liability insurance. Project's engineering firm is CRUZ-HOGAN Consultants, Inc.

Contractor: Castle Enterprises, LLC.
Contract Amount: $229,973.00

Funds Available: $246,075.72 YR 24 (2011) San Juan Flood Drainage Imp funds

Attachments

Back-up San Juan Flood Drainage

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/27/2013 03:46 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Mary Flores Started On: 02/27/2013 01:14 PM

Final Approval Date: 03/08/2013

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: February 6, 2013 | **BID OPENING TIME: 9:30 a.m.**

DESCRIPTION OF BID: "City of San Juan – 2011 Flood Drainage Improvements Project (Chaparral, Buffalo, & Huisache Streets)"

BID NO.: 5011-75-0309-5000-7500-UCP-CA

ADDENDUM#1 REQUIRED

PROCUREMENT SPECIALIST:

Candace J. Armenta

BID # RFB#	NAME OF COMPANY	ADDENDUM NO. 1	TOTAL BASE BID	TOTAL ALTERNATE BID	BID BOND OR CHECK INCLUDED
#1	Castle Enterprises, LLC	Acknowledged	$249,927.00	$229,973.00	Bid Bond Included
#2	Clore Construction Company	Acknowledged	$294,628.00	$296,197.38	Bid Bond Included
#3	2GS, LLC	Acknowledged	$301,911.00	$291,001.00	Bid Bond Included
#4	Jimmy Closner & Sons, Inc.	Not Acknowledged	$328,878.50	NO BID	Bid Bond Included
#5	Valley Paving, Inc.	Acknowledged	$360,474.00	$366,222.00	Bid Bond Included
#6	The 5125 Company	Not Acknowledged	$455,555.55	NO BID	Bid Bond Included
#7	GO Underground	-	NO BID	NO BID	-
#8	IOC Company	-	NO BID	NO BID	-

Notes:

(1) Ordered from lowest to highest Total Base Bid

(2) Bid Amount has been corrected after verification

CRUZ-HOGAN *Consultants, Inc.*

Engineers • Planners • Consultants
McAllen • Harlingen
TBPE Firm Reg. No. F-4860

February 20, 2013

Via: First Class Mail

Diana Serna, Director
Urban County Program
3304 W. Alberta Road
Edinburg, Texas 78539

Re: Letter of Recommendation
Urban County Program No.: 5011-75-0309-5000-7500-UPC-CA
2011 Flood Drainage Improvements Project
(Chaparral, Buffalo, & Huisache Streets)
City of San Juan, Texas

Dear Ms. Serna:

We have reviewed the six (6) bids received February 8, 2013, for the 2011 Flood Drainage Improvements Project (Chaparral, Buffalo, & Huisache Streets) in the City of San Juan, Texas. Enclosed you will find a bid tabulation sheet for your review.

The low base bid submitted by Castle Enterprises, LLC, from Monte Alto, Texas, in the amount of $249,927.00 has been reviewed and appears to be in order. During the bid process, we also accepted bids for a Selective Alternate. Castle Enterprises, LLC, was again the low bidder with a bid of $229,973.00. We recommend the low bid submitted by Castle Enterprises, LLC, be accepted with the Selective Alternate and a contract be awarded in the amount of $229,973.00. The estimated cost of the project was approximately $240,000.00.

If you have any questions, please feel free to contact me at (956) 682-5022.

Sincerely,

Ronnie Cruz, P.E., CFM
Vice President

RC/lg

Enclosure

cc: Candace J. Armenta, Urban County *via E-mail: candace.armenta@ucp.co.hidalgo.tx.us*
J.J. Rodriguez, City of San Juan *via E-mail: jjrod@cityofsanjuantexas.com*
Chris Castillo, Castle Enterprises, LLC *via E-mail: chris.castillo@castleenterprises.us*

San Juanita Sanchez
MAYOR
Armando Garza, Jr.
MAYOR PRO-TEM
Roberto "Bob" Garza
COMMISSIONER
Luis Ramos
COMMISSIONER
Eddie Suarez
COMMISSIONER

February 21, 2013

Candace J Armenta
Program Coordinator
Hidalgo County Urban County Program
3304 West Alberta Road
Edinburg, Texas 78539

RE: San Juan – 2011 Flood Drainage Improvements - Project 5011-75-0309-5000-7500-UPC-CA

Dear Ms. Armenta:

This correspondence is to advise you that the City of San Juan has reviewed and concurs with the results of the tabulation on submitted bids as compiled by Cruz-Hogan Consultants for the above project. The City respectfully requests that the Urban County Program proceed with a recommendation to the County Commissioners' Court to award the bid to the lowest bidder, Castle Enterprises, LLC. in the amount of $229,973, as soon as possible.

Should you have any questions, you may call me at (956)223-2206. I will be glad to assist you.

Sincerely,

Juan J. Rodriguez
City Manager

c: Ronnie Cruz, P. E., Cruz-Hogan Consultants, Inc.

709 S. Nebraska Ave. • San Juan, Texas 78589-2649
Ph. (956)223-2206 • Fax: (956) 223-2604

SAN JUAN
100
YEARS
1910 • 2010

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/25/2013

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: JUAN J RODRIGUEZ
JUAN J RODRIGUEZ INSURANCE AGENCY 1025 N. TEXAS BLVD STE 21-J WESLACO, TX 78596	PHONE (A/C, No, Ext): (956) 969-0911 FAX (A/C, No): (956) 969-0933 E-MAIL ADDRESS: JRODRIGUEZ5@FARMERSAGENT.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : PREFERRED CONTRACTORS INSURANCE CO	
INSURER B : FARMERS TEXAS COUNTY MUTUAL	
INSURER C : TEXAS MUTUAL INSURANCE COMPANY	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: CASTLE ENTERPRISES, LLC, 1012 MARTIN AVENUE, MCALLEN, TX 78501

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			PC84247	07/16/2012	07/16/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS			605042303	09/22/2012	09/22/2013	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	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	[Y]	SBP-0001228917201109 22	08/28/2012	08/28/2013	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 S. BUSINESS HIGHWAY 281
EDINBURG, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Certified Proof of Insurance Coverage by Insurance Agency

Customers Information		
Contractors Name: Castle Enterprises, LLC		
Street/Mailing Address: 2210 Marro Road		
City: Monte Alto	State: Texas	Zip Code: 78538
Office Number: 956-800-4144	Office Fax: 956-800-4538	

Workers Compensation Insurance Coverage:				
Carriers Name: TEXAS MUTUAL INSURANCE COMPANY				
Street/Mailing Address: 6210 E HIGHWAY 290				
City: AUSTIN	State: TEXAS		Zip Code: 78723-1098	
Office Number: 800-859-5995		Office Fax:		
Type Of Insurance	Policy Number	Effective Date	Expiration Date	Limits for Liability
Workers Compensation	SBP-000122891720110922	09/22/2012	09/22/2013	500,000

Commercial General Liability Insurance Coverage:				
Carriers Name: PREFERRED CONTRACTORS INSURANCE COMPANY				
Street/Mailing Address: 7407 TOPANGA CANYON BLVD				
City: CANOGA PARK	State: CA		Zip Code: 91303	
Office Number: 818-227-2620		Office Fax:		
Type Of Insurance	Policy Number	Effective Date	Expiration Date	Limits for Liability
General Liability	PC84247	07/16/2012	07/16/2013	1,000,000

Business Automobile Insurance Coverage:				
Carriers Name: FARMERS-TEXAS COUNTY MUTUAL				
Street/Mailing Address: 15700 LONG VISTA DR				
City: AUSTIN	State: TEXAS		Zip Code: 78728	
Office Number: 800-225-0011		Office Fax:		
Type Of Insurance	Policy Number	Effective Date	Expiration Date	Limits for Liability
Auto Insurance	605042303	09/22/2012	09/22/2013	1,000,000

Builder's Risk Insurance Coverage:				
Carriers Name:				
Street/Mailing Address:				
City:	State:		Zip Code:	
Office Number:		Office Fax:		
Type Of Insurance	Policy Number	Effective Date	Expiration Date	Limits for Liability
Builders Risk				N/A

This is to certify that I am the Representing Insurance Agent for Castle Enterprises LLC and I do hereby certify that the above mentioned policies are in full force and in effect.

Authorized Agent's Company Name: JUAN J RODRIGUEZ INSURANCE AGENCY Dated: 02/11/2013

Address: 1025 N TEXAS BLVD 21 J City: WESLACO State: TEXAS Zip: 78596

Area Code: 956 Phone: 969-0911 Fax Area Code: 956 Phone: 969-0933

Authorized Agent's Original Signature: _____ Print Agent's Name: Juan J Rodriguez

CONSTRUCTION CONTRACT

This Agreement entered into this **12th Day of March, 2013** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **Castle Enterprises, LLC.** (a corporation) (a partnership) **(an individual/sole proprietor)** of **Monte Alto,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**San Juan – Flood Drainage Improvements**
PROJECT No.:	**5011-75-0309-5000-7500-UCP-CA**
PROJECT DESCRIPTION:	**Flood drainage improvements on Chaparral Street, Buffalo Street, and Huisache Street in San Juan, Texas**

heinafter called the project, for the sum of **($229,973.00) – Two hundred twenty-nine thousand, nine hundred and seventy-three dollars and zero cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **CRUZ-HOGAN Consultants, Inc.**, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **90 (Ninety)** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($200.00) Two hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Linda S. Castillo, President
Castle Enterprises, LLC.

Name of Firm: Castle Enterprises, LLC.

Address: 2210 Marro Road
Monte Alto, Texas 78538

Federal I.D./S.S.: 90-0677704

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

AI-37331 **Urban County 13. D.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Nellie Flores **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to declare and dispose of surplus property and clear inventory of missing property.

BACKGROUND

Exhibit A: The Urban County Program request approval to dispose of surplus property, which include old and outdated computers, printers, and typewriters. Assets are inoperable and will be transferred to the County's Surplus.

Exhibit B: In October 2012, the Urban County Program conducted a physical inventory and discovered that various assets were unable to be located. Therefore, we request approval to remove these fixed assets from the UCP inventory. Assets on this list are missing, transferred to surplus, or otherwise are unable to be located.

Attachments

Exibit A

Exhibit B

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/27/2013 11:54 AM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Mary Flores Started On: 02/27/2013 10:58 AM

Final Approval Date: 03/08/2013

URBAN COUNTY PROGRAM
LIST OF SURPLUS EQUIPMENT
EXHIBIT "A"

UCP FA #	HC FA #	Description	Acquisition Date	Condition
3831		APC Battery Back-Up	4/2/2004	Inoperable
	13-0060	IBM Typewriter	Donated	Inoperable
	13-0061	Samsung Monitor		Outdated
	13-0062	Canon Printer		Inoperable
3023		HP Deskjet 952C	6/18/2001	Inoperable
4007	130063	NetGear 24Port	11/3/2004	Inoperable
3922		HP Deskjet 4100	6/24/2004	Inoperable
	130064	Box of Outdated Keyboards & Speakers		Inoperable
3835		APC Battery Back-Up	4/2/2004	Inoperable
3022		HP Deskjet 952C	6/18/2001	Inoperable
3021		HP Deskjet 952C	6/18/2001	Inoperable
2107		IBM Typewriter	2/9/1999	Inoperable
4087		Dell Dimension 3000 Computer	6/15/2005	Inoperable
	130066	Amtron Monitor		Outdated
4186		Dell Dimension 3100 Computer	2/3/2006	Inoperable
4188		Dell Dimension 3100 Computer	2/3/2006	Inoperable
4100		Dell Dimension 3000 Computer	6/15/2005	Inoperable
4092		Dell Dimension 3000 Computer	6/15/2005	Inoperable
4088		Dell Dimension 3000 Computer	6/15/2005	Inoperable
4275		APC Battery Back-Up	1/3/2004	Inoperable
2941		Eletra Elite 192 Telephone System	5/4/2001	Inoperable
4352		APC Battery Back-Up		Inoperable
141-142	130067	Paymaster Ribbon Check Signer	1/23/1990	Inoperable
3484		HP Copy/Fax all in one printer	12/2/2002	Inoperable
4880		APC Battery Back-Up	8/2/2010	Inoperable
	130068	Dell Monitor		Outdated
	130069	Long Brown Table		Fair
	130070	Cherry Brown Desk		Fair
	130071	Box of Misc (Old Phones)		Inoperable
	130072	Box of Misc (Various Cables)		Fair
	130073	Brown Desk Hutch		Fair
	130074	Brown Desk Hutch		Fair
	130075	Brown Desk Hutch		Fair
	130076	Grey Chair		Inoperable
	130077	Cherry Table		Inoperable
2005	130079	Old Payclock PC-2000		Fair
	130080	Letter Filer		Fair
2330		Maroon Rolling Chair	5/19/1999	Fair
2329		Maroon Rolling Chair	5/19/199	Fair
1007		Red Rolling Chair	9/19/1996	Fair
3262		Cherry Refreshment Cabinet/Table	4/4/2002	Inoperable
5144		Black Rolling Chair	7/5/2011	Inoperable

URBAN COUNTY PROGRAM
LIST OF SURPLUS EQUIPMENT
EXHIBIT "A"

UCP FA #	HC FA #	Description	Acquisition Date	Condition
3029		HP Deskjet 952C	6/18/2001	Inoperable
3444		Rack Mount	8/8/2001	Fair
	130082	Table		Inoperable
	130083	Brown Long Table		Fair
3439		Keyboard Drawer	9/23/2002	Inoperable
3877		Dell Power Edge Server	5/25/2004	Inoperable
4185		PowerEdge 1800 Server	2/19/2006	Inoperable
	130084	ACER Monitor		Outdated
3327		DeskJet 940C Printer	2/14/2002	Inoperable
2140		Brown Typewriter Table	2/16/1999	Inoperable
3832		APC Battery Back-up	4/2/2004	Inoperable
3836		APC Battery Back-up	4/2/2004	Inoperable
185		Map Racks	1/29/1993	Fair
186		Map Racks	1/29/1993	Fair
4647		Kodak Digital Camera Purple	5/28/2009	Inoperable

URBAN COUNTY PROGRAM
LIST OF SURPLUS EQUIPMENT
EXHIBIT "B"

UCP FA #	Description	Acquisition Date	Comment
523	1990 Hidalgo County Census Maps	4/30/1993	
606	Map Table/Desk	12/13/1993	Left at the County Adm Building when we first moved to the Pharr Building.
791	Filing Cabinet	6/5/1994	Moved to PCT #3 office when Coordinator was relocated to PCT #3 office.
792	Filing Cabinet	6/5/1994	Moved to PCT #3 office when Coordinator was relocated to PCT #3 office.
793	Filing Cabinet	6/5/1994	Moved to PCT #3 office when Coordinator was relocated to PCT #3 office.
874	SHR Calculator	1/30/1996	
1162	Canon Printer	3/7/1997	
1188	Interex Auto Switch Box	4/10/1997	Included in Box of Misc. being declared Surplus. HC FA# 130072
1359	High-Back Chair	10/31/1997	
1533	APC Battery Back-Up	4/17/1998	
1538	Media Protector	4/17/1998	
1837	External Modem	4/4/1998	Included in Box of Misc. being declared Surplus. HC FA# 130072
1909	Pager	6/3/1994	
2122	Typewriter Table	2/9/1999	
2371	Canon Sure Shot Zoom Camera	7/29/1999	
2753	Telephone Headset	8/15/2000	Included in Box of Misc. being declared Surplus. HC FA# 130071
2917	Telephone Headset	2/5/2001	Included in Box of Misc. being declared Surplus. HC FA# 130071
2933	Burgundy Wood Chair	4/6/2001	
3038	Blue Executive Chair	6/28/2001	
3332	Computer Workstation Black	6/26/2002	
3493	Maroon Multi-Task Chair	1/2/2003	Asset previously declared surplus on CC in 2010. However, asset number was not recorded on the Exhibit due to probably tag missing on asset.
4157	Kodak EasyShare Digital Camera	10/7/2005	

AI-37220 **Elections Administration 14. A.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion and approval of recommended changes to county election precinct boundaries under Article 3, Section 28 of the Texas Constitution and described in Texas Election Code 42.032 due to the redistricting by the City of Weslaco of their single member districts.

BACKGROUND

Attachments

Backup Information

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/27/2013 03:45 PM
Roland Garcia	Rolando Garcia	03/08/2013 04:44 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Amanda Valdez Started On: 02/22/2013 09:37 AM

Final Approval Date: 03/08/2013

Texas Election Code - Section 42.032. Redistricting: Boundary Changes

§ 42.032. REDISTRICTING: BOUNDARY CHANGES. If changes in county election precinct boundaries are necessary to give effect to a redistricting plan under Article III, Section 28, of the Texas Constitution, each commissioners court shall order the changes before October 1 of the year in which the redistricting is done.

Acts 1985, 69th Leg., ch. 211, § 1, eff. Jan. 1, 1986. Amended by Acts 1987, 70th Leg., ch. 436, § 16, eff. Sept. 1, 1987; Acts 1987, 70th Leg., ch. 472, § 9, eff. Sept. 1, 1987.

Constitution of the State of Texas (1876) Article III

SEC. 28. The Legislature shall, at its first session after the publication of each United States decennial census, apportion the State into senatorial and representative districts, agreeably to the provisions of sections 25 and 26 of this Article; and until the next decennial census, when the first apportionment shall be made by the Legislature, the State shall be, and it is hereby divided into senatorial and representative districts as provided by an ordinance of the Convention on that subject.

AI-37350 **Elections Administration 14. B.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the McAllen Independent School District for their election to be held on May 11, 2013.

BACKGROUND

Three (3) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 3 **ACCT. #:** 3-1100-126-30-000-000-0-000

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 the Elections Dept).

As of 03/01/13, Mcallen
ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/27/2013 04:54 PM
Roland Garcia	Rolando Garcia	03/01/2013 02:34 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Amanda Valdez Started On: 02/27/2013 04:36 PM

Final Approval Date: 03/08/2013

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **MCALLEN INDEPENDENT SCHOOL DISTRICT**, 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 11, 2013**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **May 11, 2013**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01.1. 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 11, 2013**, 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 ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Books(s) per polling location with the Voter Registration Database, to include laptop(s), training for poll book, insurance, and delivery fee, as well as supplies such as, but no limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks.

(G) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003(a)(1)) and early voting and election day schedules in newspaper;

(H) Procure, provide, prepare, and distribute all necessary election supplies, including:

1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths.

(I) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Prepare U.S. Department of Justice pre-clearance for the election;

(R) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(S) Provide such incidental related services as may be necessary to effect the election;

(T) Serve as the Early Voting Clerk; and

(U) Establish a Central Counting Station for the purpose of tabulating ballots.

(V) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay a proportionate share of the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for a proportionate share of the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(G) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003(b), or canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, 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 at COUNTY's cost;
I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box (es), custom signs and flags;

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

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for a proportionate share of the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the proportionate share of the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for a proportionate share of the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for a proportionate share of the cost for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which may include an additional per minute fee as charged by the vendor;

6.12 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. John Wilde
Director for Student Services
McAllen ISD
2000 North 23rd St.
McAllen, TX 78501

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 _____, 2013

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

MCALLEN ISD
ENTITY

BY: _____

PRINT: HILDA GARZA DE SHAZO

TITLE: BOARD PRESIDENT

ATTEST

BY: _____

PRINT: Debbie C Aliseda

TITLE: Board secretary

2013 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: McAllen ISD School Board Place 3, 6 & 7 — **DATE: May 11, 2013**

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 Contest/Office)		$10.00	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)		$10.00	9	$90.00
F	Election Media per Polling Location(s)		$100.00	9	$900.00
G	iVotronic Voting Machine(s)		$150.00	30	$4,500.00
G	ADA iVotronic Voting Machine(s)		$150.00	9	$1,350.00
H	Delivery/ Pick-up Fee (includes Mileage)		$450.00	1	$450.00
				Total iVotronic Programming Charges	$7,770.00
6.02	Electronic Poll Book (VoteSafe)		Price	Quantity	Total
A	Voter Registration Database Access (Per Day)		$100.00	9	$900.00
B	Laptop Rental (includes Bar Code Scanner/Dymo Printer)		$150.00	6	$900.00
C	Printer Labels (per vote)		$0.03	54709	$1,641.27
D	Username/Password - Per Polling Location		$20.00	9	$180.00
				Total Electronic Poll Book Charges	$3,621.27
6.03	Supplies		Price	Quantity	Total
	Early Voting Combination Forms		$0.55	1140	$627.00
	Election Day Combination Forms		$0.55	1140	$627.00
	Election Judge Kit for Early Voting		$35.00	3	$105.00
	Election Judge Kit for Election Day		$35.00	6	$210.00
	Polling Location Map(s)		$17.00	9	$153.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		$0.20	400	$80.00
				Total Supplies Charges	$1,802.00
6.04	Mail & Ballot Service		Price	Quantity	Total
	Mail-in-Ballot Applications		$0.25	900	$225.00
	Paper Ballots for Mail-in-Ballots and Provisionals		$0.40	2000	$800.00
	Mail-in-Ballots Kit(s) per request		$2.00	900	$1,800.00
	Postage Mail-in-Ballots (per request)		$0.61	900	$549.00
	Correspondence Postage		$0.46	6	2.76
				Total Mail & Ballot Service Charges	$3,376.76
6.05	Advertisements/Notices		Price	Quantity	Total
	The Monitor newspaper		$1,800.00	1	$1,800.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	$1,800.00
6.06	Polling Location Rental Fees		Price	Quantity	Total
				0	$0.00
				Total Polling Location Rental Charges	$0.00
6.07	Payroll for Training and Election Poll Workers		Price		Total
	Payroll for Early Voting Employees		$13,851.00		$13,851.00
	Payroll for Election Day Employees		$4,086.00		$4,086.00
				Total Payroll Charges	$17,937.00
6.08	Payroll for Ballot Board		Price	Quantity	Total
	Ballot Board		$250.00	1	$250.00
				Total Ballot Board Charges	$250.00
6.09	Canvass Reports		Price	Quantity	Total
	Canvass Report (One Certified Copy Included)		$0.00	1	$0.00
	Additional Canvass Reports		TBD	0	$0.00
				Total Canvass Report Charges	$0.00
6.10	Insurance	Hourly rate	Workers	Hours wrk	Total
	Liability insurance for Early Voting Supervisors	$ 9.00	3	336	$18.14
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 8.00	12	1344	$258.05
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 9.00	6	96	$10.37
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 8.00	24	384	$147.46
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$434.02
6.11	Cell Phones		Price	Quantity	Total
	Verizon Wireless phone		$17.52	6	$105.12
				Total Cell Phone Charges	$105.12
6.12				Subtotal	$37,096.17
				Administrative Fees (10%)	$3,709.62
				ESTIMATED GRAND TOTAL	$40,805.78

AI-37348 **Elections Administration 14. C.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of the appointment of members to Hidalgo County Vote Centers Committee based on recommendations from Judge & Commissioners.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/27/2013 03:50 PM
Roland Garcia	Rolando Garcia	03/08/2013 04:44 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Amanda Valdez Started On: 02/27/2013 03:21 PM

Final Approval Date: 03/08/2013

AI-37466 **Planning Department 15. A.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

Consideration and Possible Action to Approve an Order Confirming Cancellation of Valley Star Acres Subdivision - Pct. 4

BACKGROUND

Attachments

Valley Star Acres

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/06/2013 10:47 AM
Olga Garza	Olga Garza	03/08/2013 03:58 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Irma Castillo Started On: 03/06/2013 08:48 AM

Final Approval Date: 03/08/2013

STATE OF TEXAS §
COUNTY OF HIDALGO §

ORDER CONFIRMING CANCELLATION OF VALLEY STAR ACRES SUBDIVISION

WHEREAS, the Commissioner Court of Hidalgo County, at a duly called and noticed meeting on October 21, 2008, and pursuant to Texas Local Government Code Section 232.008 after a hearing voted to cancel Valley Star Acres Subdivision according to the map or plat thereof recorded in Volume 22, Page 8, Map Records of Hidalgo County, Texas (the "Subdivision"), a metes and bounds description of the acreage tracts of the Subdivision as it existed after the cancellation is attached hereto as Exhibit "A" (the "Cancelled Subdivision").

WHEREAS, notice of the application for cancellation of the Subdivision was published in a newspaper of Hidalgo County, The Monitor, as required by section 232.008 (c) Local Government Code.

WHEREAS, the owners of the Cancelled Subdivision desire a formal order confirming the cancellation of the Subdivision;

THEREFORE, BE IT NOW ORDERED BY THE HIDALGO COUNTY COMMISSIONERS COURT that:

1. The action of the Commissioners Court taken on October 21, 2008 cancelling Valley Star Acres Subdivision is ratified and confirmed; and
2. The owners of the Cancelled Subdivision are authorized to file an instrument of record in the Official Records of Hidalgo County, Texas cancelling the Subdivision.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER in the official minutes of the Commissioners Court.

ADOPTED, PASSED AND ORDERED this ____ **day of March, 2013.**

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Exhibit "A"

METES AND BOUNDS DESCRIPTION

A 4.53 acre tract of land out of Lot 14, Block 51,
Alamo Land and Sugar Subdivision,
Hidalgo County, Texas
Volume 1, Page 24 Map Records
Also Being all of Lot 1 through Lot 23 and Clark Street right-of-way
Valley Acres Subdivision,
Hidalgo County, Texas
Volume 22, Page 8 Map Records

A 4.53 acre tract of land out of Lot 14, Block 51, Alamo Land and Sugar Subdivision, Hidalgo County, Texas as per map recorded in Volume 1, Page 24 Map Records and being all of Lot 1 through Lot 23 and Clark Street right-of-way out of Valley Acres Subdivision, Hidalgo County, Texas as per map recorded in Volume 22, Page 8 Map Records; Said 4.53 acre tract of land being more particularly described by metes and bounds as follows:

Commencing at a Southeast corner of Lot 14, Block 51, Alamo Land and Sugar Subdivision, **THENCE;** North 81 Degrees 35 Minutes West with the South line of said Lot 14, Block 51 and centerline of Owassa Road, a distance of 705.80 feet to a point for the Southeast corner of said Valley Acres Subdivision and this tract of land and the **POINT OF BEGINNING;**

THENCE; North 81 Degrees 35 Minutes 00 Seconds West with the South line of said Lot 14, Block 51 and Valley Acres Subdivision and centerline of Owassa Road, a distance of 246.37 feet to a point for the Southwest corner of said Valley Acres Subdivision and this tract of land;

THENCE; North 08 Degrees 25 Minutes 00 Seconds East at a distance of 30 feet pass a point on the North right-of-way line of Owassa Road, continuing with the West line of Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 Valley Acres Subdivision at a total distance of 959.80 feet to a point for the Northwest corner of Lot 12, Valley Acres Subdivision and the Northwest corner of this tract of land;

THENCE; South 48 Degrees 25 Minutes 09 Seconds East with the North line of Lot 12 and the North line of Lot 13 Valley Acres Subdivision, a distance of 294.31 feet to a point for the Northeast corner of said Lot 13 Valley Acres Subdivision and the Northeast corner of this tract of land;

THENCE; South 08 Degrees 25 Minutes 00 Seconds West with the East line of Lot 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23 Valley Acres Subdivision, a distance of 768.80 feet pass a point on the North right-of-way line of Owassa Road continuing at a total distance of 798.80 feet to the **POINT OF BEGINNING;** Said tract of land containing 4.53 acres of land more or less.

AI-37487 **Precinct #1 16. A.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Ofelia Rodriguez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Pct. #1 (1200)

1. Approval of the following personnel actions:

Action	Pgm.	Slot No.	Position Title	Budgeted Salary
Delete	Administration	0011	Clerk IV	36,565.00
Create	Rd. Maintenance	0135	Truck Driver III	36,565.00

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** See Below

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

BUDGETARY IMPACT:

PCT 1 ADMINISTRATION - ACCT #3-1200-431-00-121-004-0-XXX

No Budgetary Impact - Cost Savings (Available funds from deletion of position, pending approval of interdept. transfer)

PCT 1 ROAD MAINTENANCE - ACCT #3-1200-431-00-121-005-0-XXX

Funds for proposed position and related fringe benefits available from Administration funds, pending approval of interdept. transfer

Attachments

Job Description

Fiscal Notes

Interdept.

REVISED SALARY SCHEDULE

PARs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/07/2013 09:50 AM
Human Resources	Sylvia Rios	03/08/2013 10:03 AM
Budget & Management	Obdett Calzada	03/08/2013 04:13 PM

Sylvia Solis	Sylvia Solis	03/08/2013 04:50 PM
Rosalinda Cantu	Rosie Cantu	03/08/2013 05:07 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Ofelia Rodriguez Started On: 03/06/2013 11:52 AM

Final Approval Date: 03/08/2013

TRUCK DRIVER III

GRADE: 07

GENERAL DESCRIPTION

Drive and safely operate a tractor-trailer combo which may include (but is not limited to) the moving of specialized heavy construction equipment involved in the maintenance and construction of County roads.

EXAMPLES OF WORK PERFORMED

Inspects truck before and after trips and submits report indicating truck condition

Reads bill of lading to determine assignment

Fastens chain or binders to secure load on trailer during transit

Loads or unloads, or assists in loading and unloading truck

Works as member of two-person team driving tractor with sleeper bunk behind cab

Services truck with oil, fuel, and radiator fluid to maintain tractor-trailer

Obtains proper signatures or authorization for deliver and/or services

Inventories and inspects goods to be moved

Wraps goods using pads, packing paper, and containers, and secures load to trailer wall using straps

Gives directions to helper in packing and moving goods to trailer

Drives tractor-trailer combination, applying knowledge of commercial driving regulations, to transport and deliver products, livestock, or materials, usually over long distance

Maneuvers truck into loading or unloading position, following signals from loading crew as needed

Drives truck to weigh station before and after loading, and along route to document weight and conform to state regulations

Maintains driver log according to I.C.C. regulations

GENERAL QUALIFICATION GUIDELINES

Experience and Education

High School Diploma, GED or equivalent experience. Four to six (4-6) years related experience. Must have and maintain a valid driver's license and a Texas Class "A" CDL license.

Knowledge, Skills, and Abilities

Advanced knowledge of equipment operation and maintenance, skilled in using specialized heavy equipment in the prescribed manner

Ability to perform multiple tasks simultaneously

Ability to communicate effectively, and to train others

May require interaction with other departmental supervisors and peers, other County agencies and staff, outside vendors or other professionals and community, state or federal agencies

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time

- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, March 12, 2013** **Agenda Item:** 37487

Summary of request/proposal:
PCT 1 ROAD MAINTENANCE/ ADMINISTRATION (1200)
Approval to delete and/or create the following full-time positions:

ADMINISTRATION

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	CLERK IV	0011	113	36,565.00	0.00	(36,565.00)
			Total:	36,565.00	0.00	(36,565.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1200-431-00-121-004-0-	113	PCT 1 ADMINISTRATION -	REG F/T EMPLOYEES	($29,560.21)
3-1200-431-00-121-004-0-	211	PCT 1 ADMINISTRATION -	HEALTH INSURANCE	($3,366.30)
3-1200-431-00-121-004-0-	212	PCT 1 ADMINISTRATION -	LIFE INSURANCE	($21.83)
3-1200-431-00-121-004-0-	220	PCT 1 ADMINISTRATION -	FICA	($2,261.36)
3-1200-431-00-121-004-0-	230	PCT 1 ADMINISTRATION -	RETIREMENT	($3,050.61)
3-1200-431-00-121-004-0-	250	PCT 1 ADMINISTRATION -	UNEMPLOYMENT COMP	($147.80)
3-1200-431-00-121-004-0-	260	PCT 1 ADMINISTRATION -	WORKER'S COMP	($14.78)
			2013 Budgetary Impact	($38,422.89)

2014 Budgetary Impact: ($47,527.84)

Possible Funding Sources: AVAILABLE FUNDS PENDING TRANSFER TO RD. MAINTENANCE

RD. MAINTENANCE

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	TRUCK DRIVER III	0135	113	0.00	36,565.00	36,565.00
			Total:	0.00	36,565.00	36,565.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1200-431-00-121-005-0-	113	PCT 1 ROAD MAINT. -	REG F/T EMPLOYEES	$29,560.21
3-1200-431-00-121-005-0-	211	PCT 1 ROAD MAINT. -	HEALTH INSURANCE	$3,366.30
3-1200-431-00-121-005-0-	212	PCT 1 ROAD MAINT. -	LIFE INSURANCE	$21.83
3-1200-431-00-121-005-0-	220	PCT 1 ROAD MAINT. -	FICA	$2,261.36
3-1200-431-00-121-005-0-	230	PCT 1 ROAD MAINT. -	RETIREMENT	$3,050.61
3-1200-431-00-121-005-0-	250	PCT 1 ROAD MAINT. -	UNEMPLOYMENT COMP	$147.80
3-1200-431-00-121-005-0-	260	PCT 1 ROAD MAINT. -	WORKER'S COMP	$14.78
			2013 Budgetary Impact	$38,422.89

2014 Budgetary Impact: $47,527.84

Possible Funding Sources: ADMINISTRATION FUNDS
(PENDING APPROVAL OF INTERDEPT. TRANSFER)

Comments:

Hidalgo Co. Budget Office

2/3/2005

DATE: March 8, 2013

2013
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR PCT 1 ADMINISTRATION & ROAD MAINT. (

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: SYLVIA SOLIS
Ph#: (956) 292-7025 EXT. 5423

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME		Amount
FROM:			
3-1200-431-00-121-004-0- 113	PCT 1 ADMINISTRATION -	REG. FULL TIME	(29,560.21)
3-1200-431-00-121-004-0- 211	PCT 1 ADMINISTRATION -	HEALTH INSURANCE	(3,366.30)
3-1200-431-00-121-004-0- 212	PCT 1 ADMINISTRATION -	LIFE INSURANCE	(21.83)
3-1200-431-00-121-004-0- 220	PCT 1 ADMINISTRATION -	FICA	(2,261.36)
3-1200-431-00-121-004-0- 230	PCT 1 ADMINISTRATION -	RETIREMENT	(3,050.61)
3-1200-431-00-121-004-0- 250	PCT 1 ADMINISTRATION -	UNEMPLOYMENT	(147.80)
3-1200-431-00-121-004-0- 260	PCT 1 ADMINISTRATION -	WORKERS' COMP	(502.52)
TO:			
3-1200-431-00-121-005-0- 113	PCT 1 ROAD MAINT. -	REG. FULL TIME	29,560.21
3-1200-431-00-121-005-0- 211	PCT 1 ROAD MAINT. -	HEALTH INSURANCE	3,366.30
3-1200-431-00-121-005-0- 212	PCT 1 ROAD MAINT. -	LIFE INSURANCE	21.83
3-1200-431-00-121-005-0- 220	PCT 1 ROAD MAINT. -	FICA	2,261.36
3-1200-431-00-121-005-0- 230	PCT 1 ROAD MAINT. -	RETIREMENT	3,050.61
3-1200-431-00-121-005-0- 250	PCT 1 ROAD MAINT. -	UNEMPLOYMENT	147.80
3-1200-431-00-121-005-0- 260	PCT 1 ROAD MAINT. -	WORKERS' COMP	502.52
	TOTAL BUDGET INCREASE/DECREASE		**0.00**

REASON: Interdepartmental transfer from Pct. 1 Administration to Rd Maintenance to transfer available funds to cover the salary and related fringe benefit expenditures for the creation of one (1) Truck Driver III position, slot no. 0135, budgeted salary $36,565.00.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-121-004-0

AI - 37487

PCT 1 ADMINISTRATION

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	$85,000.00	$0.00	$85,000.00	0.03	$2,550.00	$0.00	$87,550.00	$87,550.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$88,990.00
0002	113	DIRECTOR OF MANAGEMENT SUPPOR	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$0.00	$0.00	$0.00	$0.00	$0.00	$66,950.00
0003	113	ADMINISTRATIVE ASSISTANT IV	$50,000.00	$0.00	$50,000.00	0.03	$1,500.00	$0.00	$51,500.00	$51,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$51,500.00
0005	113	COMMUNITY LIAISON	$55,000.00	$0.00	$55,000.00	0.03	$1,650.00	$0.00	$56,650.00	$51,500.00	$360.00	$0.00	$0.00	$0.00	$0.00	$51,860.00
0006	113	PERSONNEL SPECIALIST	$52,000.00	$0.00	$52,000.00	0.03	$1,560.00	$0.00	$53,560.00	$53,560.00	$300.00	$0.00	$0.00	$0.00	$0.00	$53,860.00
0007	113	ACCOUNTANT III	$50,000.00	$0.00	$50,000.00	0.03	$1,500.00	$0.00	$51,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0008	113	CLERK IV	$37,000.00	$0.00	$37,000.00	0.03	$1,110.00	$0.00	$38,110.00	$38,110.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,110.00
0009	113	CLERK IV	$37,000.00	$0.00	$37,000.00	0.03	$1,110.00	$0.00	$38,110.00	$38,110.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,110.00
~~0011~~	~~113~~	~~CLERK IV~~	~~$35,500.00~~	~~$0.00~~	~~$35,500.00~~	~~0.03~~	~~$1,065.00~~	~~$0.00~~	~~$36,565.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0012	113	ADMINISTRATIVE ASSISTANT IV	$48,000.00	$0.00	$48,000.00	0.03	$1,440.00	$0.00	$49,440.00	$49,440.00	$0.00	$0.00	$0.00	$0.00	$0.00	$49,440.00
0013	113	CLERK	$27,500.00	$0.00	$27,500.00	0.03	$825.00	$0.00	$28,325.00	$28,325.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,325.00
0014	113	CALL CENTER MANAGER	$51,000.00	$0.00	$51,000.00	0.03	$1,530.00	$0.00	$52,530.00	$52,530.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,530.00
0015	113	ADMINISTRATIVE ASSISTANT III	$36,000.00	$0.00	$36,000.00	0.03	$1,080.00	$0.00	$37,080.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0016	114	CLERK	$27,500.00	$0.00	$27,500.00	0.03	$825.00	$0.00	$28,325.00	$28,325.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,325.00
0017	113	ADMINISTRATIVE ASSISTANT III	$35,157.00	$0.00	$35,157.00	0.03	$1,055.00	$0.00	$36,212.00	$36,212.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$37,532.00
			$656,157.00	$0.00	$656,157.00		$19,685.00	$0.00	$675,842.00	$582,112.00	$3,420.00	$0.00	$0.00	$0.00	$0.00	$585,532.00

Approval to delete and/or create the above highlighted regular full-time position.
Personnel action pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-121-005-0

AI - 37487

PCT. 1 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0012	113	SP/PROJ COORD	$39,322.00	$0.00	$39,322.00	0.03	$1,179.66	$0.00	$40,502.00	$40,502.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,502.00
0019	113	TRUCK DRIVER I	$34,167.00	$0.00	$34,167.00	0.03	$1,025.01	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0020	113	HEAVY EQUIPMENT OPERATOR III	$34,167.00	$0.00	$34,167.00	0.03	$1,025.01	$0.00	$35,192.00	$35,192.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$36,752.00
0022	113	HEAVY EQUIPMENT OPERATOR I	$34,167.00	$0.00	$34,167.00	0.03	$1,025.01	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0023	113	MAINTENANCE III	$34,167.00	$0.00	$34,167.00	0.03	$1,025.00	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0024	113	MAINTENANCE II	$34,167.00	$0.00	$34,167.00	0.03	$1,025.01	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0025	113	MAINTENANCE III	$34,167.00	$0.00	$34,167.00	0.03	$1,025.01	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0029	113	MECHANIC II	$32,578.00	$0.00	$32,578.00	0.03	$977.34	$0.00	$33,555.00	$33,555.00	$600.00	$0.00	$0.00	$0.00	$0.00	$34,155.00
0030	113	HEAVY EQUIPMENT OPERATOR II	$31,771.00	$0.00	$31,771.00	0.03	$953.13	$0.00	$32,724.00	$32,724.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,724.00
0036	113	HEAVY EQUIPMENT OPERATOR II	$29,852.00	$0.00	$29,852.00	0.03	$896.00	$0.00	$30,748.00	$30,748.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,748.00
0037	113	MAINTENANCE II	$29,852.00	$0.00	$29,852.00	0.03	$896.00	$0.00	$30,748.00	$30,748.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,748.00
0038	113	HEAVY EQUIPMENT OPERATOR II	$29,852.00	$0.00	$29,852.00	0.03	$895.56	$0.00	$30,748.00	$30,748.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,748.00
0039	113	TRUCK DRIVER III	$29,031.00	$0.00	$29,031.00	0.03	$870.93	$0.00	$29,902.00	$29,902.00	$420.00	$0.00	$0.00	$0.00	$0.00	$30,322.00
0041	113	TRUCK DRIVER III	$28,026.00	$0.00	$28,026.00	0.03	$840.78	$0.00	$28,867.00	$28,867.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$29,947.00
0043	113	TRUCK DRIVER III	$27,562.00	$0.00	$27,562.00	0.03	$826.86	$0.00	$28,389.00	$28,389.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,389.00
0044	113	TRUCK DRIVER I	$26,607.00	$0.00	$26,607.00	0.03	$798.00	$0.00	$27,405.00	$27,405.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,405.00
0046	113	HEAVY EQUIPMENT OPERATOR I	$26,334.00	$0.00	$26,334.00	0.03	$790.02	$0.00	$27,124.00	$27,124.00	$720.00	$0.00	$0.00	$0.00	$0.00	$27,844.00
0049	113	TRUCK DRIVER III	$26,000.00	$0.00	$26,000.00	0.03	$780.00	$0.00	$26,780.00	$26,780.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,780.00
0053	113	MAINTENANCE I	$25,236.00	$0.00	$25,236.00	0.03	$757.00	$0.00	$25,993.00	$25,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,993.00
0055	113	DATA ENTRY CLERK	$23,988.00	$0.00	$23,988.00	0.03	$719.64	$0.00	$24,708.00	$24,708.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,708.00
0057	113	MAINTENANCE I	$23,635.00	$0.00	$23,635.00	0.03	$709.05	$0.00	$24,344.00	$23,807.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,807.00
0078	113	DIESEL MECHANIC	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$43,260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,260.00
0080	113	MATERIAL MANAGEMENT MANAGER	$40,000.00	$0.00	$40,000.00	0.03	$1,200.00	$0.00	$41,200.00	$41,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,200.00
0085	113	EXECUTIVE ASST	$59,568.00	$0.00	$59,568.00	0.03	$1,787.04	$0.00	$61,355.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0090	113	ADMINISTRATIVE ASSISTANT V	$49,000.00	$0.00	$49,000.00	0.03	$1,470.00	$0.00	$50,470.00	$50,470.00	$660.00	$0.00	$0.00	$0.00	$0.00	$51,130.00
0091	113	DIRECTOR, FIELD OPERATIONS	$70,000.00	$0.00	$70,000.00	0.03	$2,100.00	$0.00	$72,100.00	$72,100.00	$0.00	$0.00	$0.00	$0.00	$0.00	$72,100.00
0093	113	HEAVY EQUIPMENT OPERATOR II	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0095	113	MAINTENANCE III	$23,993.00	$0.00	$23,993.00	0.03	$719.79	$0.00	$24,713.00	$24,713.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,713.00
0096	113	TRAFFIC SPECIALIST I	$20,049.00	$0.00	$20,049.00	0.03	$601.47	$0.00	$20,650.00	$20,650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,650.00
0097	113	TRAFFIC SPECIALIST I	$20,049.00	$0.00	$20,049.00	0.03	$601.47	$0.00	$20,650.00	$20,650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,650.00
0101	113	CREW LEADER II	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$43,260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,260.00
0102	113	SUPERVISOR	$36,766.00	$0.00	$36,766.00	0.03	$1,103.00	$0.00	$37,869.00	$37,869.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,869.00
0103	113	ASSET MANAGEMENT SUPERVISOR	$52,254.00	$0.00	$52,254.00	0.03	$1,567.62	$0.00	$53,822.00	$53,822.00	$0.00	$0.00	$0.00	$0.00	$0.00	$53,822.00
0104	113	SHOP FOREMAN	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$43,260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,260.00
0105	113	VECTOR SPECIALIST	$32,051.00	$0.00	$32,051.00	0.03	$961.53	$0.00	$33,013.00	$33,013.00	$900.00	$0.00	$0.00	$0.00	$0.00	$33,913.00
0106	113	CREW LEADER II	$41,578.00	$0.00	$41,578.00	0.03	$1,247.34	$0.00	$42,825.00	$42,825.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$44,025.00
0107	113	SAFETY COORDINATOR	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0108	113	TRUCK DRIVER III	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0109	113	HEAVY EQUIPMENT OPERATOR III	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$480.00	$0.00	$0.00	$0.00	$0.00	$30,822.00
0111	113	CREW LEADER II	$38,500.00	$0.00	$38,500.00	0.03	$1,155.00	$0.00	$39,655.00	$39,655.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,655.00
0112	113	CREW LEADER II	$38,500.00	$0.00	$38,500.00	0.03	$1,155.00	$0.00	$39,655.00	$39,655.00	$360.00	$0.00	$0.00	$0.00	$0.00	$40,015.00
0113	113	CREW LEADER I	$31,520.00	$0.00	$31,520.00	0.03	$945.60	$0.00	$32,466.00	$32,466.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,466.00
0114	113	TRUCK DRIVER III	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0115	113	MAINTENANCE III	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$780.00	$0.00	$0.00	$0.00	$0.00	$39,920.00
0116	113	ACCOUNTS PAYABLE SPECIALIST I	$28,231.00	$0.00	$28,231.00	0.03	$846.93	$0.00	$29,078.00	$29,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,078.00
0118	113	TRAFFIC CONTROL SUPERVISOR	$37,000.00	$0.00	$37,000.00	0.03	$1,110.00	$0.00	$38,110.00	$38,110.00	$300.00	$0.00	$0.00	$0.00	$0.00	$38,410.00
0119	113	TRUCK DRIVER II	$27,908.00	$0.00	$27,908.00	0.03	$837.24	$0.00	$28,745.00	$28,745.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,045.00
0120	113	TRUCK DRIVER III	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$360.00	$0.00	$0.00	$0.00	$0.00	$30,702.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-121-005-0

AI - 37487

PCT. 1 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0121	113	TRUCK DRIVER II	$27,908.00	$0.00	$27,908.00	0.03	$837.24	$0.00	$28,745.00	$28,745.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,745.00
0122	113	RIGHT OF WAY AGENT V	$64,066.00	$0.00	$64,066.00	0.03	$1,921.98	$0.00	$65,988.00	$65,988.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$67,488.00
0123	113	RIGHT OF WAY AGENT V	$62,475.00	$0.00	$62,475.00	0.03	$1,874.25	$0.00	$64,349.00	$64,349.00	$300.00	$0.00	$0.00	$0.00	$0.00	$64,649.00
0124	113	SUPERVISOR	$37,969.00	$0.00	$37,969.00	0.03	$1,139.07	$0.00	$39,108.00	$39,108.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,108.00
0125	113	CREW LEADER II	$40,375.00	$0.00	$40,375.00	0.03	$1,211.25	$0.00	$41,586.00	$41,586.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,586.00
0126	113	MAINTENANCE II	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0127	113	MAINTENANCE II	$21,653.00	$0.00	$21,653.00	0.03	$650.00	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0128	113	MAINTENANCE II	$21,653.00	$0.00	$21,653.00	0.03	$650.00	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0129	113	MAINTENANCE III	$34,167.00	$0.00	$34,167.00	0.03	$1,025.01	$0.00	$35,192.00	$35,192.00	$480.00	$0.00	$0.00	$0.00	$0.00	$35,672.00
0130	113	MAINTENANCE II	$0.00	$24,705.00	$24,705.00	0	$0.00	$0.00	$24,705.00	$24,705.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,705.00
0131	113	MAINTENANCE III	$0.00	$31,404.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0132	113	CONSTRUCTION INSPECTOR	$0.00	$38,110.00	$38,110.00	0	$0.00	$0.00	$38,110.00	$38,110.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,110.00
0133	113	MAINTENANCE I	$0.00	$24,713.00	$24,713.00	0	$0.00	$0.00	$24,713.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0134	113	TIRE REPAIR/ MAINTENANCE	$0.00	$29,078.00	$29,078.00	0	$0.00	$0.00	$29,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0135	**113**	**TRUCK DRIVER III**	**$0.00**	**$36,565.00**	**$36,565.00**	**0**	**$0.00**	**$0.00**	**$36,565.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$1,960,684.00	$184,575.00	$2,145,259.00		$58,821.94	$0.00	$2,204,083.00	$2,029,532.00	$12,000.00	$0.00	$0.00	$0.00	$0.00	$2,041,532.00

Approval to delete and/or create the above highlighted regular full-time position.
Personnel action pending CC approval.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD ADMIN. (121-004) DATE: 3/6/2013

CURRENT POSITION TITLE: CLERK IV CURRENT SLOT #: 0011

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount:

$ 36,565.00	$	$ (36,565.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

Upon evaluation of the Department, it is determined that this position be deleted to create a position to assist with the essential needs of the department.

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

(See Attachment)

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature]	3-6-13	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
	DEPARTMENT HEAD	Date					
2.	[signature]	3/7/13	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
	HUMAN RESOURCES DIRECTOR	Date					
3.	[signature]	3/11/13	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date					
4.							
	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request *Form*

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE (121-005) DATE: 3/6/2013

CURRENT POSITION TITLE: CURRENT SLOT #: 0135

REQUESTED POSITION TITLE: TRUCK DRIVER III

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 36,565.00	$ 36,565.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

Upon evaluation of the Department it is determined that this position is needed to assist with the operation of the Department.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	AC Callejo	3-6-13	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
	DEPARTMENT HEAD	Date					
2.	Esther A. Cantu	3-7-13	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
	HUMAN RESOURCES DIRECTOR	Date					
3.	Jim R. Brown	3/11/13	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date					
4.							
	COMMISSIONERS' COURT APPROVAL	Date					

AI-37433 **Precinct #4** **17. A.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Comm. Joseph Palacios **Submitted By:** Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct. #4 (1200)
Approval of 2013 appropriation of funds into Pct.# 4 Rd. Maint. (Program 007 $155,400) and Pct.# 4 Adm. (program 005 $2,600) in the total amount of $158,000.00 to fund operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-124-00X-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $158,000.00 for Pct. #4 (Rd. Maint. & Adm) operating expenditures.

Funds available in unreserved f/b as of 03/04/13.

Attachments

Pct 4 Rd Maint BA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/06/2013 03:56 PM
Manuel Chapa	Manuel Chapa	03/07/2013 01:17 PM
Auditor's Office	Angela Garcia	03/07/2013 02:32 PM
Veronica Lopez	Veronica Lopez	03/07/2013 02:52 PM
Purchasing Department	Marty Salazar	03/08/2013 03:09 PM

Form Started By: Veronica Lopez Started On: 03/04/2013 02:06 PM

Final Approval Date: 03/08/2013

DATE: March 4, 2013

DEPARTMENT HEAD: Commissioner J. Palacios

DEPARTMENT NAME: Pct. # 4- Rd. Maint.

ACCOUNT NUMBER: 3-1200-431-00-124-00X-0-XXX

Contact Person: Veronica Lopez **Ph#:** (956) 383-3112 Ext. 4019

2013
Appropriation
AI-37433

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
3-1200-431-00-124-007-0- 890	Pct 4 Rd Maint-	Other	$100,000.00
3-1200-431-00-124-007-0- 672	Pct 4 Rd Maint-	Equipment & Vehicle R&M Supplies	$55,400.00
3-1200-431-00-124-005-0- 584	Pct 4 Adm-	Registration Fees	$2,000.00
3-1200-431-00-124-005-0- 661	Pct 4 Adm-	Minor Office Furniture and Equip	$600.00
	TOTAL BUDGET INCREASE (DECREASE)		**$158,000.00**

REASON: Appropriation of funds for Pct. #4 operating expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-37585 **Budget and Management 18. A.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Sergio Cruz **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval to issue check payable to Texas Department of Transportation Trust Fund for the local participation on Mile 2 West Road Project (CSJ:0921-02-170, etc.) in the amount of $762,737.00.

2. Approval of 2013 interfund transfer from 2009 Certificates of Obligation Fund (1339) to Pct #1 TxDot Mile 2 West (Mile 12-US83)Fund (1315) Road Project in the amount of $98,070.64.

3. Approval of 2013 interfund transfer from 2009 B&C Certificates of Obligation Fund (1341) to Pct #1 TxDot Mile 2 West (Mile 12-US83)Fund (1315) Road Project in the amount of $289,887.98.

4. Approval of 2013 interfund transfer from 2010 A&B Certificates of Obligation Fund (1342) to Pct #1 TxDot Mile 2 West (Mile 12-US83)Fund (1315) Road Project in the amount of $224,444.58.

5. Approval of 2013 interdepartmental transfer from TxDot Drainage-FM2128 Fund (1315) to Pct #1 Tx Dot Mile 2 West (Mile 12-US83)Fund (1315) Road Project in the amount of $153,317.00.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Erika Zamora Started On: 03/08/2013 03:10 PM

Final Approval Date: 03/08/2013

AI-37517 **Budget and Management 18. B.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Employee Benefits **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration, and action to discontinue employee payroll deductions for all Voluntary Insurance products no longer offered by the county.

BACKGROUND

Currently the county processes payroll deductions for all voluntary insurance products that the county no longer offers. It is in the county's financial interest to discontinue payroll deductions for these voluntary products not offered by the county due to administrative costs such as reconciliation, review, and payment issuances associated with managing these policies. Employees will have the option to keep the coverage for these voluntary products; however, will be responsible for paying their own premiums directly to the insurance provider.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary/fiscal impact.

The county will no longer process payroll deductions for various voluntary insurance products that will no longer be made available through county.

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	03/08/2013 09:30 AM
Budget & Management	Obdett Calzada	03/08/2013 10:46 AM
Rosalinda Cantu	Rosie Cantu	03/08/2013 01:49 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Erika Zamora Started On: 03/07/2013 10:18 AM

Final Approval Date: 03/08/2013

AI-37523 **Budget and Management 18. C. 1.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Pct 1 BCAP Dimas # 2 & 3 **Submitted By:** Obdett Calzada, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct 1 BCAP Dimas 2 & 3 (1200):
Approval of 2013 appropriation of funds in the amount of $11,000.00 to fund Road & Drainage Construction contract and completion of project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-121-230-0-731

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

BUDGETARY IMPACT:

Appropriation for completion of project and approval of contract set to be on commissioners court for 3/12/13 meeting (AI-37473).

Re: C-CAP-12-112-12-28

Attachments

Appropriation
E-mail Request

Form Review

Inbox	Reviewed By	Date
Budget & Management (Originator)	Obdett Calzada	03/07/2013 03:55 PM
Sylvia Solis	Obdett Calzada	03/08/2013 02:23 PM
Budget & Management (Originator)	Obdett Calzada	03/08/2013 02:27 PM
Ivan Cantu	Ivan Cantu	03/08/2013 04:37 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Obdett Calzada Started On: 03/07/2013 01:43 PM

Final Approval Date: 03/08/2013

DATE: March 12, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Pct. 1 BCAP

ACCOUNT NUMBER: 3-1200-431-00-121-230-0-731

Contact Person: Obdett Calzada **Ph#:** (956) 292-7025 ext. 5726

2013
Appropriation
AI- 37523

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
3-1200-431-00-121-230-0- 731	Pct. 1 BCAP Dimas #2&3	Roads	11,000.00

Zimbra **obdett.calzada@co.hidalgo.tx.us**

Request Appropriation of Funds for Pct.1 BCAP Dimas 2 & 3 Subdivision

From : Marcie Jackson <marcie.jackson@co.hidalgo.tx.us> Wed, Mar 06, 2013 03:29 PM

Subject : Request Appropriation of Funds for Pct.1 BCAP Dimas 2 & 3 Subdivision

To : obdett calzada <obdett.calzada@co.hidalgo.tx.us>

Cc : Agapito Vargas <agapito.vargas@co.hidalgo.tx.us>, Rossana Schettino <rossana.schettino@auditor.co.hidalgo.tx.us>

Obdett,

As per conversation on 3/6/13 Pct.1 had appropriated funds last year for PCT1BCAP DIMAS #2 & 3-ROADS, as per auditor fund 1200 does not carry over balances. BCAP would have to re-appropriate funds. Therefore, I am requesting a total of $11,000.00 to be appropriated to account no.3-1200-431-00-121-230-0-731 for completion of project and approval of contract set to be on commissioners court for 3/12/13 meeting (AI-37473). Also, please schedule appropriation of funds on commissioners court 3/12/13 meeting so as not to further delay project. If you need additional information or have any questions, please call or email me.

Thank you,

Marcie Jackson
Colonia Access Program
Administrative Assistant IV
301 East State Street
Pharr, Texas 78577
Telephone# 956-787-1891
Fax# 956-787-4683
marcie.jackson@co.hidalgo.tx.us

AI-37586 **Purchasing Department 19. A. 3.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Martha L.Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of Supplemental Agreement No. 1 to the Professional Services Contract #C-10-062-02-16 with TEDSI Infrastructure (HCMDS Phase II J-09 Lateral Drain) in amending the contract and thus allowing to add Right Of Way Negotiation & Acquisition Services to said Exhibit B-Scope of Services to be provided by Engineer along with the addition of Valley Right Of Way Consulting Services, LL C as a Sub-Consultant; and,

b. Acceptance and approval of Work Authorization No. 1 Supplemental Agreement No. 4 in connection to Contract #C-10-062-02-16 with TEDSI Infrastructure so as to provide "Revisions to the Hydrologic & Hydraulics, Revisions to the PS&E, Revisions to the parcel surveys and M&B Descriptions, Right Of Way Negotiations & Acquisitions and construction Phase Services along with adding a sub-consultant (Valley Right Of Way Consulting Services, LLC)" as stated in the agreement document with an estimated amount of $292,736.62.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1341-431-50-115-079-0-733/7

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

BUDGETARY IMPACT:

$0.00 FUNDS AVAILABLE IN ACCOUNT NO. 3-1341-431-50-115-079-0-733 AS OF 03-08-13.

$21,500.00 FUNDS AVAILABLE IN ACCOUNT NO. 3-1341-431-50-115-079-0-711 AS OF 03-08-13.

FISCAL YEAR: **ACCT. #**

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

BUDGETARY IMPACT:

Any shortfalls in funding will be discussed by DBM.

Attachments

Supplemental Agreement No. 1 to Agreement

Work Authorization No. 1 Supplemental Agreement No. 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/08/2013 04:34 PM
Budget & Management	Obdett Calzada	03/08/2013 05:06 PM
Rosalinda Cantu		03/08/2013 05:23 PM
Auditor's Office	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Vangie Garcia Started On: 03/08/2013 03:21 PM

Final Approval Date: 03/08/2013

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

Hidalgo County Contract No. : C-10-062-02-16

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of **Article 8** of the Agreement made by and between Hidalgo County Drainage District No. 1, hereinafter called the "**Owner**", and TEDSI Infrastructure Group, Inc. hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the 16th day of February, 2010 concerning **Engineering** for Design, Right Of Way Mapping and Construction Support Services of Hidalgo County Drainage District No. 1 , HCMDS Phase II J-09 Lateral Drain (hereinafter referred to as the ""**Project**""); and

WHEREAS, Article 2 of the Agreement, (Character and Extent of Services), established the Scope of Work; and

WHEREAS, it has become necessary to amend the contract to add Right Of Way Negotiation & Acquisition Services to said EXHIBIT B - Scope of Services to be provided by Engineer along with the addition of Valley Right Of Way Consulting Services, LLC as a Sub-Consultant.

A. **AGREEMENT**

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said Agreement is amended as follows:

I. Article 2.1 of the Agreement, (Scope Of Work), is revised to Provide the addition of Right Of Way Negotiations and Acquisition Services.

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 March, 2013.

ENGINEER:
TEDSI Infrastructure Group, Inc.

BY: _____
Jesse Salinas, President / CEO

OWNER:
Hidalgo County Drainage District No. 1

BY: _____
Ramon Garcia, Chairman

ATTACHMENTS:

EXHIBIT B -Scope of Services to be provided by the **Engineer**

EXHIBIT "B"
Services to be Provided by the Engineer

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(3) Quality Control/Quality Assurance Program 4
(4) Subcontract Administration 4
(5) Funding Sources 4
(6) Capital Improvement Program 5
(7) Management/Coordination of Engineering Activities 5
(8) Implementation of QC/QA Program 5

(B) Preliminary Engineering **5**
(1) Preliminary Concept Conference 5
(2) Management/Coordination of Engineering Activities 5
(3) Implementation of QC/QA Program 6
(4) Preparation of ***"Preliminary Engineering Report"*** 6
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(3) Management/Coordination of Engineering Activities 7
(4) Implementation of QC/QA Program 7

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(4) Final Acceptance 23

CLASSIFICATION OF SERVICES. In accordance with Article 2.2 of this Agreement, the services to be provided by the **Engineer** shall be classified as either ***Basic Services*** or ***Special Services.*** The expanded descriptions of the services identified later in this exhibit and to be provided by the **Engineer** are classified as follows:

Management:

I. ENGINEERING MANAGEMENT (*EM*)

(A) Preliminary Project Planning and Development

(1) Project Development Schedule	***Basic***
(2) Construction Estimate	***Basic***
(3) Quality Control / Quality Assurance Program	***Basic***
(4) Subcontract Administration	***Basic***
(5) Legislative Liaison & Funding Application Preparation	***Special***
(6) Capital Improvement Program (CIP)	***Basic***
(7) Management / Coordination of Engineering Activities	***Basic***
(8) Implementation of QC/QA Program	***Basic***

(B) Preliminary Engineering

(1) Preliminary Concept Conference	***Basic***
(2) Management / Coordination of Engineering Activities	***Basic***
(3) Implementation of QC/QA Program	***Basic***
(4) Preparation of ***"Preliminary Engineering Report"***	***Basic***
(5) Coordination with all reviewing agencies (FEMA, USACE, etc.)	***Basic***

(C) Final Design

(1) ***"Design Policy & Procedures Manual"***	***Basic***
(2) Design Concept Conference	***Basic***
(3) Management / Coordination of Engineering Activities	***Basic***
(4) Implementation of QC/QA Program	***Basic***

(D) Construction Management

(1) ***"Construction Management Policy & Procedures Manual"***	***Basic***
(2) Construction Bidding	***Basic***
(3) Owner's Representative	***Basic***
(4) Defects and Deficiencies	***Basic***
(5) Monthly Construction Progress Reports	***Basic***
(6) Recommendations for Payment to the Construction Contractor	***Basic***
(7) Project Site Management	***Special***
(8) Implementation of Qc/QA Program	***Basic***
(9) Change Orders	***Special***
(10) Final Acceptance, Performance Testing, Shop Drawing Review	***Basic***

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) Environmental Document Preparation & Public Involvement (if required By Federal agencies)	***Special***
(2) Field Surveying & Photogrammetry (if not provided by Owner)	***Special***
(3) Water Resource Management Planning	***Special***
(4) Water Rights Attorney	***Special***

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:

(1) Preliminary Field Surveying (using Lidar/ provided by **Owner**)	***Provided by Owner***
(2) Data Collection	***Basic***
(3) Geographical Information System	***Basic***
(4) Hydrologic Analysis	***Basic***
(5) Hydraulic Analysis	***Basic***
(6) Flood Plain Mapping	***Basic***
(7) Water Treatment & Distribution	***Basic***
(8) Alternate Solutions /Recommendations for Final Design	***Basic.***
(9) Final Report – ***"Preliminary Engineering Report"***	***Basic***

(B) Final Design:

(1) Right-of-Way Data and ROW Map	***Special***
(2) Right of Way Acquisition Services	***Special***
(3) Design Field Surveying	***Special***
(4) Geotechnical Investigations and Reports	***Special***
(5) Permitting	***Basic***
(6) Channel / Drainage Design	***Basic***
(7) Roadway Design	***Basic***
(8) Bridge Design	***Basic***
(9) Plans, Specifications & Estimates	***Basic***

(C) Construction:

(1) Construction Bidding Documents	***Basic***
(2) Project Site Representation:	***Special***
a. Engineering Support Data for Defects & Deficiencies	***Special***
b. Daily and Weekly Construction Reports	***Special***
c. Measurement / Calculations for Contractor Payment	***Special***
d. Project Engineer / Resident Engineer Services	***Special***
(3) Miscellaneous Technical Activities:	
a. Construction Field Surveying	***Special***
b. Shop Drawing Review	***Basic***
c. Control of Materials & Equipment	***Special***
d. Change Orders	***Basic***
(4) Final Acceptance:	
a. Performance Testing	***Special***
b. As-Built Drawings	***Basic***

EXPANDED DESCRIPTIONS OF SERVICES. The expanded descriptions of the services to be provided by the Engineer are described on the following pages.

I. ENGINEERING MANAGEMENT (*EM*)

The following outline provides a summary for the ***basic*** and ***special services*** to be provided by the **Engineer** under services of this Agreement. The contractual services will be outlined in each Work Authorization as outlined in Article 7.

For these services, the **Engineer** shall manage the **Project Team,** consisting of various sub-providers, in the development of the **Project** as defined and more particularly described in **EXHIBIT "B1"** attached to this Agreement. The services will include the following:

(A) **Preliminary Project Planning and Development.** In general, this will include the ***management*** of the preliminary planning process and advance project development (APD) that is required for the **Project.** (A summary of specific requirements for ***engineering*** activities are outlined later in this exhibit.) The **Engineer** will identify, coordinate, and implement the ***management*** requirements for preliminary planning and advance **Project** development for the **Project.** Specific work activities to be provided by the **Engineer** will include:

(1) **Project Development Schedule.** The **Engineer** will prepare a **Project Development Schedule.** This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the **Engineer,** throughout **Project** development. It will be provided, as well as any updates, to the **Owner** and each **Project Team** member as a part of the **Work Plan** identified in (1). The schedule will identify all major milestones and **Project** deliverables. The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule.

(2) **Construction Estimate**. The **Engineer** shall prepare a preliminary estimate for the construction of the **Project**. The preliminary construction estimate shall be monitored, verified and updated throughout the course of **Project** development.

(3) **Quality Control / Quality Assurance (QC/QA) Program**. The **Engineer** shall develop a quality control and quality assurance program for the **Project** to ensure the **Project Team** is producing quality work for the **Project**.

(4) **Subcontract Administration**. The **Engineer** shall initiate, execute and monitor all subcontracts for the duration of the **Project**. The **Engineer** shall advise and/or provide recommendations to the **Owner**, as the **Project** progresses, should additional sub-providers be required. All subcontracting and assignment will be in accordance with Article 14.

(5) **Funding Sources**. If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the development and construction of the **Project** may be eligible for funding from outside sources. If approved by the **Owner** as ***Special Services***, the **Engineer**'s responsibilities regarding funding sources will include the following:

(a) **Liaison (Engineer)** will act as Corporate Sponsor for obtaining funding from potential

funding sources for the **Project**. The Corporate Sponsor will act as liaison for the **Owner** to applicable State and Federal resource agencies for possible funding assistance.

(b) The **Engineer** will identify and develop a list of possible funding sources for the **Project**.

(c) The **Engineer** will prepare all required applications to funding sources.

(6) **Capital Improvement Program (CIP)**. If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the **Engineer** will prepare a CIP based on a conceptual sequence of construction for the **Project** as identified in the final recommendations shown in the ***"Preliminary Engineering Report"*** developed by the **Engineer** under the preliminary engineering activities identified later in this exhibit. The primary focus will be to address the overall needs of the system, the funding availability, the identification of operational issues, the acquisition of right of way, and the prioritization of those needs and issues in a cost effective and efficient manner (conducive of funding availability). The CIP will be continuously monitored and updated by the **Engineer** throughout **Project** development.

(7) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the specific ***engineering*** work activities, tasks, special services for Environmental Document Preparation (if required by Federal agencies), Public Involvement, and Field/Reconn/Surveying and Photogrammetry (more particularly identified later in this exhibit under II - Preliminary Project Planning and Development).

(8) **Implement QC/QA Program**. The **Engineer** will monitor and perform the program developed to ensure the quality of the Environmental Document (if required by Federal agencies), public involvement procedures, and the products and data from field/recon/surveying and aerial photogrammetry, and their compliance with applicable standards and requirements.

(B) Preliminary Engineering. The **Engineer** will ultimately deliver the final recommendations for the design of the project in the ***"Preliminary Engineering Report"***. (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The **Engineer** shall ***manage*** and coordinate the activities of the **Project Team** in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of **Project** information and status to the **Owner** and **Project Team** throughout the development of the ***"Preliminary Engineering Report"***. Specific ***management*** tasks to be provided by the **Engineer** will include:

(1) **Preliminary Concept Conference**. The **Engineer** will coordinate and conduct a preliminary concept conference (PCC) with the **Owner**, and any other stakeholders approved by the **Owner**. At the PCC, the **Engineer** will outline the issues and aspects involved in the development of the ***"Preliminary Engineering Report"***, identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner**.

(2) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary Engineering Report"***, including Field Surveying, Data Collection, the development of a Geographical Information

System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (**Preliminary Engineering**)).

(3) **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***"Preliminary Engineering Report",*** and its compliance with standards of sound ***engineering*** principles and the agreed-upon design criteria established at the PCC.

(4) **Final Report:** ***"Preliminary Engineering Report".*** The **Engineer** will provide, to the **Owner**, five (5) bound, color copies of the ***"Preliminary Engineering Report",*** including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimate.

(5) **Coordination with various agencies.** The development of the ***"Preliminary Engineering Report"*** may require documentation and/or coordination with various agencies. The **Engineer** will act as a liaison for the **Owner**, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

(C) **Final Design.** After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County permitting requirements, the **Engineer**, will coordinate the activities of the **Project Team** during the final design of the **Project** by developing and preparing all policies and procedures, managing the sub-providers activities and performance, and performing quality control and quality assurance for all design documents associated with the **Project**. One of the primary deliverables for the **Engineer** to provide the **Owner** is a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) ***"Design Policy & Procedures Manual".*** The **Owner** will provide a policy and procedures manual for final design to be used by the **Project Team** in the development of the **Project**. The purpose of this will be to set policy with regards to the approved design criteria, and to provide consistency in the development of the documents for design, plans, specifications and estimates. Once the manual has been provided by the **Owner** it will be distributed by the **Engineer** to each member of the **Project Team**. The **Owner** will be responsible for updating and maintaining the manual and distributing any revisions throughout **Project** development. Items to be identified in the ***"Design Policy & Procedures Manual"*** provided by the **Owner** will include, but not be limited to, the following:

(a) Project Description and Final Recommendations of the ***"Preliminary Engineering Report"***
(b) Environmental
(c) Correlation and Agreement with Other Agencies
(d) Application of Design Standards (City, County, State, AASHTO)
(e) Requirements for Preliminary Submittals
(f) Basic Design Criteria
(g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
(h) Formats for Supporting Documents

(i) CADD Standards
(j) Specifications

(2) **Design Concept Conference (DCC).** The **Engineer** shall coordinate and conduct a design concept conference with the **Owner** and **Project Team**. At the DCC, the **Engineer** will distribute the ***"Design Policy & Procedures Manual"*** provided by **Owner** and discuss the **Project** Development Schedule with the **Project Team**.

(3) **Management/Coordination of Engineering Activities.** The **Engineer** shall ***manage*** and coordinate the **Project Team** in the development of the documents for final design, including: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design**)).

(4) **Implement QC/QA Program.** The **Engineer** shall monitor and perform the QC/QA program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the ***engineering*** activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design Engineering**)). These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(D) Construction Management. The **Engineer** shall provide construction ***management*** services for each authorized construction contract of the **Project.** The **Engineer** shall also assist the **Owner** in the advertisement for construction bids, the opening and tabulation of the bids, provide a recommendation as to the proper action on all bid proposals received, and assist in the preparation of formal contract documents for the award of contracts. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) ***"Construction Management Policy & Procedures Manual"***. The **Owner** shall will provide a manual that outlines the policy and procedures for the ***management*** and administration of construction of the **Project.** The manual's information will include, but not be limited to, construction contract recordkeeping (daily reports, weekly reports, monthly progress reports, etc.), contractor payment, change order format and procedures, site inspection, scheduling, and final inspection.

(2) **Construction Bidding Documents.** The **Engineer** shall perform the following in preparation of the construction bidding documents:

(a) Upon completion of QC/QA, the **Engineer** shall furnish to the **Owner** all necessary copies of approved plans, specifications, **Engineer's** estimate, notices to bidders, and proposals for each authorized construction contract.

(b) The **Engineer** shall assist the **Owner** in advertising for each authorized construction contract for the **Project.**

(c) The **Engineer** shall assist the **Owner** in the opening and tabulation of bids for each authorized construction for the **Project,** and recommend to the **Owner** as to the proper action on all bid proposals received.

(d) The **Engineer** shall assist the **Owner** in the preparation of formal contract documents for the award of construction contracts.

(3) **Owner's Representative.** In general, the **Engineer** shall provide the ***management*** activities required for consultation and advisement to the **Owner** during construction, and act as the **Owner's** representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of the **Engineer** as assigned in the General Conditions of the Contract shall not be modified, except as the **Engineer** may otherwise agree in writing.

(4) **Defects and Deficiencies.** In providing the ***management and administration*** of the authorized construction contract, the **Engineer** shall use the **Engineer**'s best efforts to protect the **Owner** against defects and deficiencies in the work of the construction contractor, hereinafter called the **"Contractor"**. The **Engineer** does not guarantee the performance of the **Contractor;** however, the **Engineer** will promptly notify the **Owner** of any such defect or deficiency, and take all steps possible to require the **Contractor** to correct the defect or deficiency.

(5) **Progress Reports.** The **Engineer** will obtain the daily and weekly reports provided from the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit and prepare a monthly progress report, which outlines the construction progress in a form and manner satisfactory to the Owner.

(6) **Contractor Payment**. The **Engineer** shall obtain the measurements and calculated quantities prepared under the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit, and review and approve the monthly and final estimates for payments to the **Contractor** for those items of work accepted and conforming to the construction contract specifications. The **Engineer** will furnish to the **Owner** any necessary certifications as to payments to the **Contractor** and suppliers. *Note: The **Engineer** is not responsible for actual payments to the **Contractor.***

(7) **Project Site Management**. The **Engineer** will coordinate and monitor the **Project** site representation of the authorized construction contract by providing the following special services, if authorized by **Owner**:

Project Manager. The **Engineer** will provide visits by the ***Project Manager*** or a competent representative of the **Engineer** to the site of construction at least twice a month for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications. In the capacity of site inspection, the **Engineer** will issue instructions from the **Owner** to the **Contractor** and the ***Resident Engineering Representative***, issuing necessary interpretations and clarifications of construction contract documents, and make recommendations to the **Owner** as to the acceptability of the **Contractor**'s progress and work.

(8) **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program

developed to ensure the quality of the ***engineering*** services and documents associated with Field Surveying, Shop Drawings, Control of Materials & Equipment, Change Orders, Performance Testing, and As-Built Drawings, more particularly identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit. These services shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, Federal agencies for approval.

(9) **Change Orders**. When applicable, the **Engineer** will review and provide recommendations for all change orders developed under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the **Owner**. The **Engineer** will prepare, explain, and submit proposed change orders, when applicable.

(10) **Final Acceptance.** Following the completion of construction by the **Contractor**, the **Engineer** will provide the services required for the final inspection and recommendation for **Project** acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specifications. The **Engineer** will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the **Owner** one set of prints of the as-built drawings. *Note: Services to be provided by the **Engineer** for Items II and III primarily involve the **engineering** work tasks for the **Project.***

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

In general, this will include all ***engineering*** activities required for the **Advance Project Development**. Primarily, this will involve the research and coordination for the social, economic and environmental impacts, public involvement and preliminary field/reconn/surveying / aerial photography of the **Project.** A summary of the ***engineering*** activities to be provided by the **Engineer** are listed below. The actual contractual services will be identified in each work authorization as outlined in Article 7.

(1) **Environmental Document Preparation and Public Involvement** ***(if required by Federal/State agencies)***

(a) The **Engineer** shall prepare an environmental document in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations. The **Engineer** will prepare an environmental document in anticipation of a ***Finding of No Significant Impact (FONSI)***, as identified by the NEPA process. This document will include, at a minimum, the following:

(i) **project** description
(ii) need for **project**
(iii) alternatives considered
(iv) impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
(v) conclusion
(vi) **project** location map
(vii) preliminary structure and channel locations/layouts
(viii)scanned photographs

(b) The **Engineer** shall conduct and coordinate all public involvement in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations.

(c) The **Engineer** shall coordinate with all resource agencies, government entities, and private landowners involved or impacted in the development of the **Project.** This will include individual meetings, newsletters and notices, as required.

(d) The **Engineer** shall coordinate and conduct the following public meetings/hearings:

(i) Public Meetings – These meetings will be scheduled to present the **Project** concept, including preliminary layouts and requirements for the **Project,** for the purpose of obtaining preliminary public comment.

(ii) Public Hearing – After completion / preliminary approval of the environmental document and applicable approval to move the **Project** forward for further processing, a public hearing will be afforded and/or conducted to present the approved draft environmental document and the **Project** layout (schematic) for the purpose of obtaining final public comment.

(e) The **Engineer** shall develop a **Project** coordination and mailing list.

II. Preliminary Project Planning & Development (continued)

(f) The **Engineer** shall prepare required presentation materials (including handouts, agenda, and sign-in roster) and exhibits for public meetings and a public hearing.

(g) The **Engineer** shall prepare and submit a written document summarizing each proceeding: Public Meeting Reports and Public Hearing Report.

(2) **Field Surveying and Photogrammetry** *(if not provided by Owner)*

(a) ***Right of Entry:*** It will be the responsibility of the **Engineer** to secure written permission to enter private property for purposes of reconn/survey, environmental and engineering investigations. The **Engineer** will, at times, contact the owner prior to any entry onto the owner's property. The property owner will be informed, by the **Engineer,** the name of the primary person of contact during each entry.

(b) For the purpose of schematic development, including a geographical information system of the **Project**, a base map background will be provided to the **Engineer** through the **Owner**.

(c) The **Owner** shall provide primary **Project** control for field surveying by establishing horizontal and vertical control points, and the **Engineer** shall establish secondary **Project** control to tie ground control to the State Plane Coordinate System.

(d) The Engineer shall obtain the following photogrammetric products:
(i) Contact Prints and Mosaics
(ii) Planimetric maps
(iii) Contour maps
(iv) Cross Sections
(v) Digital Terrain Model (DTM)

(3) **Water Resource Management Planning**

The Engineer shall provide water resources management planning to include identification of development opportunities, formulating alternative plans, evaluation and optimization of plans. Multiple users, multiple purposes, and multiple objectives must be considered in defining the development plans.

The Engineer shall provide Public Involvement that will be a critical role in the planning process. Economic, ecological, environmental, and social impacts of each alternative plan will be considered. An important and quantifiable criterion for plan evaluation is the economic benefits and costs a plan would entail were it implemented. The overall planning process will be based on a systematic planning approach.

(4) **Water Rights Attorney**

The Engineer shall provide and retain the services of an attorney registered with the State Bar or Texas with professional experience in Texas Law of Water Rights. The attorney retained will provide consultation on applicable State Law regarding water rights and other services as required by Hidalgo County Drainage District No. 1.

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

The services listed below to be provided by the **Engineer** are a summary of the services; the actual contractual services will be identified in each work authorization as outlined in Article 7 of the Agreement. The services shall be divided into three phases with ***engineering*** work activities, as follows:

(A) Preliminary Engineering. For this phase, the **Engineer** will ultimately deliver the ***"Preliminary Engineering Report".*** The ***"Preliminary Engineering Report"*** shall be based on the **Engineer**'s review and comments on the ***"Raymondville Drain Outfall Study"*** (to be provided by the **Owner**). Should the review and comments by the **Engineer** indicate deficiencies in the ***"Raymondville Drain Outfall Study",*** or in the **Turner, Collie and Braden, Inc. Engineer Report – "Flood Protection Plan"**, dated September 1997, corrections of such deficiencies shall be the responsibility of the **Owner**, or deemed by the **Owner** as additional work to be performed by the **Engineer** and compensated in accordance with Articles 8 and 9 of this Agreement. Subsequently, the **Engineer** will prepare the ***"Preliminary Engineering Report"*** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**; to include preliminary layouts, sketches, and cost estimates for the **Project**, and to set forth clearly the **Engineer**'s recommendations. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) <u>Preliminary Field Surveying</u>

(a) The **Engineer** shall establish benchmark identifications, if not already provided by the **Owner**.

(b) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flowline (upstream & downstream) elevations of structures.

(c) The **Engineer** shall obtain profiles of intersecting roadways that cross existing and proposed channels.

(d) The **Engineer** shall obtain flood plain and cross-sections (along with appropriate overbank data), and establish reach lengths, as required.

(2) <u>Data Collection</u>

(a) The **Engineer** shall perform site visits for field reconnaissance.

(b) The **Engineer** shall identify and obtain data to include, but not be limited to:

Previous Studies:

(i) Available previous hydraulic and/or engineering studies

(ii) Previous documentation and/or studies for Federal Emergency Management Agency (FEMA) floodway requirements.

Land Records:

(iii) Parcel mapping

(iv) Property assessment

(v) USGS topographic mapping

Property and Facility Management

(vi) Land acquisition and disposition
(vii) Building and property inventory
Land Use Planning and Zoning
(viii) General plan mapping
(vix) Zoning mapping
(x) Demographic mapping
(xi) Economic development
(xii) Linking to permitting systems
(xiii) Existing aerial photographs and/or mapping
Engineering
(xiv) Storm drain mapping
(xv) Subdivision mapping
(xvi) Street mapping
Public Safety
(xvii) Emergency preparedness plans
Environmental Assessment (if required by Federal/State agencies)
(xviii) Wetland mapping
(xix) National Pollution Discharge Elimination System (NPDES) permitting
(xx) Facility mapping
(xxi) Vegetation mapping
(xxii) Coastal zone management
Elections
(xxiii) District Boundary definition

(3) **Geographical Information System**

The **Engineer** shall develop a Geographical Information System (GIS) utilizing Environmental Systems Research Institute, Inc. (ESRI) ArcView with 3-D Analyst and GIS StreamPro, where appropriate to be compatible with the existing GIS being developed in the ***"Raymondville Drain Project"***. Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process for the development of the ***"Preliminary Engineering Report"***. ArcView will also be used to export data to the USACE Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will be used to develop the ***engineering*** models required for the hydraulic analysis of each lateral channel (and associated tributaries) and the plotting of the resultant floodplains. Specifically, ArcView will be used to export this data to HEC-RAS where it will be combined with the field surveyed channel data in order to construct full flood plain cross sections that reflect accurate channel and overbank data for the HEC-RAS models.

Note: During the performance of the following hydrologic / hydraulic analysis and the development of the alternate solutions and final recommendation, the **Engineer** will address and incorporate any findings of the environmental documentation process.

(4) **Hydrologic Analysis**

(a) The **Engineer** shall review and comment on the hydrologic analyses of portions of the Raymondville drainage watershed(s) that are located in Precinct No. 1 and No. 4.

(b) The **Engineer** shall review and comment on the comparison of peak flow rates, identified in the Raymondville drainage watershed(s) that are located in Precinct No. 1 and No. 4,

with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

(5) **Hydraulic Analysis**

(a) The **Engineer** shall review and comment on the hydraulic analysis for each existing and proposed structure location utilizing the HEC-RAS computer program; utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. Specific steps for the hydraulic analysis are outlined in tasks (b) through (g) below.

(b) The **Engineer** shall create the terrain Triangulated Irregular Network (TIN), if not provided by the **Owner**. This will be developed from a combination of field survey, aerial photogrammetry, and topographic mapping data in the development of a point table. With this point table, an event theme will be created in ArcView, which will create the terrain TIN with 3-D Analyst.

(c) The **Engineer** shall create 2-dimensional lines representing the channel centerline, high bank locations, flow path lines, and cross-section locations by locating the various and required poly lines over the terrain TIN develop the watershed layout over the base map

(d) The **Engineer** shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the terrain TIN and creating a 3-dimensional cross-section theme.

(e) For verification of measured elevations, the **Engineer** shall edit the HEC-RAS GIS import file by selectively replacing the points taken from the terrain TIN at the channel with actual channel points obtained by the field survey.

(f) The **Engineer** will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures within Precinct No. 1 and No. 4 facilities authorized in work authorizations as outlined in Article 7 of the Agreement, and compare the hydraulic results to the effective FIS and existing 100-year flood levels.

(g) After the HEC-RAS model is satisfactory and the output deemed acceptable, the **Engineer** shall apply the GIS export function to create the HEC-RAS export file in preparation for the flood plain mapping.

(6) **Flood Plain Mapping**

(a) Utilizing the HEC-RAS GIS export file, and ArcView GIS StreamPro, the **Engineer** shall map the floodplain over the terrain TIN.

(b) The **Engineer** shall compare the results by placing the resulting floodplain mapping over the existing Flood Insurance Rate Map (FIRM): scan the FIRM and bring into ArcView an image for this comparison.

(7) **Water Treatment & Distribution System**

The Engineer shall provide Preliminary Planning Design Phase Services for a Water Treatment Plant and Water Distribution System as per the items below:

Preliminary Planning Phase:

(a) Water Distribution System: Engineering Feasibility Report
- (i) Determination of possible distribution routes and analysis of alternatives.
- (ii) Analysis of booster station(s), elevated storage, interconnects, outfalls, conveyance and analysis of alternatives for these items if needed.
- (iii) Recommendation of distribution routes and conveyance methods and facilities.
- (iv) Engineer's Onion of Estimated Costs

(b) Water Treatment Plant - Engineering Feasibility Report
- (i) Raw water analysis of analytical lab analysis of water available for treatment.
- (ii) Determination of treatment alternatives
- (iii) Analysis of treatment alternatives
- (iv) Recommendation of treatment methods
- (v) Engineer's Opinion of Estimated Costs
- (vi) TCEQ Assistance with application for treatment plant and authorization
- (vii) The Engineer shall provide TCEQ coordination and application for authorization of the Drainage District to supply treated water.
- (viii) Plant Pilot Study.
- (vix) The Engineer shall provide Raw water analytical samples to a TCEQ approved laboratory.
- (x) The Engineer shall provide and prepare an Environmental Information Document (EID) as per the Texas Water Development Board criteria. It's our understanding that some component of TWDB funding may be utilized for this project.

The Engineer shall provide Final Design Phase Services for a Water Treatment Plant and Water Distribution System as per the items below:

(8) Design

(a) Design of recommended water treatment plant for raw water use and potable water production. This includes:

- (i) raw water pump station and intake structure,
- (ii) raw water piping,
- (iii) raw water pumps and electrical components of raw water pump station,
- (iv) hydraulic profile of water treatment plant,
- (v) plant piping,
- (vi) Pretreatment
- (vii) controls and monitoring equipment, SCADA, and auxiliary controls,
- (viii) filtration and treatment vessels,
- (ix) sludge pumps,
- (x) clarifiers,
- (xi) disinfection equipment and monitoring equipment,
- (xii) clearwells,
- (xiii) treated water pumps (high service pumps),
- (xiv) sludge treatment and dewatering equipment, belt filters/sludge drying beds

(b) Design of Water Distribution System for treated Raw Water and Potable Water

This includes:
(i) Design of treated water pipe, sizes, and material types,
(ii) Air release valves,

(iii) Booster station, pumps and storage vessels if needed, elevated storage tanks (if needed),

(9) **Alternate Solutions and Recommendations**

(a) The **Engineer** shall prepare preliminary cost estimates for each alternate solution and final recommendation.

(b) The **Engineer** shall summarize each alternate solution in sufficient detail to indicate clearly the problems involved in order for the **Owner** to make the appropriate comparisons to the **Engineer**'s final recommendations and provide the approval for the final design of the **Project**.

(c) The **Engineer** shall provide a formal and clearly outlined recommendation regarding the final design of the **Project**.

(10) **Final Report**

The **Engineer** shall prepare five (5) bound, color copies of the final ***"Preliminary Engineering Report"***, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimates.

(B) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the **Engineer** will perform all required ***engineering*** activities to provide the **Owner** with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***engineering*** activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Right-of-Way Data (Special Services)**

The **Engineer** shall provide a right-of-way (ROW) map to the **Owner** that properly describes the ROW the **Owner** is to acquire. All procedures and tasks involved in the development of the ROW map will be in accordance with the **Owner**'s local operating procedures and the Texas Board of Professional Land Surveying Practices Act. Individual activities and/or requirements include:

(a) Abstracting – The **Engineer** shall perform a preliminary title search and determine ownership information.

(b) Surveying – The **Engineer** shall obtain the required survey data needed to establish existing and proposed right-of-way lines, channel centerline alignment, private property lines, county and/or city limits, and any topographic information not clearly indicated by the aerial photogrammetry.

(c) The **Engineer** shall prepare the ROW map.

(d) The **Engineer** shall prepare field note descriptions on 8-1/2 x 14" sheets, signed and sealed by a Registered Professional Land Surveyor, for each parcel of land to be acquired as shown on the ROW map.

(e) The **Engineer** shall prepare parcel plats for each parcel of land to be acquired as shown on the ROW map. All parcel plats will be prepared on 8-1/2" x 14" sheets and signed and sealed by a Registered Professional Land Surveyor.

(f) Any revisions required to the ROW map, and associated documents, shall be made by the **Engineer** promptly, and at no additional cost or expense to the **Owner**. The **Engineer** shall immediately furnish such revised right-of-way map, and associated documents, to the **Owner** at no additional cost or expense to the **Owner**.

(2) **Right Of Way Acquisitions**. - Project Administration

(a) Negotiation of Scope of Services for Work Authorization

i Acquisition Provider will visit project site with City personnel if necessary.

(b) Project Presence at Consultant Office Headquarters

(i) Full Project Office.

1. No Joint Use of City or TxDOT facilities
2. Open during normal City and State work hours
3. Personnel available to answer questions
4. Availability of Project Files
5. At least one office staff member is required to be a current commissioned notary public

(c) Overhead Cost

(i) Administrative costs.

(d) Communication

(i) Provide monthly progress reports with invoice.

(ii) Participate in project review meetings as determined by the City.

(iii) Prepare initial property owner contact list for use by the City in distribution of Acquisition Provider introduction letters.

(e) File Management

(i) Project and parcel files will be kept in the City's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the City office as they are generated or received by the Acquisition Provider, if necessary.

(ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.

(iii) Maintain records of all payments including check number, amount and date paid, etc.

(iv) Provide copies of all incoming and outgoing correspondence as generated if requested by City at provider conference.

(v) Maintain copies of all correspondence and contacts with property owners.

(f) Negotiations, Tasks, and Fees

(i) Analyze appraisal and appraisal review reports and confirm the City's approval value prior to making offer for each parcel.

III. Preliminary Engineering, Final Design & Construction (continued)

(ii) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

(iii) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by City/TxDOT on applicable City/TxDOT forms.

(iv) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

(v) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.

(vi) Respond to property owner inquires verbally and in writing within two business days.

(vii) Prepare a separate negotiator contact report for each parcel per contact.

(viii) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

(vix) Advise property owner on the Administrative Settlement process. Transmit to City any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with City/TxDOT policy and procedures.

(x) Prepare final offer letter, documents of conveyance as necessary.

(xi) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

(xii) Meet at the Consultants ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

(xiii) Provide a monthly progress report per parcel by the 25th of the month with invoice.

(xiiii) The consultant shall, as part of this proposal, estimate 10% of the 55 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the City Attorney.

(g) After the hearing is set, the City Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If It is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

(h) Once the notices have been served, the City Attorney shall file the original notices with the court and send copies stamped "copy" to Consultant's ROW Office.

(i) The City's Attorney shall send a reminder letter 2-3 weeks in advance to the City Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

(j) Post Hearing Support (by City Attorney)

(k) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to the Hidalgo County clerk's office.

(l) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

(m) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

(n) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the City, 1 certified copy to Consultant with the Commitment to request the warrant in the amount of the Special Commissioners Award.

(o) Send the Commitment and the Award to City, along with individual special commissioner's billing requesting the payment for their fees.

(p) File City warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date fo the deposit. The Date of Deposit is the Date of Take.

(q) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.

(r) Send written notices of the date of deposit to the City Administration office and al interested parties.

(s) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witness as requested.

(t) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the City Attorney's office for his further handling in accordance to the Eminent Domain process by the City.

(3) **Design Field Surveying (Special Services)**
The **Engineer** shall perform field surveys and provide field layouts and/or information necessary to collect information required in the final design of the **Project**. This may include, but not be limited to, additional channel sections for the determination of final earthwork, roadway cross sections and profiles for intersecting roadways, soil bore staking, and right-of-way staking.

(4) **Geotechnical Investigations (Special Services)**
The **Engineer** shall perform geotechnical investigations and testing for the purpose of foundation studies and design for any pavement, retaining walls, bridges, and/or miscellaneous structures that may be required for final design.

(5) **Permitting**
The **Engineer** shall furnish the necessary ***engineering*** data required to apply for regulatory permits from local, State, or Federal authorities.

(6) **Channel/Drainage Design**
The **Engineer** shall perform channel / drainage design for the proposed improvements to existing channels and/or facilities, as well as the proposed channels of the **Project**. The design of drainage improvements shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(7) **Roadway Design**
The **Engineer** shall perform roadway design for any intersecting roadway approaches to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these roadways shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of the associated roadway. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(8) **Bridge Design**

(a) The **Engineer** shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these bridges shall conform to the **Project** design criteria required by the **Owner** (City, County, or State), of the associated bridge structure and/or roadway, and the

requirements set forth by the American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges". These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) Prior to performing structural detailing, the **Engineer** shall provide a bridge layout to the governing entity of the associated bridge structure and/or roadway for approval. Each bridge layout will include the required information set forth by the governing entity.

(9) **Plans, Specifications & Estimates (PS&E)**

(a) The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner**. These documents shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) All final plan sheets shall be developed, by the **Engineer**, on 11" x 17" reproducible, 4 mil, double-matte, white, opaque film.

(c) Graphics files shall be developed by the **Engineer** in Microstation design file format, and must plot consistent with the reproducible plots submitted.

(d) **Plan Sheets.** Plan sheets developed by the **Engineer** shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project**.)

(e) **Specifications.** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the **Engineer**, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

(f) **Estimates.** The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

(C) Construction Phase Services. The **Engineer** shall provide ***engineering*** services for each authorized construction contract of the **Project**. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Construction Bidding**

The **Engineer** shall prepare the documents for all necessary copies of approved plans,

specifications, notices to bidders, and proposals.

Note: Services for assistance in advertising for each authorized construction contract for the **Project**, opening and tabulation of bids, recommendations to the **Owner** as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract will be performed by the **Engineer**.

(2) **Project Site Representation**

(a) In general, the **Engineer** shall provide the ***engineering support and data*** required for consultation and advisement to the **Owner**, and to protect the **Owner** against defects and deficiencies in the work of the **Contractor**.

(b) **Daily and Weekly Reports.** The **Engineer** shall provide the ***engineering support and data*** required to monitor the **Contractor**'s progress with daily and weekly reports as outlined in the ***"Construction Management Policy & Procedures Manual"*** developed and more particularly identified under I – Engineering Management in this exhibit. This information will be utilized for the development of the ***monthly progress report*** to be provided to the **Owner** as identified under I – Engineering Management in this exhibit.

(c) **Contractor Payment.** The **Engineer** shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the **Contractor** as identified and performed under I – Engineering Management in this Exhibit. *Note:* The **Engineer** is not responsible for actual payments to the **Contractor**.

(d) The **Engineer** will provide **Project** site representation of the authorized construction contract as follows:

(i) **Project Engineer.** The **Engineer** will provide visits by the ***Project Engineer*** or a competent representative of the **Engineer** to the site of construction at least three times each week for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications.

(ii) **Resident Engineer.** If authorized by the **Owner**, the **Engineer** will furnish the services of a ***Resident Engineer*** and/or construction representative(s) for continuous on-the-site representation.

(3) **Miscellaneous Technical Activities**

(a) **Construction Field Surveying.** The **Engineer** shall perform all field surveys and field layouts, including construction staking and right-of-way staking.

(b) **Shop Drawings.** The **Engineer** shall review and check all shop or working drawings furnished by the **Contractor**.

(c) **Control of Materials & Equipment.** The **Engineer** shall provide inspection of all materials and equipment furnished/used by the **Contractor** as follows:

(i) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

(ii) Observe and/or perform **Project** record testing and/or independent assurance testing as outlined in the construction contract specifications.

(d) **Change Orders.** When applicable, the **Engineer** will prepare the ***engineering*** data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the **Owner**.

(4) **Final Acceptance**

(a) **Performance Testing.** Following the completion of construction by the **Contractor**, the **Engineer** shall provide the ***engineering*** support and data required for the initial operation of the **Project**. This will include inspection for conformance and recordkeeping for the necessary performance tests required by the construction contract specifications. The **Engineer** will provide this inspection with either the ***Project Engineer*** or ***Resident Engineer***, as directed by the **Owner**.

(b) **As-Built Drawings.** The **Engineer** shall develop as-built drawings to show the work as actually constructed.

EXHIBIT "F"

Supplemental Agreement Form

WORK AUTHORIZATION NO. 1
SUPPLEMENTAL AGREEMENT NO. 4

Contract No. C – 10 – 062 – 02 - 16

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Supplemental Agreement #4 to Work Authorization No. 1 is to provide Revisions to the Hydrologic & Hydraulics, Revisions to the PS&E, Revisions to the parcel surveys and M&B Descriptions, Right Of Way Negotiations &Acquisitions and construction Phase Services along with adding a sub-consultant (Valley Right Of Way Consulting Services , LLC) as indicated below:

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 lump sum cost for services under this Supplemental Agreement No. 4 to Work Authorization No. 1 is **$ 292,736.62**. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **Exhibit "D"**.

PART 3. Payment. Lump Sum Compensation and payment to the **Engineer** for the services established under this Supplemental Agreement #4 to Work Authorization No. 1 shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Supplemental Agreement #4 to Work Authorization No. 1 shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Supplemental Agreement #4 to Work Authorization No. 1 shall be performed within the time period identified in Work Authorization No. 1.

PART 5. Responsibilities and Obligations. This Supplemental Agreement #4 to Work Authorization No. 1 does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Supplemental Agreement #4 to Work Authorization No. 1 is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 2013.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Jessse Salinas, (Principal)

COUNTY JUDGE:
HIDALGO COUNTY

BY: _____
Ramon Garcia

THE OWNER:
HIDALGO COUNTY

BY: _____
Joseph Palacios (County Commissioner)

APPROVED AS TO FORM:
ATLAS & HALL

BY: _____
Steve Crain

LIST OF EXHIBITS:

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EXHIBIT "B"
Services to be Provided by the Engineer

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CLASSIFICATION OF SERVICES. In accordance with Article 2.2 of this Agreement, the services to be provided by the **Engineer** shall be classified as either ***Basic Services*** or ***Special Services.*** The expanded descriptions of the services identified later in this exhibit and to be provided by the **Engineer** are classified as follows:

Management:

I. ENGINEERING MANAGEMENT (*EM*)

(A) Preliminary Project Planning and Development

(1) Project Development Schedule	***Basic***
(2) Construction Estimate	***Basic***
(3) Quality Control / Quality Assurance Program	***Basic***
(4) Subcontract Administration	***Basic***
(5) Legislative Liaison & Funding Application Preparation	***Special***
(6) Capital Improvement Program (CIP)	***Basic***
(7) Management / Coordination of Engineering Activities	***Basic***
(8) Implementation of QC/QA Program	***Basic***

(B) Preliminary Engineering

(1) Preliminary Concept Conference	***Basic***
(2) Management / Coordination of Engineering Activities	***Basic***
(3) Implementation of QC/QA Program	***Basic***
(4) Preparation of ***"Preliminary Engineering Report"***	***Basic***
(5) Coordination with all reviewing agencies (FEMA, USACE, etc.)	***Basic***

(C) Final Design

(1) ***"Design Policy & Procedures Manual"***	***Basic***
(2) Design Concept Conference	***Basic***
(3) Management / Coordination of Engineering Activities	***Basic***
(4) Implementation of QC/QA Program	***Basic***

(D) Construction Management

(1) ***"Construction Management Policy & Procedures Manual"***	***Basic***
(2) Construction Bidding	***Basic***
(3) Owner's Representative	***Basic***
(4) Defects and Deficiencies	***Basic***
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(9) Change Orders	***Special***
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Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) Environmental Document Preparation & Public Involvement (if required By Federal agencies)	***Special***
(2) Field Surveying & Photogrammetry (if not provided by Owner)	***Special***
(3) Water Resource Management Planning	***Special***
(4) Water Rights Attorney	***Special***

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:

(1) Preliminary Field Surveying (using Lidar/ provided by **Owner**)	***Provided by Owner***
(2) Data Collection	***Basic***
(3) Geographical Information System	***Basic***
(4) Hydrologic Analysis	***Basic***
(5) Hydraulic Analysis	***Basic***
(6) Flood Plain Mapping	***Basic***
(7) Water Treatment & Distribution	***Basic***
(8) Alternate Solutions /Recommendations for Final Design	***Basic.***
(9) Final Report – ***"Preliminary Engineering Report"***	***Basic***

(B) Final Design:

(1) Right-of-Way Data and ROW Map	***Special***
(2) Right of Way Acquisition Services	***Special***
(3) Design Field Surveying	***Special***
(4) Geotechnical Investigations and Reports	***Special***
(5) Permitting	***Basic***
(6) Channel / Drainage Design	***Basic***
(7) Roadway Design	***Basic***
(8) Bridge Design	***Basic***
(9) Plans, Specifications & Estimates	***Basic***

(C) Construction:

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b. Shop Drawing Review	***Basic***
c. Control of Materials & Equipment	***Special***
d. Change Orders	***Basic***
(4) Final Acceptance:	
a. Performance Testing	***Special***
b. As-Built Drawings	***Basic***

EXPANDED DESCRIPTIONS OF SERVICES. The expanded descriptions of the services to be provided by the Engineer are described on the following pages.

I. ENGINEERING MANAGEMENT (*EM*)

The following outline provides a summary for the ***basic*** and ***special services*** to be provided by the **Engineer** under services of this Agreement. The contractual services will be outlined in each Work Authorization as outlined in Article 7.

For these services, the **Engineer** shall manage the **Project Team,** consisting of various sub-providers, in the development of the **Project** as defined and more particularly described in **EXHIBIT "B1"** attached to this Agreement. The services will include the following:

(A) Preliminary Project Planning and Development. In general, this will include the ***management*** of the preliminary planning process and advance project development (APD) that is required for the **Project.** (A summary of specific requirements for ***engineering*** activities are outlined later in this exhibit.) The **Engineer** will identify, coordinate, and implement the ***management*** requirements for preliminary planning and advance **Project** development for the **Project.** Specific work activities to be provided by the **Engineer** will include:

(1) **Project Development Schedule.** The **Engineer** will prepare a **Project Development Schedule.** This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the **Engineer,** throughout **Project** development. It will be provided, as well as any updates, to the **Owner** and each **Project Team** member as a part of the **Work Plan** identified in (1). The schedule will identify all major milestones and **Project** deliverables. The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule.

(2) **Construction Estimate**. The **Engineer** shall prepare a preliminary estimate for the construction of the **Project**. The preliminary construction estimate shall be monitored, verified and updated throughout the course of **Project** development.

(3) **Quality Control / Quality Assurance (QC/QA) Program**. The **Engineer** shall develop a quality control and quality assurance program for the **Project** to ensure the **Project Team** is producing quality work for the **Project**.

(4) **Subcontract Administration**. The **Engineer** shall initiate, execute and monitor all subcontracts for the duration of the **Project**. The **Engineer** shall advise and/or provide recommendations to the **Owner**, as the **Project** progresses, should additional sub-providers be required. All subcontracting and assignment will be in accordance with Article 14.

(5) **Funding Sources**. If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the development and construction of the **Project** may be eligible for funding from outside sources. If approved by the **Owner** as ***Special Services***, the **Engineer**'s responsibilities regarding funding sources will include the following:

(a) **Liaison (Engineer)** will act as Corporate Sponsor for obtaining funding from potential

funding sources for the **Project**. The Corporate Sponsor will act as liaison for the **Owner** to applicable State and Federal resource agencies for possible funding assistance.

(b) The **Engineer** will identify and develop a list of possible funding sources for the **Project**.

(c) The **Engineer** will prepare all required applications to funding sources.

(6) **Capital Improvement Program (CIP)**. If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the **Engineer** will prepare a CIP based on a conceptual sequence of construction for the **Project** as identified in the final recommendations shown in the ***"Preliminary Engineering Report"*** developed by the **Engineer** under the preliminary engineering activities identified later in this exhibit. The primary focus will be to address the overall needs of the system, the funding availability, the identification of operational issues, the acquisition of right of way, and the prioritization of those needs and issues in a cost effective and efficient manner (conducive of funding availability). The CIP will be continuously monitored and updated by the **Engineer** throughout **Project** development.

(7) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the specific ***engineering*** work activities, tasks, special services for Environmental Document Preparation (if required by Federal agencies), Public Involvement, and Field/Reconn/Surveying and Photogrammetry (more particularly identified later in this exhibit under II - Preliminary Project Planning and Development).

(8) **Implement QC/QA Program**. The **Engineer** will monitor and perform the program developed to ensure the quality of the Environmental Document (if required by Federal agencies), public involvement procedures, and the products and data from field/recon/surveying and aerial photogrammetry, and their compliance with applicable standards and requirements.

(B) Preliminary Engineering. The **Engineer** will ultimately deliver the final recommendations for the design of the project in the ***"Preliminary Engineering Report"***. (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The **Engineer** shall ***manage*** and coordinate the activities of the **Project Team** in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of **Project** information and status to the **Owner** and **Project Team** throughout the development of the "***Preliminary Engineering Report***". Specific ***management*** tasks to be provided by the **Engineer** will include:

(1) **Preliminary Concept Conference**. The **Engineer** will coordinate and conduct a preliminary concept conference (PCC) with the **Owner**, and any other stakeholders approved by the **Owner**. At the PCC, the **Engineer** will outline the issues and aspects involved in the development of the ***"Preliminary Engineering Report"***, identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner**.

(2) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary Engineering Report"***, including Field Surveying, Data Collection, the development of a Geographical Information

System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (**Preliminary Engineering**)).

(3) **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***"Preliminary Engineering Report"***, and its compliance with standards of sound ***engineering*** principles and the agreed-upon design criteria established at the PCC.

(4) **Final Report:** ***"Preliminary Engineering Report"***. The **Engineer** will provide, to the **Owner**, five (5) bound, color copies of the ***"Preliminary Engineering Report"***, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimate.

(5) **Coordination with various agencies.** The development of the ***"Preliminary Engineering Report"*** may require documentation and/or coordination with various agencies. The **Engineer** will act as a liaison for the **Owner**, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

(C) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County permitting requirements, the **Engineer**, will coordinate the activities of the **Project Team** during the final design of the **Project** by developing and preparing all policies and procedures, managing the sub-providers activities and performance, and performing quality control and quality assurance for all design documents associated with the **Project**. One of the primary deliverables for the **Engineer** to provide the **Owner** is a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) ***"Design Policy & Procedures Manual"***. The **Owner** will provide a policy and procedures manual for final design to be used by the **Project Team** in the development of the **Project**. The purpose of this will be to set policy with regards to the approved design criteria, and to provide consistency in the development of the documents for design, plans, specifications and estimates. Once the manual has been provided by the **Owner** it will be distributed by the **Engineer** to each member of the **Project Team**. The **Owner** will be responsible for updating and maintaining the manual and distributing any revisions throughout **Project** development. Items to be identified in the ***"Design Policy & Procedures Manual"*** provided by the **Owner** will include, but not be limited to, the following:

(a) Project Description and Final Recommendations of the ***"Preliminary Engineering Report"***
(b) Environmental
(c) Correlation and Agreement with Other Agencies
(d) Application of Design Standards (City, County, State, AASHTO)
(e) Requirements for Preliminary Submittals
(f) Basic Design Criteria
(g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
(h) Formats for Supporting Documents

(i) CADD Standards
(j) Specifications

(2) **Design Concept Conference (DCC).** The **Engineer** shall coordinate and conduct a design concept conference with the **Owner** and **Project Team**. At the DCC, the **Engineer** will distribute the ***"Design Policy & Procedures Manual"*** provided by **Owner** and discuss the **Project** Development Schedule with the **Project Team**.

(3) **Management/Coordination of Engineering Activities.** The **Engineer** shall ***manage*** and coordinate the **Project Team** in the development of the documents for final design, including: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design**)).

(4) **Implement QC/QA Program.** The **Engineer** shall monitor and perform the QC/QA program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the ***engineering*** activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design Engineering**)). These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(D) Construction Management. The **Engineer** shall provide construction ***management*** services for each authorized construction contract of the **Project.** The **Engineer** shall also assist the **Owner** in the advertisement for construction bids, the opening and tabulation of the bids, provide a recommendation as to the proper action on all bid proposals received, and assist in the preparation of formal contract documents for the award of contracts. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) ***"Construction Management Policy & Procedures Manual"***. The **Owner** shall will provide a manual that outlines the policy and procedures for the ***management*** and administration of construction of the **Project.** The manual's information will include, but not be limited to, construction contract recordkeeping (daily reports, weekly reports, monthly progress reports, etc.), contractor payment, change order format and procedures, site inspection, scheduling, and final inspection.

(2) **Construction Bidding Documents.** The **Engineer** shall perform the following in preparation of the construction bidding documents:

(a) Upon completion of QC/QA, the **Engineer** shall furnish to the **Owner** all necessary copies of approved plans, specifications, **Engineer's** estimate, notices to bidders, and proposals for each authorized construction contract.

(b) The **Engineer** shall assist the **Owner** in advertising for each authorized construction contract for the **Project.**

(c) The **Engineer** shall assist the **Owner** in the opening and tabulation of bids for each authorized construction for the **Project,** and recommend to the **Owner** as to the proper action on all bid proposals received.

(d) The **Engineer** shall assist the **Owner** in the preparation of formal contract documents for the award of construction contracts.

(3) **Owner's Representative.** In general, the **Engineer** shall provide the ***management*** activities required for consultation and advisement to the **Owner** during construction, and act as the **Owner's** representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of the **Engineer** as assigned in the General Conditions of the Contract shall not be modified, except as the **Engineer** may otherwise agree in writing.

(4) **Defects and Deficiencies.** In providing the ***management and administration*** of the authorized construction contract, the **Engineer** shall use the **Engineer**'s best efforts to protect the **Owner** against defects and deficiencies in the work of the construction contractor, hereinafter called the **"Contractor"**. The **Engineer** does not guarantee the performance of the **Contractor;** however, the **Engineer** will promptly notify the **Owner** of any such defect or deficiency, and take all steps possible to require the **Contractor** to correct the defect or deficiency.

(5) **Progress Reports.** The **Engineer** will obtain the daily and weekly reports provided from the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit and prepare a monthly progress report, which outlines the construction progress in a form and manner satisfactory to the Owner.

(6) **Contractor Payment**. The **Engineer** shall obtain the measurements and calculated quantities prepared under the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit, and review and approve the monthly and final estimates for payments to the **Contractor** for those items of work accepted and conforming to the construction contract specifications. The **Engineer** will furnish to the **Owner** any necessary certifications as to payments to the **Contractor** and suppliers. *Note: The **Engineer** is not responsible for actual payments to the **Contractor.***

(7) **Project Site Management**. The **Engineer** will coordinate and monitor the **Project** site representation of the authorized construction contract by providing the following special services, if authorized by **Owner**:

Project Manager. The **Engineer** will provide visits by the ***Project Manager*** or a competent representative of the **Engineer** to the site of construction at least twice a month for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications. In the capacity of site inspection, the **Engineer** will issue instructions from the **Owner** to the **Contractor** and the ***Resident Engineering Representative***, issuing necessary interpretations and clarifications of construction contract documents, and make recommendations to the **Owner** as to the acceptability of the **Contractor**'s progress and work.

(8) **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program

developed to ensure the quality of the ***engineering*** services and documents associated with Field Surveying, Shop Drawings, Control of Materials & Equipment, Change Orders, Performance Testing, and As-Built Drawings, more particularly identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit. These services shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, Federal agencies for approval.

(9) **Change Orders**. When applicable, the **Engineer** will review and provide recommendations for all change orders developed under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the **Owner**. The **Engineer** will prepare, explain, and submit proposed change orders, when applicable.

(10) **Final Acceptance.** Following the completion of construction by the **Contractor**, the **Engineer** will provide the services required for the final inspection and recommendation for **Project** acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specifications. The **Engineer** will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the **Owner** one set of prints of the as-built drawings. *Note: Services to be provided by the **Engineer** for Items II and III primarily involve the **engineering** work tasks for the **Project.***

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

In general, this will include all ***engineering*** activities required for the **Advance Project Development**. Primarily, this will involve the research and coordination for the social, economic and environmental impacts, public involvement and preliminary field/reconn/surveying / aerial photography of the **Project.** A summary of the ***engineering*** activities to be provided by the **Engineer** are listed below. The actual contractual services will be identified in each work authorization as outlined in Article 7.

(1) **Environmental Document Preparation and Public Involvement** ***(if required by Federal/State agencies)***

(a) The **Engineer** shall prepare an environmental document in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations. The **Engineer** will prepare an environmental document in anticipation of a ***Finding of No Significant Impact (FONSI)***, as identified by the NEPA process. This document will include, at a minimum, the following:

(i) **project** description
(ii) need for **project**
(iii) alternatives considered
(iv) impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
(v) conclusion
(vi) **project** location map
(vii) preliminary structure and channel locations/layouts
(viii)scanned photographs

(b) The **Engineer** shall conduct and coordinate all public involvement in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations.

(c) The **Engineer** shall coordinate with all resource agencies, government entities, and private landowners involved or impacted in the development of the **Project.** This will include individual meetings, newsletters and notices, as required.

(d) The **Engineer** shall coordinate and conduct the following public meetings/hearings:

(i) Public Meetings – These meetings will be scheduled to present the **Project** concept, including preliminary layouts and requirements for the **Project,** for the purpose of obtaining preliminary public comment.

(ii) Public Hearing – After completion / preliminary approval of the environmental document and applicable approval to move the **Project** forward for further processing, a public hearing will be afforded and/or conducted to present the approved draft environmental document and the **Project** layout (schematic) for the purpose of obtaining final public comment.

(e) The **Engineer** shall develop a **Project** coordination and mailing list.

(f) The **Engineer** shall prepare required presentation materials (including handouts, agenda, and sign-in roster) and exhibits for public meetings and a public hearing.

(g) The **Engineer** shall prepare and submit a written document summarizing each proceeding: Public Meeting Reports and Public Hearing Report.

(2) **Field Surveying and Photogrammetry** ***(if not provided by Owner)***

(a) ***Right of Entry:*** It will be the responsibility of the **Engineer** to secure written permission to enter private property for purposes of reconn/survey, environmental and engineering investigations. The **Engineer** will, at times, contact the owner prior to any entry onto the owner's property. The property owner will be informed, by the **Engineer,** the name of the primary person of contact during each entry.

(b) For the purpose of schematic development, including a geographical information system of the **Project**, a base map background will be provided to the **Engineer** through the **Owner**.

(c) The **Owner** shall provide primary **Project** control for field surveying by establishing horizontal and vertical control points, and the **Engineer** shall establish secondary **Project** control to tie ground control to the State Plane Coordinate System.

(d) The Engineer shall obtain the following photogrammetric products:
(i) Contact Prints and Mosaics
(ii) Planimetric maps
(iii) Contour maps
(iv) Cross Sections
(v) Digital Terrain Model (DTM)

(3) **Water Resource Management Planning**

The Engineer shall provide water resources management planning to include identification of development opportunities, formulating alternative plans, evaluation and optimization of plans. Multiple users, multiple purposes, and multiple objectives must be considered in defining the development plans.

The Engineer shall provide Public Involvement that will be a critical role in the planning process. Economic, ecological, environmental, and social impacts of each alternative plan will be considered. An important and quantifiable criterion for plan evaluation is the economic benefits and costs a plan would entail were it implemented. The overall planning process will be based on a systematic planning approach.

(4) **Water Rights Attorney**

The Engineer shall provide and retain the services of an attorney registered with the State Bar or Texas with professional experience in Texas Law of Water Rights. The attorney retained will provide consultation on applicable State Law regarding water rights and other services as required by Hidalgo County Drainage District No. 1.

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

The services listed below to be provided by the **Engineer** are a summary of the services; the actual contractual services will be identified in each work authorization as outlined in Article 7 of the Agreement. The services shall be divided into three phases with ***engineering*** work activities, as follows:

(A) Preliminary Engineering. For this phase, the **Engineer** will ultimately deliver the ***"Preliminary Engineering Report".*** The ***"Preliminary Engineering Report"*** shall be based on the **Engineer**'s review and comments on the ***"Raymondville Drain Outfall Study"*** (to be provided by the **Owner**). Should the review and comments by the **Engineer** indicate deficiencies in the ***"Raymondville Drain Outfall Study",*** or in the **Turner, Collie and Braden, Inc. Engineer Report – "Flood Protection Plan"**, dated September 1997, corrections of such deficiencies shall be the responsibility of the **Owner**, or deemed by the **Owner** as additional work to be performed by the **Engineer** and compensated in accordance with Articles 8 and 9 of this Agreement. Subsequently, the **Engineer** will prepare the ***"Preliminary Engineering Report"*** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**; to include preliminary layouts, sketches, and cost estimates for the **Project**, and to set forth clearly the **Engineer**'s recommendations. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Preliminary Field Surveying**

(a) The **Engineer** shall establish benchmark identifications, if not already provided by the **Owner**.

(b) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flowline (upstream & downstream) elevations of structures.

(c) The **Engineer** shall obtain profiles of intersecting roadways that cross existing and proposed channels.

(d) The **Engineer** shall obtain flood plain and cross-sections (along with appropriate overbank data), and establish reach lengths, as required.

(2) **Data Collection**

(a) The **Engineer** shall perform site visits for field reconnaissance.

(b) The **Engineer** shall identify and obtain data to include, but not be limited to:

Previous Studies:

(i) Available previous hydraulic and/or engineering studies

(ii) Previous documentation and/or studies for Federal Emergency Management Agency (FEMA) floodway requirements.

Land Records:

(iii) Parcel mapping

(iv) Property assessment

(v) USGS topographic mapping

Property and Facility Management

(vi) Land acquisition and disposition
(vii) Building and property inventory
Land Use Planning and Zoning
(viii) General plan mapping
(vix) Zoning mapping
(x) Demographic mapping
(xi) Economic development
(xii) Linking to permitting systems
(xiii) Existing aerial photographs and/or mapping
Engineering
(xiv) Storm drain mapping
(xv) Subdivision mapping
(xvi) Street mapping
Public Safety
(xvii) Emergency preparedness plans
Environmental Assessment (if required by Federal/State agencies)
(xviii) Wetland mapping
(xix) National Pollution Discharge Elimination System (NPDES) permitting
(xx) Facility mapping
(xxi) Vegetation mapping
(xxii) Coastal zone management
Elections
(xxiii) District Boundary definition

(3) **Geographical Information System**

The **Engineer** shall develop a Geographical Information System (GIS) utilizing Environmental Systems Research Institute, Inc. (ESRI) ArcView with 3-D Analyst and GIS StreamPro, where appropriate to be compatible with the existing GIS being developed in the ***"Raymondville Drain Project"***. Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process for the development of the ***"Preliminary Engineering Report"***. ArcView will also be used to export data to the USACE Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will be used to develop the ***engineering*** models required for the hydraulic analysis of each lateral channel (and associated tributaries) and the plotting of the resultant floodplains. Specifically, ArcView will be used to export this data to HEC-RAS where it will be combined with the field surveyed channel data in order to construct full flood plain cross sections that reflect accurate channel and overbank data for the HEC-RAS models.

Note: During the performance of the following hydrologic / hydraulic analysis and the development of the alternate solutions and final recommendation, the **Engineer** will address and incorporate any findings of the environmental documentation process.

(4) **Hydrologic Analysis**

(a) The **Engineer** shall review and comment on the hydrologic analyses of portions of the Raymondville drainage watershed(s) that are located in Precinct No. 1 and No. 4.

(b) The **Engineer** shall review and comment on the comparison of peak flow rates, identified in the Raymondville drainage watershed(s) that are located in Precinct No. 1 and No. 4,

with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

(5) **Hydraulic Analysis**

(a) The **Engineer** shall review and comment on the hydraulic analysis for each existing and proposed structure location utilizing the HEC-RAS computer program; utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. Specific steps for the hydraulic analysis are outlined in tasks (b) through (g) below.

(b) The **Engineer** shall create the terrain Triangulated Irregular Network (TIN), if not provided by the **Owner**. This will be developed from a combination of field survey, aerial photogrammetry, and topographic mapping data in the development of a point table. With this point table, an event theme will be created in ArcView, which will create the terrain TIN with 3-D Analyst.

(c) The **Engineer** shall create 2-dimensional lines representing the channel centerline, high bank locations, flow path lines, and cross-section locations by locating the various and required poly lines over the terrain TIN develop the watershed layout over the base map

(d) The **Engineer** shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the terrain TIN and creating a 3-dimensional cross-section theme.

(e) For verification of measured elevations, the **Engineer** shall edit the HEC-RAS GIS import file by selectively replacing the points taken from the terrain TIN at the channel with actual channel points obtained by the field survey.

(f) The **Engineer** will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures within Precinct No. 1 and No. 4 facilities authorized in work authorizations as outlined in Article 7 of the Agreement, and compare the hydraulic results to the effective FIS and existing 100-year flood levels.

(g) After the HEC-RAS model is satisfactory and the output deemed acceptable, the **Engineer** shall apply the GIS export function to create the HEC-RAS export file in preparation for the flood plain mapping.

(6) **Flood Plain Mapping**

(a) Utilizing the HEC-RAS GIS export file, and ArcView GIS StreamPro, the **Engineer** shall map the floodplain over the terrain TIN.

(b) The **Engineer** shall compare the results by placing the resulting floodplain mapping over the existing Flood Insurance Rate Map (FIRM): scan the FIRM and bring into ArcView an image for this comparison.

(7) **Water Treatment & Distribution System**

The Engineer shall provide Preliminary Planning Design Phase Services for a Water Treatment Plant and Water Distribution System as per the items below:

III. Preliminary Engineering, Final Design & Construction (continued)

Preliminary Planning Phase:

(a) Water Distribution System: Engineering Feasibility Report
- (i) Determination of possible distribution routes and analysis of alternatives.
- (ii) Analysis of booster station(s), elevated storage, interconnects, outfalls, conveyance and analysis of alternatives for these items if needed.
- (iii) Recommendation of distribution routes and conveyance methods and facilities.
- (iv) Engineer's Onion of Estimated Costs

(b) Water Treatment Plant - Engineering Feasibility Report
- (i) Raw water analysis of analytical lab analysis of water available for treatment.
- (ii) Determination of treatment alternatives
- (iii) Analysis of treatment alternatives
- (iv) Recommendation of treatment methods
- (v) Engineer's Opinion of Estimated Costs
- (vi) TCEQ Assistance with application for treatment plant and authorization
- (vii) The Engineer shall provide TCEQ coordination and application for authorization of the Drainage District to supply treated water.
- (viii) Plant Pilot Study.
- (vix) The Engineer shall provide Raw water analytical samples to a TCEQ approved laboratory.
- (x) The Engineer shall provide and prepare an Environmental Information Document (EID) as per the Texas Water Development Board criteria. It's our understanding that some component of TWDB funding may be utilized for this project.

The Engineer shall provide Final Design Phase Services for a Water Treatment Plant and Water Distribution System as per the items below:

(8) Design

(a) Design of recommended water treatment plant for raw water use and potable water production. This includes:

- (i) raw water pump station and intake structure,
- (ii) raw water piping,
- (iii) raw water pumps and electrical components of raw water pump station,
- (iv) hydraulic profile of water treatment plant,
- (v) plant piping,
- (vi) Pretreatment
- (vii) controls and monitoring equipment, SCADA, and auxiliary controls,
- (viii) filtration and treatment vessels,
- (ix) sludge pumps,
- (x) clarifiers,
- (xi) disinfection equipment and monitoring equipment,
- (xii) clearwells,
- (xiii) treated water pumps (high service pumps),
- (xiv) sludge treatment and dewatering equipment, belt filters/sludge drying beds

(b) Design of Water Distribution System for treated Raw Water and Potable Water

This includes:
(i) Design of treated water pipe, sizes, and material types,
(ii) Air release valves,

(iii) Booster station, pumps and storage vessels if needed, elevated storage tanks (if needed),

(9) **Alternate Solutions and Recommendations**

(a) The **Engineer** shall prepare preliminary cost estimates for each alternate solution and final recommendation.

(b) The **Engineer** shall summarize each alternate solution in sufficient detail to indicate clearly the problems involved in order for the **Owner** to make the appropriate comparisons to the **Engineer**'s final recommendations and provide the approval for the final design of the **Project**.

(c) The **Engineer** shall provide a formal and clearly outlined recommendation regarding the final design of the **Project**.

(10) **Final Report**

The **Engineer** shall prepare five (5) bound, color copies of the final ***"Preliminary Engineering Report"***, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimates.

(B) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the **Engineer** will perform all required ***engineering*** activities to provide the **Owner** with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***engineering*** activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Right-of-Way Data (Special Services)**

The **Engineer** shall provide a right-of-way (ROW) map to the **Owner** that properly describes the ROW the **Owner** is to acquire. All procedures and tasks involved in the development of the ROW map will be in accordance with the **Owner**'s local operating procedures and the Texas Board of Professional Land Surveying Practices Act. Individual activities and/or requirements include:

(a) Abstracting – The **Engineer** shall perform a preliminary title search and determine ownership information.

(b) Surveying – The **Engineer** shall obtain the required survey data needed to establish existing and proposed right-of-way lines, channel centerline alignment, private property lines, county and/or city limits, and any topographic information not clearly indicated by the aerial photogrammetry.

(c) The **Engineer** shall prepare the ROW map.

(d) The **Engineer** shall prepare field note descriptions on 8-1/2 x 14" sheets, signed and sealed by a Registered Professional Land Surveyor, for each parcel of land to be acquired as shown on the ROW map.

(e) The **Engineer** shall prepare parcel plats for each parcel of land to be acquired as shown on the ROW map. All parcel plats will be prepared on 8-1/2" x 14" sheets and signed and sealed by a Registered Professional Land Surveyor.

(f) Any revisions required to the ROW map, and associated documents, shall be made by the **Engineer** promptly, and at no additional cost or expense to the **Owner**. The **Engineer** shall immediately furnish such revised right-of-way map, and associated documents, to the **Owner** at no additional cost or expense to the **Owner**.

(2) **Right Of Way Acquisitions**. - Project Administration

(a) Negotiation of Scope of Services for Work Authorization

i Acquisition Provider will visit project site with City personnel if necessary.

(b) Project Presence at Consultant Office Headquarters

(i) Full Project Office.

1. No Joint Use of City or TxDOT facilities
2. Open during normal City and State work hours
3. Personnel available to answer questions
4. Availability of Project Files
5. At least one office staff member is required to be a current commissioned notary public

(c) Overhead Cost

(i) Administrative costs.

(d) Communication

(i) Provide monthly progress reports with invoice.
(ii) Participate in project review meetings as determined by the City.
(iii) Prepare initial property owner contact list for use by the City in distribution of Acquisition Provider introduction letters.

(e) File Management

(i) Project and parcel files will be kept in the City's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the City office as they are generated or received by the Acquisition Provider, if necessary.
(ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
(iii) Maintain records of all payments including check number, amount and date paid, etc.
(iv) Provide copies of all incoming and outgoing correspondence as generated if requested by City at provider conference.
(v) Maintain copies of all correspondence and contacts with property owners.

(f) Negotiations, Tasks, and Fees

(i) Analyze appraisal and appraisal review reports and confirm the City's approval value prior to making offer for each parcel.

III. Preliminary Engineering, Final Design & Construction (continued)

(ii) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

(iii) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by City/TxDOT on applicable City/TxDOT forms.

(iv) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

(v) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.

(vi) Respond to property owner inquires verbally and in writing within two business days.

(vii) Prepare a separate negotiator contact report for each parcel per contact.

(viii) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

(vix) Advise property owner on the Administrative Settlement process. Transmit to City any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with City/TxDOT policy and procedures.

(x) Prepare final offer letter, documents of conveyance as necessary.

(xi) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

(xii) Meet at the Consultants ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

(xiii) Provide a monthly progress report per parcel by the 25th of the month with invoice.

(xiiii) The consultant shall, as part of this proposal, estimate 10% of the 55 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the City Attorney.

(g) After the hearing is set, the City Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If It is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

(h) Once the notices have been served, the City Attorney shall file the original notices with the court and send copies stamped "copy" to Consultant's ROW Office.

(i) The City's Attorney shall send a reminder letter 2-3 weeks in advance to the City Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

(j) Post Hearing Support (by City Attorney)

(k) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to the Hidalgo County clerk's office.

(l) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

(m) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

(n) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the City, 1 certified copy to Consultant with the Commitment to request the warrant in the amount of the Special Commissioners Award.

(o) Send the Commitment and the Award to City, along with individual special commissioner's billing requesting the payment for their fees.

(p) File City warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date fo the deposit. The Date of Deposit is the Date of Take.

(q) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.

(r) Send written notices of the date of deposit to the City Administration office and al interested parties.

(s) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witness as requested.

(t) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the City Attorney's office for his further handling in accordance to the Eminent Domain process by the City.

(3) **Design Field Surveying (Special Services)**
The **Engineer** shall perform field surveys and provide field layouts and/or information necessary to collect information required in the final design of the **Project**. This may include, but not be limited to, additional channel sections for the determination of final earthwork, roadway cross sections and profiles for intersecting roadways, soil bore staking, and right-of-way staking.

(4) **Geotechnical Investigations (Special Services)**
The **Engineer** shall perform geotechnical investigations and testing for the purpose of foundation studies and design for any pavement, retaining walls, bridges, and/or miscellaneous structures that may be required for final design.

(5) **Permitting**
The **Engineer** shall furnish the necessary ***engineering*** data required to apply for regulatory permits from local, State, or Federal authorities.

(6) **Channel/Drainage Design**
The **Engineer** shall perform channel / drainage design for the proposed improvements to existing channels and/or facilities, as well as the proposed channels of the **Project**. The design of drainage improvements shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(7) **Roadway Design**
The **Engineer** shall perform roadway design for any intersecting roadway approaches to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these roadways shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of the associated roadway. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(8) **Bridge Design**

(a) The **Engineer** shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these bridges shall conform to the **Project** design criteria required by the **Owner** (City, County, or State), of the associated bridge structure and/or roadway, and the

requirements set forth by the American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges". These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) Prior to performing structural detailing, the **Engineer** shall provide a bridge layout to the governing entity of the associated bridge structure and/or roadway for approval. Each bridge layout will include the required information set forth by the governing entity.

(9) **Plans, Specifications & Estimates (PS&E)**

(a) The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner**. These documents shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) All final plan sheets shall be developed, by the **Engineer**, on 11" x 17" reproducible, 4 mil, double-matte, white, opaque film.

(c) Graphics files shall be developed by the **Engineer** in Microstation design file format, and must plot consistent with the reproducible plots submitted.

(d) **Plan Sheets.** Plan sheets developed by the **Engineer** shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project**.)

(e) **Specifications.** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the **Engineer**, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

(f) **Estimates.** The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

(C) Construction Phase Services. The **Engineer** shall provide ***engineering*** services for each authorized construction contract of the **Project**. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Construction Bidding**

The **Engineer** shall prepare the documents for all necessary copies of approved plans,

specifications, notices to bidders, and proposals.

Note: Services for assistance in advertising for each authorized construction contract for the **Project**, opening and tabulation of bids, recommendations to the **Owner** as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract will be performed by the **Engineer**.

(2) **Project Site Representation**

(a) In general, the **Engineer** shall provide the ***engineering support and data*** required for consultation and advisement to the **Owner**, and to protect the **Owner** against defects and deficiencies in the work of the **Contractor**.

(b) **Daily and Weekly Reports.** The **Engineer** shall provide the ***engineering support and data*** required to monitor the **Contractor**'s progress with daily and weekly reports as outlined in the ***"Construction Management Policy & Procedures Manual"*** developed and more particularly identified under I – Engineering Management in this exhibit. This information will be utilized for the development of the ***monthly progress report*** to be provided to the **Owner** as identified under I – Engineering Management in this exhibit.

(c) **Contractor Payment.** The **Engineer** shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the **Contractor** as identified and performed under I – Engineering Management in this Exhibit. *Note:* The **Engineer** is not responsible for actual payments to the **Contractor**.

(d) The **Engineer** will provide **Project** site representation of the authorized construction contract as follows:

(i) **Project Engineer.** The **Engineer** will provide visits by the ***Project Engineer*** or a competent representative of the **Engineer** to the site of construction at least three times each week for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications.

(ii) **Resident Engineer.** If authorized by the **Owner**, the **Engineer** will furnish the services of a ***Resident Engineer*** and/or construction representative(s) for continuous on-the-site representation.

(3) **Miscellaneous Technical Activities**

(a) **Construction Field Surveying.** The **Engineer** shall perform all field surveys and field layouts, including construction staking and right-of-way staking.

(b) **Shop Drawings.** The **Engineer** shall review and check all shop or working drawings furnished by the **Contractor**.

(c) **Control of Materials & Equipment.** The **Engineer** shall provide inspection of all materials and equipment furnished/used by the **Contractor** as follows:

(i) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

(ii) Observe and/or perform **Project** record testing and/or independent assurance testing as outlined in the construction contract specifications.

(d) **Change Orders.** When applicable, the **Engineer** will prepare the ***engineering*** data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the **Owner**.

(4) **Final Acceptance**

(a) **Performance Testing.** Following the completion of construction by the **Contractor**, the **Engineer** shall provide the ***engineering*** support and data required for the initial operation of the **Project**. This will include inspection for conformance and recordkeeping for the necessary performance tests required by the construction contract specifications. The **Engineer** will provide this inspection with either the ***Project Engineer*** or ***Resident Engineer***, as directed by the **Owner**.

(b) **As-Built Drawings.** The **Engineer** shall develop as-built drawings to show the work as actually constructed.

EXHIBIT D

Supplemental Agreement
No. 4 to Work Authorization
No. 1
Contract No. C-10-062-02-16

J - 09 - 00 (8 Miles)

Estimated Construction Cost	$9,400,000
Basic Services:	
Item #1 - Revisions to H&H	*$33,552.36*
Item #2 - Revisions to PS&E	*$32,856.48*
Item #3 – Irrigation Line Relocation Design	*$27,836.68*
Total Basic Services this SA#4 to WA#1	**$ 94,245.52**
Additional Special Services:	
Item #4 – Construction Staking	*$31,447.50*
Item #5 – Construction Management & Inspection	*$43,843.60*
Item #6 – Revisions ROW Parcels Donated 4 Parcels @ $3,500/ea.	*$14,000.00*
Item #7 – ROW Acquisition & Negotiations	$109,200.00
Total Additional Special Services SA#4 to WA#1	**$198,491.10**
Total SA #4 to WA#1 Lump Sum Amount	**$292,736.62**

EXHIBIT "D" (Backup)

Supplemental Agreement #4 to Work Authorization #1

Contract No. C-10-062-02-16

ITEM #1 - Revisions to Hydrologic & Hydraulics

Job Description	Hours	Rate	Total
Senior Project Manager	36	$243.43	$8,763.48
Project Engineer	48	$148.76	$7,140.48
Designer	60	$112.06	$6,723.60
CADD Technician	120	$91.04	$10,924.80
		Labor Subtotal	**$33,552.36**
		Total Lump Sum Cost Item #1	**$33,552.36**

ITEM #2 - Revisions to PS&E

Job Description	Hours	Rate	Total
Senior Project Manager	24	$243.43	$5,842.32
Project Engineer	36	$148.76	$5,355.36
Designer	40	$112.06	$4,482.40
CADD Technician	160	$91.04	$14,566.40
		Labor Subtotal	**$30,246.48**
DIRECT COSTS	**Qty.**	**Rate**	**Total**
Mylar Plot	180	$2.50	$450.00
Bond Plot	2160	$1.00	$2,160.00
		Reproduction Total	**$2,610.00**
		Total Lump Sum Cost Item #2	**$32,856.48**

ITEM #3 - Irrigation Line Relocation Design

Job Description	Hours	Rate	Total
Senior Project Manager	20	$243.43	$4,868.60
Project Engineer	48	$148.76	$7,140.48
Engineering Designer	60	$112.06	$6,723.60
CADD Technician	100	$91.04	$9,104.00
		Total Lump Sum Cost Item #3	**$27,836.68**

Item #4 - Construction Staking *(Special Services)*

Job Description	Hours	Rate	Total
3-Man Survey Crew	120	$157.50	$18,900.00
RPLS	30	$152.25	$4,567.50
Survey Technician	80	$99.75	$7,980.00

Field Staking Subtotal	**$31,447.50**

Iem #5 - Construction Management & Inspection ***(Special Services)***

Job Description	Hours	Rate	Total
Project Engineer/Resident Engineer	60	$148.76	$8,925.60
Engineering Designer/Inspector	300	$112.06	$33,618.00
Construction Management/ Inspection Subtotal			**$42,543.60**

DIRECT COSTS	Qty.	Rate	Total
Mileage	2000	$0.55	$800.00
Reproduction			$500.00
Subtotal Direct Cost			**$1,300.00**
Total Lump Sum Cost Item #5			**$43,843.60**

Item # 6 - Revisions to Parcel Maps and Metes & Bounds ***(Special Services)***

Job Description	Parcels	Rate/ Parcel	Total
Revisions to Parcel Maps and M&B	4	$1,750.00	$7,000.00
Revisions to Parcels Subtotal			**$7,000.00**

DIRECT COSTS	Qty.	Rate	Total
Mileage	2000	$0.55	$800.00
GPS	11.5	$500.00	$5,700.00
Reproduction			$500.00
Subtotal Direct Cost			**$7,000.00**
Total Lump Sum Cost Item #6			**$14,000.00**

Item # 7 - ROW Acquisition & Negotiations ***(Special Services)***

Job Description	Parcels	Rate	Total
Acquisition & Negotiations	21	$5,200.00	$109,200.00
ROW Acquisition & Negotiations Subtotal			**$109,200.00**

Total Basic Services Cost	=	**$94,245.52**
Total Special Services Cost	=	**$198,491.10**
Total Lump Sum Costs for SA #4 to WA #1		**$292,736.62**

AI-37587 **Purchasing Department 19. A. 4.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Information purposes only to Hidalgo County Commissioners Court (including Board of Directors of Hidalgo County Drainage District #1) and pursuant to TX LOC 116 Depository and Sub-Depository Notification of Acceptance Date for "Bank Depository Application(s)" on this date/today: March 12, 2013 at 10:00 a.m as authorized for advertising by CC - 1-22-2013 (AI#35757) and thereafter by Addendum #3 presented /approved to/by CC on (March 05, 2013 - AI #37307).

b. List of submitted Bank Applications:

1.	5.
2.	6.
3.	7.
4.	8.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary/ fiscal impact.

Attachments

Minutes AI #35757

AI#37307

Publication Notice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/08/2013 04:05 PM
Budget & Management	Obdett Calzada	03/08/2013 04:18 PM
Rosalinda Cantu	Rosie Cantu	03/08/2013 05:17 PM
Auditor's Office	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Yolanda Velasquez Started On: 03/08/2013 03:24 PM

Final Approval Date: 03/08/2013

REGULAR MEETING - JANUARY 22, 2013

MBERED, that on this 22nd day of January A.D., 2013, there was begun and LAR MEETING of the Honorable Commissioners' Court of Hidalgo County, in the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C.CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
January 22, 2013
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held at the 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

All members of the Court were counted present.

2. Pledge of Allegiance

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer

Virginia Townsend led the Court and Audience in Prayer.

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda.

5. Open Forum

-Virginia Townsend requested the Court to change the meeting times, disagreed with the various increases in departments, expressed concerns/clarifications with the vendor Dannenbaum.
-Fern McClaugherty expressed concerns on setting of salaries for various positions and Step & Grade.
-Opal Billman expressed concerns with fraud pertaining to her property and her false imprisonment.

6. Budget & Management - Sergio Cruz:

A. Discussion, consideration, and possible action on proposed policy restricting salary schedule changes after budget adoption proceedings.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval with the exception of the District Attorney's Office Professional Personnel and other departments that the Court does not set their Budget, subject to legal review.

Vote: 5 - 0 - Unanimously

b. Approval of salary schedule(s).

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote to approve items 22.B.3.a.1-6 & b.

Vote: 5 - 0 - Unanimously

23. **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

NO ACTION taken on items 23.A.1 & 2.a, b & c.

3. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a) (6) any land or right-of-way;

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve the exemption.
Vote: 4 - 0 - Unanimously

a. Approval to enter into a lease agreement (subject to legal's final review) between Hidalgo County and Joe E. Garcia for the purpose of housing the "Lease of Office Space in the City of Edinburg to House the 430th District

Court and/or Other County Offices" in a building located at 323 West Cano, Edinburg, Texas for an initial term of (2) two years with the County's sole option to renew and extend two (2) additional one (1) year terms; or in the alternative and not recommended for action by Purchasing;

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval in the amount of $1.20 per square foot, with approval subject to Exhibits A & D.

Vote: 4 - 0 - Unanimously

b. Requesting authority to exercise the second (2nd) & final one (1) year extension (as provided in the current lease agreement) for the "Lease of Office Space in the City of Edinburg to House the 430th District Court and/or Other County Offices" (under the same rates, terms and conditions) with the Honorable Joe E. Garcia in connection to Lease Agreement# E-12-063-01-24 (C-10-346-01-25), effective, February 01, 2013;

NO ACTION taken on this item.

4. Presentation for discussion, consideration and approvals in connection with: Bank Depository and/or Remittance Processing (Lockbox) Agreement including but not limited to, the following:

a. Authority to Advertise Bank Depository and/or Remittance Processing (Lockbox) Agreement pursuant to Texas Local Government Code, Chapter 116 (Vernon 1988 and Supp. 1999), "Depositories for County Public Funds" (copies of Chapter 116 and proposed ad copy attached hereto);

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote : 3- 0 - Unanimously

b. Approval of the proposed advertising dates for Bank Depository and/or Remittance Processing (Lockbox) Agreement Specifications Packets subject to legal review and therefore the publication dates proposed are:
1. January 26, February 02 and February 09 with acceptance date for bank of applications/proposals/bids at CC Agenda Meeting of February 26, 2013; or,

NO ACTION taken on this item.

2. February 02nd, 09th and 16th with acceptance date for bank of applications/proposals/bids at CC Agenda Meeting of March 05, 2013 pursuant to 116.

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded

byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 3- 0 - Unanimously

c. Appointment or designation of "Evaluation Committee" to score and evaluate Bank Depository & Remittance-Processing (Lockbox) Bank Applications filed with the Court;

Notes:

1. Historically Hidalgo County Investment Committee (comprised of the County Treasurer, County Judge, & Budget Officer) including Purchasing Department, and County Tax Assessor as consultant to Evaluation Committee:

2. In recent past County Judge has chosen not to participate in Evaluation Committee inasmuch as a member of Commissioner Court which will select and award;

a. __ _____ _____
b. _____ _____ _____
c. _____
d. _____
e. _____

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote of approval to appoint the Budget Officer, Treasurer and County Judge to the Evaluation Committee to score and evaluate, and to include Valde Guerra, Executive Officer; the Tax Office and Purchasing Department as consultants.

Vote: 3 - 0 - Unanimously

5. a. Acceptance and approval to utilize through the Department Of Information Resources (DIR) Contract #DIR-TEX-AN-NG-CTSA-005 between State Of Texas, acting by and through the Department Of Information Resources and AT&T Corporation thus allowing Hidalgo County to utilize services offered under this contract; and,

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote : 3- 0 - Unanimously

b. Acceptance and approval of IT Department's request to migrate the County's existing T-1 Circuit Lines billing service by AT&T to the new DIR-TEX-AN-NG-CTSA-005 allowing the billing services to be provided by DIR to the County at contract rates which serves to the County's best interest.

APPROVED

AI-37307 **Purchasing Department 20. A. 3.**

CC REGULAR

Meeting Date: 03/05/2013

Submitted For: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to TX. LOC 262.026 "Opening of Bids"- ratification of Addendum #3 issued by Martha Salazar for extension of acceptance of Applications for Bank Depository and/or Remittance Processing (Lockbox) and/or Other Services (i.e. Trust Account Services) for Hidalgo County and Drainage District #1 from acceptance date of March 05, 2013 to March 12, 2013; inasmuch as required extension due to pending response/clarification/review by Legal and thus allowing County to respond to participants inquiry.

BACKGROUND

Attachments

Texas Local Government Code 262

Participation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2013 04:26 PM
Budget & Management	Merlen P. Munoz	03/01/2013 04:34 PM
Ivan Cantu	Ivan Cantu	03/01/2013 05:03 PM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM

Form Started By: Yolanda Velasquez Started On: 02/26/2013 11:10 AM

Final Approval Date: 03/01/2013

NOTICE

HIDALGO COUNTY COMMISSIONERS' COURT
INTENDS TO MAKE A DEPOSITORY CONTRACT AND/OR REMITTANCE PROCESSING (LOCKBOX) AND OTHER SERVICES (i.e. TRUST ACCOUNT SERVICES)

NOTICE: The selection of County Depositories and the terms of depository contracts are governed by Tex. Loc. Gov't. Code Ann., Chapter 116 (Vernon 1988 and Supp. 1999).
The terms of the Depository Agreement with the County Of Hidalgo may also be utilized by Hidalgo County Drainage District No. 1 except as such provisions may differ in accordance with Texas Water Code Chapters 49 & 56 and more specifically detailed in Application Packet.

APPLICATIONS may be obtained by calling the Office of the County Judge (956) 318-2600 or the Hidalgo County Purchasing Department (956) 318-2626, requested via email to: yolanda.velasquez@co.hidalgo.tx.us, or may be picked up at the Hidalgo County New Administration Building-Purchasing Department, 2802 South Business Highway 281, Edinburg, Texas.

IMPORTANT RELEASE DATE: APPLICATION PACKETS WILL BE RELEASED ON TUESDAY, FEBRUARY 05, 2013 AT 11:00 A.M.

SEALED APPLICATIONS for **APPLICATION NO: 2013-016-03-05-YZV-"BANK DEPOSITORY AND/OR REMITTANCE PROCESSING (LOCKBOX) AND OTHER SERVICES (i.e.. TRUST ACCOUNT SERVICES)"** must be properly addressed and delivered to **Ramon Garcia,** Hidalgo County Judge, in the Hidalgo County **Commissioners' Court Meeting held at: City of Edinburg Council Chambers - 415 West University Drive, Edinburg, TX**. **APPLICATIONS will be accepted until 10:00 a.m. on Tuesday, March 05, 2013** at which time they will be filed, announced and be made part of the minutes of Hidalgo County Commissioners' Court proceedings. Thereafter all APPLICATIONS filed, announced and made part of the minutes of Hidalgo County Commissioners' Court proceedings will be considered, evaluated and selected pursuant to Tex. Loc. Gov't Code, Ann.,Chapter 116.024.

One (1) original and ten (10) copies of the Application are required with the proper notation clearly written on the lower left hand corner of the envelope/package. **"APPLICATION NO: 2013-016-03-05-YZV "BANK DEPOSITORY AND/OR REMITTANCE PROCESSING (LOCKBOX) AND OTHER SERVICES (i.e..TRUST ACCOUNT SERVICES)".**

NOTE: COMPLIANCE WITH TIMELY SUBMISSION (10:00 A.M.) OF DEPOSITORY CONTRACT AND/OR REMITTANCE PROCESSING (LOCKBOX) AND OTHER SERVICES WILL BE DETERMINED BY THE TIME AS REFLECTED ON LAP-TOP OF AGENDA COURT ADMINISTRATOR, MONICA BADILLO, HIDALGO COUNTY EXECUTIVE OFFICE.

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED FOR FILING. ANY APPLICATIONS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF THE EXPRESS ENVELOPE/PACKAGE WITH REFERENCE TO: APPLICATION NO: 2013-016-03-05-YZV-"BANK DEPOSITORY AND/OR REMITTANCE PROCESSING (LOCKBOX) AND OTHER SERVICES (i.e.. TRUST ACCOUNT SERVICES)".

THE COUNTY AND THE DRAINAGE DISTRICT NO. 1 reserves the right to refuse and reject any/all applications and to waive any/all formalities or technicalities, or to accept the application considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONER'S COURT on this the 22nd day of JANUARY. 2013 AND BOARD OF DIRECTORS OF HIDALGO COUNTY, TEXAS, on this the 22ND day of JANUARY, 2013.

RAMON GARCIA
HIDALGO COUNTY JUDGE
REPORT ROAD HAZARDS @ 1-866-HRC-SAFE OR 1-866-427-7233

AI-37535 **Purchasing Department 19. B. 1.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Hon. Hector **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering service providers for Thomas Road (Jackson-Stuart Project) located in Pct No. 2;

Evaluator	R. Gutierrez Engineering, Inc	SAM Engineering Inc.,	Cruz-Hogan Consultants
Evaluator 1	96	92	91
Ranking			

c. Authority for the Purchasing Department to negotiate a professional architectural services contract with the No. 1 ranked firm of _____ for the provision of professional engineering services for Thomas Road (Jackson-Stuart Project) Pct No. 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1315-431-00-122-085-0-731

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

BUDGETARY IMPACT:

Attachments

grid

email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/08/2013 03:25 PM
Budget & Management	Obdett Calzada	03/08/2013 03:30 PM
Roland Garcia	Rolando Garcia	03/08/2013 04:09 PM
Auditor's Office	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Nielda Cavazos Started On: 03/07/2013 03:53 PM

Final Approval Date: 03/08/2013

HIDALGO COUNTY PRECINCT NO 2

FOR

Engineering Services

Thomas Rd. (Jackson-Stewart) project

Scoring & Evaluation GRID

Engineering Services

Total Scores	R. Gutierrez Engineering Corp.	SAMES Engineering	Cruz –Hogan Consultants
Evaluator 1	96	92	91
RANKING			

*Scoring & Evaluation was completed by Pct No 2 *

Zimbra **angela.garcia@co.hidalgo.tx.us**

Re: Regular AI-37535 - Purchasing for Precinct 2

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Mon, Mar 11, 2013 10:46 AM

Subject : Re: Regular AI-37535 - Purchasing for Precinct 2

To : Linda Fong <linda.fong@auditor.co.hidalgo.tx.us>, Angela Garcia <angela.garcia@co.hidalgo.tx.us>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Cc : nielda cavazos <nielda.cavazos@co.hidalgo.tx.us>, Leticia Chavez <letty.chavez@auditor.co.hidalgo.tx.us>, merlen munoz <merlen.munoz@co.hidalgo.tx.us>

Ladies:
Since the other two items do contain the engineering word, I will announce into the record, the correct professional service as engineering and not architectural. I will ask Ms. Angela or Ms. Monica to attach this email to AI.
Thanks,
Marty S.

From: "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>
To: "nielda cavazos" <nielda.cavazos@co.hidalgo.tx.us>
Cc: "Leticia Chavez" <letty.chavez@auditor.co.hidalgo.tx.us>, "merlen munoz" <merlen.munoz@co.hidalgo.tx.us>, "Martha L. Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Saturday, March 9, 2013 11:55:14 AM
Subject: Regular AI-37535 - Purchasing for Precinct 2

There is a typo on item c of the agenda item. Item c makes reference to “architectural services” instead of engineering services.

Linda Fong
First Assistant Auditor
Hidalgo County Auditor’s Office

AI-37557 **Purchasing Department** **19. B. 2.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to award the best valued proposal from job order contractor, Herrera & Hunt (awarded JOC through HCDE-Choice Facility Partners) in the amount of $65,469.08 for the installation of "Parking Lights to Parking Lot/Street in Lopezville Baseball Park Project located in Pct. #2 as reviewed and approved by project engineer, Raul Sesin, PE - #2013-099-OGG.

BACKGROUND

Proposed improvements will create a safer environment to all residents within the area of Lopezville Baseball Park.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-452-00-122-054-0-739

FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Attachments

agenda backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/08/2013 03:45 PM
Budget & Management	Obdett Calzada	03/08/2013 03:53 PM
Roland Garcia	Rolando Garcia	03/08/2013 05:07 PM
Auditor's Office	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Oscar Garza Started On: 03/08/2013 10:24 AM

Final Approval Date: 03/08/2013

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516

CHOICE FACILITY PARTNERS

DELIVERY ORDER REQUEST

Client: HIDALGO COUNTY **Date:** 2/20/2013

Project: Lopezville Ball Park Parking/Street Lights

Location: San Juan, TX

Project Summary: Install parking lot/street lights.

National averages based on quantity and unit prices from RS Means			$ 96,258.26
City Cost Index - McAllen, TX	0.759		$ 73,060.02
Competitive Bid Coefficient	0.87	X	
Choice Facilities			$ 63,562.22
Site Travel Factor	1.25	X	
>150 miles return			$
Delivery Order Size Factor			
$3 to $50,000	1.10		
$50,000 to $500,000	1.00	X	
$500,000+	0.98		
			$
Annual Volume Discount Factors (12 month)			
>$1,500,000	0.98	X	
			$
Permits & Fees	2%		$
			$
Architectural & Engineering Fees	____%		$
			$
	Sub Total		63,562.22
Payment & Performance Bond	3.0%		$
			$ 1,906.87
	Delivery Order Request Quote		$ 65,469.08

Gilbert Herrera 2/20/13

Gilbert Herrera Date

Herrera & Hunt, Inc. - Choice Facilities Partners Contract # 09-040JC-07

Hidalgo County
Lopezville Ball Park
San Juan, TX
Date: 20-Feb-13

HC-Lopezville Street Lights
Year 2013
Unit Summary Report

Prepared By:
Gilbert Herrera
Herrera and Hunt Inc

Division	Description		Total
Division 01	General Requirements		$5,338.96
Division 26	Electrical		$63,646.50
Division 31	Earthwork		$27,272.80
Subtotal			$96,258.26
General Contractor's Markup on Subs		0.00%	$0.00
Subtotal			$96,258.26
General Conditions		0.00%	$0.00
Subtotal			$96,258.26
General Contractor's Overhead and Profit		0.00%	$0.00
Grand Total			$96,258.26

Hidalgo County
Lopezville Ball Park
San Juan, TX
Date: 20-Feb-13

HC-Lopezville Street Lights
Year 2013
Unit Detail Report

Prepared By:
Gilbert Herrera
Herrera and Hunt Inc

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
015433602560	Rent crane truck mounted, hydraulic, 40 ton capacity, Incl. Hourly Oper. Cost.	4.00	Day	$1,334.74	$5,338.96
Division 01 General Requirements Subtotal					**$5,338.96**
Division 26 Electrical					
260519901250	Wire, copper, stranded, 600 volt, #10, type THWN-THHN, in raceway	20.00	C.L.F.	$81.50	$1,630.00
260519901300	Wire, copper, stranded, 600 volt, #8, type THWN-THHN, in raceway	20.00	C.L.F.	$109.00	$2,180.00
260533139120	PVC conduit, schedule 40, 1" diameter, to 15' H, incl terminations, fittings, & support	2,000.00	L.F.	$6.74	$13,480.00
260923100300	Lighting devices, photoelectric control, S.P.S.T., 208 V/277 V	29.00	Ea.	$95.00	$2,755.00
262416202610	Circuit breakers, plug-in, 2 pole, 277/480 V, 60 amp, panel or load center	4.00	Ea.	$227.00	$908.00
262416303470	Panelboards, 3 pole 4 wire, main circuit breaker, 277/480 V, 225 amp	1.00	Ea.	$2,625.00	$2,625.00
265613103800	Light poles, aluminum, bracket arms, 1 arm, excl concrete bases	9.00	Ea.	$198.50	$1,786.50
265613104000	Light poles, aluminum, bracket arms, 2 arm, excl concrete bases	4.00	Ea.	$330.50	$1,322.00
265613104400	Light poles, aluminum, bracket arms, 4 arm, excl concrete bases	3.00	Ea.	$628.00	$1,884.00
265619550190	Roadway area luminaire, LED fixture, high power, replaces high pressure sodium 250 watt, incl lamp	9.00	Ea.	$2,024.00	$18,216.00
265636202400	Floodlights, exterior, high pressure sodium, 400 Watt, incl ballast and lamp, excl pole	8.00	Ea.	$654.00	$5,232.00
265636202600	Floodlights, exterior, high pressure sodium, 1000 watt, incl ballast and lamp, excl pole	12.00	Ea.	$969.00	$11,628.00
Division 26 Electrical Subtotal					**$63,646.50**
Division 31 Earthwork					
312316142150	Excavating, chain trencher, utility trench, common earth, 40 H.P., 6" wide, 24" deep, operator riding, includes backfill	2,000.00	L.F.	$0.86	$1,720.00
316213233500	Prestressed concrete piles, octagonal, 40' long, 14" thick, priced using 200 piles, excludes pile caps or mobilization	480.00	V.L.F.	$47.31	$22,708.80

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
316326130110	Fixed end caisson piles, open style in stable ground, to 50' deep, 18" diameter, 0.065 C.Y./L.F., machine drilled, includes excavation, concrete, 50 lb. reinforcing/C.Y., excludes mobilization, boulder removal, disposal, casings or ground water	90.00	V.L.F.	$31.60	3285.00 $2,844.00
Division 31 Earthwork Subtotal					**$27,272.80**

AI-37552 **Purchasing Department** **19. B. 3.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Clarification of AI-34722 approved on 10/30/2012 to reflect the revised corrected amount, from $15,878.55 to $15,361.03 due to mathematical error on original request for Curb & Gutter improvements to Rodriquez Street in Lopezville Pct. #2 area through awarded contractor Herrera & Hunt (awarded JOC through HDDE-Choice Facility Partners).

b. Approval of Certificate of Substantial Completion and Change Request for quantitative decrease and adjustments of linear ft.

BACKGROUND

At the audiors request the following changes are required in order to clarify the appropriate amounts for processing of final payment for proposed project.

Fiscal Impact

FISCAL YEAR: 12 **ACCT. #:** 2-1200-431-00-122-067-0-731

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

BUDGETARY IMPACT:

JE#26681 shows Payment #1 for $14,619.99 to Herrera & Hunt for YR 12 Expenditure.

Attachments

original pay app

revised pay app #1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/08/2013 03:43 PM
Budget & Management	Obdett Calzada	03/08/2013 03:53 PM
Roland Garcia	Rolando Garcia	03/08/2013 04:45 PM
Auditor's Office	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Oscar Garza Started On: 03/08/2013 09:55 AM

Final Approval Date: 03/08/2013

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516

CHOICE FACILITY PARTNERS

DELIVERY ORDER REQUEST

Client: HIDALGO COUNTY **Date:** 10/11/2012

Project: Rodriguez St - Curb & Gutter

Location: Pharr, TX

REVIEWED
By Oscar Garza at 11:44 am, Oct 12, 2012

Project Summary: Install curb & gutter on Rodriguez Street - Pharr, TX

National averages based on quantity and units prices from RS Means			$ 23,699.80
City Cost Index	0.74.5	X	
			$ 17,893.35
Competitive Bid Coefficient	0.87	X	
Choice Facilities			$ 15,567.21
Site Travel Factor	1.25	X	
>150 miles return			$
Delivery Order Size Factor			
$3 to $50,000	1.10		
$50,000 to $500,000	1.00	X	
$500,000+	0.98		
			$
Annual Volume Discount Factors (12 month)			
>$1,500,000	0.98	X	
			$
Project Allowances - see attached			
			$
Permits & Fees	2%		$
			$ 311.34
Architectural & Engineering Fees	____%		$
			$
Performance & Payment Bond	1%		$
			$
		Delivery Order Request Quote	$ 15,878.55

Gilbert Herrera — 10/12/12
Gilbert Herrera — Date
Herrera & Hunt, Inc.

Cost Estimate Report
CostWorks
RSMeans

Unit Summary Report

Edinburg,
Texas, 78539
Year 2012 Quarter 3

Date: 12-Oct-12

Pricint 2 Drainage Project

Prepared By:
Domingo Pequeno
Herrera and Hunt Inc

Division Description		Total
Division 01 General Requirements		$2,775.00
Division 32 Exterior Improvements		$20,924.80
Subtotal		$23,699.80
General Contractor's Markup on Subs	0.00%	$0.00
Subtotal		$23,699.80
General Conditions	0.00%	$0.00
Subtotal		$23,699.80
General Contractor's Overhead and Profit	0.00%	$0.00
Grand Total		$23,699.80

Cost Estimate Report
CostWorks
RSMeans

Unit Detail Report

Edinburg,
Texas, 78539
Year 2012 Quarter 3

Date: 12-Oct-12

Pricint 2 Drainage Project

Prepared By:
Domingo Pequeno
Herrera and Hunt Inc

LineNumber			Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements							
013113200240			Field personnel, superintendent, minimum	1.00	Week	$2,775.00	$2,775.00
Division 01 Subtotal							$2,775.00
Division 32 Exterior Improvements							
321613130404			Cast-in place concrete curbs & gutters, concrete, wood forms, straight, 6" x 18", includes concrete	2,080.00	L.F.	$10.06	$20,924.80
Division 32 Subtotal							$20,924.80

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New Estimate

Line Number: 013113200240 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipmen	Bare Total	Total O&P
013113200240	Field personnel, superinten...	Week					1800.00		1800.00	2775.00

Reed Construction Data

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CostWorks
RSMeans

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New Estimate

Line Number: 321613130404 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
321613130404	Cast-in place concr...	L.F.	C2A	500.00	0.096	5.34	3.20		8.54	11.08

Reed Construction Data

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516
JOB ORDER CONTRACTING SPECIALISTS

PAYMENT APPLICATION #: cHid-21

CLIENT: Hidalgo County
DATE: 2-20-13
ADDRESS: 2812 S. Bus 281
PO #: 682617
PROJECT NAME: Curb & Gutter-Rodriguez St.
ADDRESS: Edinburg, TX 78539
CONTACT: Commissioner Hector Palacios
PHONE: _____

ORIGINAL CONTRACT AMOUNT:		$	15,361.03
ADJUSTMENTS +/-:			
Less adjustment for linear feet	+/-	$	1258.56
	+/-	$	
	+/-	$	
	+/-	$	
ADJUSTED CONTRACT AMOUNT		$	14,102.47
LESS CONTRACT RETAINAGE: _____ %	-	$	
AMOUNT ELIGIBLE FOR CONSTRUCTION DISTRIBUTION		$	14,102.47
WORK COMPLETE T0 DATE			
Project complete - 100%		$	14,102.47
		$	
		$	
		$	
		$	
		$	
TOTAL WORK COMPLETE T0 DATE		$	14,102.47
LESS PREVIOUS PAYMENTS			
# $			
# $			
# $			
# $			
# $	-	$	0
PAYMENT APPLICATION REQUEST AMOUNT		$	14,102.47

HERRERA & HUNT, INC.

2/20/13
SIGNATURE DATE

PAYMENT APPROVAL

PE 3/7/13
SIGNATURE DATE

CERTIFICATE OF SUBSTANTIAL COMPLETION

☐ Owner ☑ Contractor ☐ Field
☐ Architect ☐ Subcontractor ☐ Other

To: Hidalgo County
Project: Rodriguez St. Curb + Gutter
Project Number: 682617
Contract Date: 10/17/12

Contractor: Herrera + Hunt, Inc.
Contract For: Curb + Gutter
Date of Issuance: 10/17/12

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as 11-07-12 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Authorizing Agent when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

List Attached: ☐ Yes ☑ No

If applicable, a list of items to be completed or corrected prepared by the Contractor, verified and amended by the Authorizing Agent, is attached hereto. The failure to include items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed in writing.

The Contractor will complete or correct the work on the list of items attached hereto within ( ) days from the above Date of Substantial Completion.

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at Rodriguez St. (place) on 11-7-12 (date).

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note-Owner's and Contractor's legal and insurance course should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.

Dallas Herrera 2/7/13

President

HIDALGO COUNTY
PURCHASING

CONTRACT CHANGE ORDER REQUEST

DEPARTMENT HIDALGO COUNTY PRECINCT NO. 2 300 W. HALL ACRES, SUITE "G" PHARR, TEXAS 78577	DATE: March 6, 2013 CHANGE ORDER NO. (1) ONE
CONTRACTOR/FIRM: HERRERA AND HUNT , INC PO BOX 49 ALAMO, TX 78516 Phone #: 956-330-5566	PROJECT/NAME/ACCT. NO. Rodriquez Street Project-Curb & Gutter

You are hereby requested to comply with the following changes from the contract plans and specifications:
Quantitative Adustments to Rodriquez Street Curb & Gutter from requested 2080 LF to 1916 L.F.

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

Reasons:

Project only required 1916 L. F. from Original requested on proposal of 2080 L.F.; in addition mathematical errors have been corrected to reflect the correct amounts.

Contract price prior to change order . . . . . $ 15,361.03

Net Increase/Decrease of this Change Order . . . . . $ 1,258.51

Contract Price with Change Order . . . . . $ 14,102.47

Increase/Decrease in time No Impact days.

DEPARTMENT HEAD — DATE 3/6/2013

CONTRACTOR — DATE 3/6/13

HIDALGO COUNTY
PURCHASING

CONTRACT CHANGE ORDER REQUEST

March 6, 2013

PROJECT ENGINEER - ARCHITECT DATE (IF APPLICABLE)

(FOR PURCHASING DEPARTMENT USE ONLY)

[ ]	Scope Increase	[ ]	Quantitative Addition/Deletion
[X]	Scope Decrease	[X]	Final Quantitative Adjustment
[ ]		[ ]	Other
[ ]			

[X] Approved [ ] **Disapproved**

SIGNATURE:_____ **DATE:** _____

RAMON GARCIA, HIDALGO COUNTY JUDGE

AI-37421 **Purchasing Department 19. C. 1.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Martha L Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute a Professional Surveying Services (On an As Needed Basis) contract/agreement for the provision of surveying services for "Projects located within Hidalgo County Precinct No. 3 ," with RODS Surveying, as authorized & approved for negotiations by CC on 12/28/12.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Funds available as of 3-8-13.

Possible funding source is Pct. 3 Rd. Maint. Funding source(s) to be used is contingent on projects identified which require surveying services.

Services are on an "as needed" basis.

Attachments

Contract#C-13-034-03-12-RODS Surveying-Pct 3

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/08/2013 03:16 PM
Budget & Management	Obdett Calzada	03/08/2013 03:25 PM
Manuel Chapa	Manuel Chapa	03/08/2013 04:52 PM
Auditor's Office	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Rocio Villarreal Started On: 03/04/2013

Final Approval Date: 03/08/2013

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-13-034-03-12

THIS AGREEMENT is made effective the 12th day of **March, 2013**, by and between the **County of Hidalgo, Texas** ("County") and **RODS Surveying, Inc.** ("Surveyor").

W I T N E S S E T H:

WHEREAS, the County requires "Surveying Services" for **"Road and Bridge, C.I.P. and Other Projects in General" (on call and an as needed basis)** located within **Hidalgo County Precinct No. 3,** and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Surveying Services," and

WHEREAS, from which "Professional Surveyor" has been selected from the "Pool" of pre-qualified Surveyors from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Surveyor" are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional Surveyors to assist the County by providing Surveying services; and

WHEREAS, County has selected the Surveyor to provide Surveying services within Hidalgo County Precinct No. 3, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to County "Surveying services" for and in connection to the: **"Road and Bridge, C.I.P. and Other Projects in General" (on call and on an as needed basis)** located within **Hidalgo County Precinct No. 3,** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor." ***In the event the Surveyor does not provide the Scope of Services prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and the Scope of Services is secured from another firm, Surveyor will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Surveyor that Hidalgo County has caused or delayed thus preventing the Surveyor from meeting the specified agreed upon deadline to provided the Scopes of Services ordered, Surveyor must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Term.** This Agreement shall commence upon approval of this agreement for a term of **one (1) year,** effective **March 12, 2013,** expiring, **March 11, 2014** or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each **"Purchase Order".**

The County assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the County for the Surveyor to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. **Non-Exclusive Services of Surveyor** Hidalgo County reserves the right to request these services from other sources other than the Surveyor and shall not be in

violation of any terms or conditions of this Agreement.

4. **Compensation.** As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

5. **Progress.** Upon acceptance of a work order, the Surveyor shall undertake and complete the authorized work. The County or the Surveyor can request conferences to be provided at the Surveyor's office, the office of the County, or at other agreed upon locations.

6. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and

evaluations shall be performed in such a manner as will not unduly delay the work.

7. **Amendments.** If it becomes necessary at any time during the agreement period to change the scope of work, the agreement period, the maximum amount payable, the complexity, or the character of this agreement, an amendment must be prepared and executed within the agreement period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the agreement period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the agreement. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B" "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. **Reporting.** The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the agreement, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this agreement, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this agreement.

10. **Independent Contractor.** Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Agreement. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** The County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. **Insurance.** Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C,"

issued by the insurer that such insurance is in full force and effect.

13. **No Assignment.** Except as otherwise herein provided, Surveyor, may not assign the obligations or rights under this agreement to any person without the prior written consent of County.

14. **Conflict.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. **Termination by County**. If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Surveyor.

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

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

otherwise.

18. **Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. **Hold Harmless.** In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor=s intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. **Notices.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to

the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 302 W. University Drive Edinburg, Texas 78539
If to Surveyor:	RODS Surveying, Inc. William Pete McCown, RPLS, Edinburg Branch Manager 5403 Mile 8 ½ Rd Edinburg, Texas 78541

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

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

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

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

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

26. **Commitment of Current Revenues.** In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Surveyor. The County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

WITNESS WHEREOF, the **Surveyor** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____day of _____, 2013.

SURVEYOR:
RODS Surveying, Inc.

BY:_____
William Pete McCown, RPLS, Branch Manager

OWNER:
HIDALGO COUNTY

BY:_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

By:_____

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Surveyor
EXHIBIT B	-Surveying Rate Schedule
EXHIBIT C	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT "A-1"
Request for Qualifications
(RFQ) Procurement Packet

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 27, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Surveyors Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2012-005-01-18-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Surveyors Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2012-005-01-18-YZV

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2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	2
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6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

December 27, 2011
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Surveyors Services Pool"

RFQ NO: 2012-005-01-18-YZV

Acceptance Due Date: **January 18, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer II
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Surveyors Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ – 2012-005-01-18-YZV-"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Surveyors Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 18, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. 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.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Surveyors Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code,

item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 18, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance~~

~~of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

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

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is

released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent 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 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent 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 respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

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

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent 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 respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Surveyors Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

RFQ Nº 2012-005-01-18-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Surveyors (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Surveyors will be for a period starting **February 9, 2012 and ending February 8, 2013.** The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Real Estate Surveyors Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 18, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or

service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent's default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-76120or via e-mail: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Tuesday, January 10, 2012 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 13, 2012.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink.**

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

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

SCOPE OF SURVEYING SERVICES:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.

2. Topographical survey, including establishment of survey bench mark.

3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.

4. Local Registered Professional Licensed Surveyor to verify all information and certify all required hard copies.

5. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

a) Firm name, address, phone number and person to contact regarding the Statement of Qualification.

b) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

c) List of in State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

d) Ability to commence services immediately after successfully negotiating a contract for services.

e) Familiarity with the geographical area.

f) Statement regarding an Affirmative Action Program.

g) Minimum of $1,000.000.00 Professional liability, errors and omissions, insurance liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The surveyor should include copies of their Professional Liability Insurance.

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

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. **RESPONSIVENESS:** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) **FIRM CAPABILITIES:** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County
   g) Current workload
   h) Ability to commence various requested projects simultaneously
   i) Completion of projects within budgets

3. **STAFFING:**

   25 points

   a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Surveyor Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Surveyor Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"
EVALUATION CRITERIA
PROFESSIONAL SURVEYING SERVICES
RFQ No. 2012-005-01-18-YZV

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING **(25) POINTS**

A. Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart
B. Key personnel
C. Required discipline skills

GRAND TOTAL **100 Points**

EXHIBIT "B"
EVALUATION CRITERIA
PROFESSIONAL SURVEYING SERVICES
RFQ No. 2012-005-01-18-YZV

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL _____
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL _____
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

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

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A
	INSURER B
	INSURER C
	INSURER D
	INSURER E

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GEN RAL 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 GENERAL AGGREGATE PRODUCTS – COMP/OP AGG	$ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY ☐ ANY AUTO					
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $					
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				☐ WC STATU- TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

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

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

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

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

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

Exhibit "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "CONSTRUCTION MANAGEMENT SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires:_____, 20_____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____ **State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No. _____**
State of Incorporation: _____ Date:_____ Other: _____
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** • Less than 125,000 annual gross receipt • Less than 250,000 annual gross receipt • Less than 499,000 annual gross receipt • More than 500,000 annual gross receipt • Black American • Hispanic American • Asian Pacific American • Native American • Women • Other **Have you been certified as a HUB or an MBE/WBE source?:** • Yes • No **Indicate Certification No.(s): _____ or are Certificate(s) attached?:** • Yes • No
What type of product(s) is/are solicited by your company?: _____ **Would you like to be provided with specifications for procurements of such products?:** • Yes • No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____ **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL SURVEYORS SERVICES POOL

RFQ No.: 2012-005-01-18-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

_____ _____

SIGNATURE DATE

EXHIBIT "A"

Scope of Services to be provided by the Surveyor

EXHIBIT "A"

Scope of Services to be Provided by the Surveyor

RODS Project No: 513-21302-000

Client: Hidalgo County Precinct No.3
Contract: C-13-034-01-22
Desc: "Road and Bridge, C.I.P and Other Projects in General"

DESIGN SURVEYING

A. Design Surveys

1. Field inspect project site and discuss proposed improvements with project engineer or designated Hidalgo County Precinct No. 3 representative. Determine in detail the information required by the project engineer and the format of the deliverables. All design surveys performed by RODS Surveying are under the direct supervision of an RPLS who will coordinate directly with the project engineer or other Hidalgo County Precinct No.3 representative.

2. Secure copies of Hidalgo County Precinct No.3 plans and right-of-way maps of the existing facility. Existing plans and maps can serve as quality assurance documents that all existing utilities and improvements are included in the surveys.

3. Compile all plans, maps and ground control information and review scope and purpose of surveys with field crew (s) and lead technician selected for the project.

4. Recover existing ground control or establish ground control. All horizontal ground control is established with static GPS and supervised by an RPLS who is a full time GPS mission planning and post processing specialist. Vertical ground control may be established with static GPS or differentially with digital levels depending on the project circumstances and the requirements of the District.

5. Locate and describe improvements and utilities for planimetric mapping and take cross sections and/or map terrain break lines and spot elevations for digital terrain modeling. Drainage structures, safety end treatments, bridge details and signage may be photographed with a digital camera for clarification when preparing deliverables. All occupied and backsight station set ups and instrument heights are field checked by tying to a third

control point before vacating the occupied station. Target poles are fixed-height poles to minimize target height errors.

6. Process data collection files and review for errors and conformance to standardized procedures and policies.

7. Import SDMS (.prj) files into SDMS Processor or CAICE for processing and review data for anomalies.

8. Field inspect improvements, utilities and digital terrain modeling. This task is performed by a technician after all data collection files are processed and improvements and utilities are plotted.

9. Prepare Microstation 8 and Geopak 2004 (2D.dgn, 3D.dgn., .dat, and .tin) files and CAICE (.arc) files.

10. Make final review of files. This review is made by the supervising RPLS in conjunction with the lead technician working on the project.

11. Submit deliverables to Hidalgo County Precinct No.3 for review.

12. Address any questions or concerns voiced by Hidalgo County Precinct No.3 personnel, supplement and edit files as necessary, and resubmit deliverables.

Design Survey Deliverables

Deliverables for design surveys will consist of paper plots of planimetric and topographic surveys as required, copies of field survey processing reports and point tabulations on bond paper, photostatic copies of utility research and field notes, Microstation 8 and Geopak 2004 (2D.dgn, 3D.dgn., .dat, .tin, and .gpk) files, SDMS (.ctl, .prj, .cal), and CAICE (.arc) files as requested. This listing is representative of design survey deliverables and may vary depending on the requirements of the individual District.

Horizontal & Vertical Control

B. H&V Control for Aerial Mapping

1. Field inspect project site, review panel layout if prepared by Hidalgo County Precinct No.3, and discuss proposed flight with the project engineer or designated Hidalgo County Precinct No.3 representative. All aerial mapping ground control projects performed by RODS Surveying are under the direct supervision of an RPLS who will coordinate directly with the photogrammetrist, project engineer or designated Hidalgo County Precinct No.3 representative.

2. If not prepared by Hidalgo County Precinct No.3, prepare a panel layout according to Hidalgo County Precinct No.3 standards and submit for review.

3. Recover existing ground control or establish ground control. All horizontal ground control is established with static GPS and supervised by an RPLS who is a full time GPS mission planning and post processing specialist. Vertical ground control may be established with static GPS or differentially with digital levels depending on the project circumstances and the preferences of the District. In the event the center panels and established ground control are not one in the same, establish the coordinates and elevations for center panels and the elevations for wing panels. All traverses used to establish coordinates and elevations must be completely closed and not begin and end on the same control points.

4. Process all GPS data collection files, total station/data collector files and digital level files. Review data for errors and conformance to standardized procedures and policies.

5. Prepare control book.

6. Make final review of control book. This review is made by the supervising RPLS in conjunction with the lead technician working on the project.

7. Submit control book to Hidalgo County Precinct No.3 for review.

8. Address any questions or concerns voiced by Hidalgo County Precinct No.3 personnel, supplement and edit data as necessary, and resubmit control book.

Horizontal and Vertical Control for Aerial Mapping Deliverables

The primary deliverable for an aerial mapping ground control project will consist of a control book which contains;

1. Project control layout used to identify the limits of the project within a city or county wide area. The map will be of sufficient detail to show the proximity of the center panels and offsite control points with respect to local streets and major landmarks and will include the coordinates, elevations and bearing/distance between consecutive points

2. Primary control point layout sketch showing the relative position of NGS or Hidalgo County Precinct No.3 control stations which were used as the basis for the surveys with respect to the major aerial photography ground control points.

3. Datum statement sheet which describes the NGS or Hidalgo County Precinct No.3 control stations used and the horizontal and vertical datum of those stations, grid to surface adjustment factors, metric to English

conversion factors, and the surveying equipment and processing software used to establish horizontal and vertical values for the control points.

4. Tabulations of the grid, surface and geographic coordinates and elevations derived for the control points.

5. Control sketch, which is signed and sealed by the supervising RPLS, for each major control point which includes a datum statement; grid, surface and geographic coordinates; elevation; surface adjustment factor; date set; physical description of point; and a recovery sketch.

6. Copy of all statistical reports for GPS surveys and closure reports f or conventional surveys.

7. Copy of all NGS or Hidalgo County Precinct No.3 monumentation sheets for control stations upon which the surveys are based.

8. Copy of all survey crew field notes.

In the event the District does not require all items listed above, only those items required will be provided. This listing is representative of aerial mapping ground control deliverables and may vary depending on the requirements of the individual District.

RIGHT-OF-WAY Mapping

C. Right-of-Way Documents - The **Surveyor** will utilize State examples and provide the following:

1. Request right-of- entry and inform property owners of purpose for surveys. RODS Surveying will request the name of a Hidalgo County Precinct No.3 contact person that would be responsible for addressing specific questions regarding proposed improvements.

2. Research real property records and other public records (State, County, City, etc.). RODS Surveying will utilize the services of a permanent professional research firm of demonstrated competence.

3. Prepare a digital working sketch of property lines based of deed research to be used by field crews to locate corners and right-of-way line markers, and later by technicians for analysis purposes.

4. Superimpose working sketch on Hidalgo County Precinct No.3 or commercially available aerial images to identify parent tracts, identify landlocked parcels, and review impacts to improvements and land use.

5. Field locate improvements and utilities, and make preliminary recovery of property corners and existing right-of-way line markers based on the working sketch.

6. Perform calculations and analysis to determine property line and existing right-of-way line locations. An RPLS will normally perform this function, but may be assisted by an experienced technician to the extent the RPLS is familiar with and confident in the abilities of the technician.

7. Field locate property corners and existing right-of-way line markers not recovered during the preliminary survey. The field crews will be provided search coordinates for this purpose. All existing corners must be recovered. No property line or existing right-of-way line location will be defined by calls when controlling monumentation exists.

8. Field inspection of improvements and utilities. This task is performed by a technician after all data collection files are processed and improvements and utilities are plotted.

9. Finalize property line and existing right-of-way line locations. All final locations are reviewed in depth by the supervising RPLS.

10. Monument existing and/or proposed right-of-way lines as required by the District. All monuments set are field verified to be in the correct location by relocating the monument from control other than the control used to set the monument.

11. Prepare right-of- way map sheets, parcel plats and property descriptions. It should be noted that policies and requirements change with time. A map prepared for a District a year ago may not be exactly what is required of the same District today. RODS Surveying works closely with the designated Hidalgo County Precinct No.3 representative to insure that deliverables meet the requirements of the individual District.

12. Proofread all right- of-way mapping documents to insure consistency of presentation and elimination of errors.

13. Submit mapping deliverables for Hidalgo County Precinct No.3 review.

14. Address any mark ups made by Hidalgo County Precinct No.3 personnel and resubmit mapping.

Right-of-Way Mapping Deliverables

Deliverables for right-of-way mapping will consist of paper and mylar plots of the map sheets and parcel plats as required, copies of property descriptions on bond paper, area calculation sheets on bond paper, photostatic copies of research records, Microstation 7 (.dgn) files of the right-of-way map sheets and parcels plats, Microsoft Word (.doc) files of the property descriptions, ASCII (.txt) files of the area calculation sheets and the Geopak 2004 (.gpk) file of all mapping data. This listing is representative of right-of-way mapping deliverables and may vary depending on the requirements of the individual District.

EXHIBIT "B"
Surveying Rate Schedule

Exhibit "B"
Surveying Rate Schedule

REGULAR TIME RATES	
2-Man Field Party	**$ 120.00 /hour**
3-Man Field Party	**$ 150.00 /hour**
4-Man Field Party	**$ 160.00 /hour**
OTHER PERSONNEL SERVICES	
Principal	**$ 125.00 /hour**
Registered Professional Land Surveyor	**$ 120.00 /hour**
Project Surveyor (SIT)	**$ 100.00 /hour**
Certified Survey Technician	**$ 90.00 /hour**
Survey Technician	**$ 85.00 /hour**
Clerical	**$ 50.00 /hour**
Abstractor	**$ 80.00 /hour**
CADD	**$ 85.00 /hour**
COMPUTER SERVICES	
Microstation CADD System w/Plotter	**$ 18.00 /hour**
REPRODUCTION	
Photocopies	**$ 0.10 /sheet**
Blueline/Blackline Prints (22" X 34")	**$ 2.00 /sheet**
Deed/Copies	**$ 1.00 /sheet**
Mylar (22" X 34")	**$ 6.00 /sheet**
Mylar (11" X 17")	**$ 3.00 /sheet**
MISCELLANEOUS	
GPS Receiver (Static)	**$ 175.00 /day**
GPS RTK System	**$ 350.00 /day**
GPS R8 Rec	**$ 175.00 /day**
Lodging	**$ 80.00 /per night**
Per Diem (State Rate)	**$ 36.00 /per person/day**
Mileage (State Rate)	**$ 0.565 /mile**

*Rates contain overhead and profit

RODS Surveying, Inc.
5403 Mile 8 ½ Rd
Edinburg, TX 78541
956.583.8050 Office – 956.583.6555 Fax

EXHIBIT "C"
Insurance Requirements

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/17/2013

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: Mel Newsom, State Farm Insurance 8203 Willow Place So., Suite 170 Houston, Texas 77070	CONTACT NAME: Mel Newsom PHONE (A/C, No, Ext): 281-469-4900 FAX (A/C, No): 281-469-8666 E-MAIL ADDRESS: Mel.newsom.b31g@statefarm.com
INSURED: RODS Surveying Inc 6818 Lee Road Spring, TX 77379	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Fire and Casualty Company — 25143 INSURER B : State Farm Mutual Automobile Insurance Company — 25178 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Completed operations [X] Valuable Papers GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	Y	Y	90-BX-B508-7L	12/31/2011	12/31/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	F70 0753-F31-53	12/31/2011	12/31/20130	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 500,000 $ 500,000 $ 100,000
A	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	90-BB-Q293-3F	12/31/2011	12/31/2013	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	[ ]				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		[ ]	[ ]					

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

Hidalgo County is named as additional insured on all commercial general liability and automobile liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 Highway Bus. 281
Edinburg, Texas 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2012

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.	
State Insurance Agency, Inc PO Box 619 San Augustine TX 75972 (936) 275-3443	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Rods Surveying, Inc 6810 Lee Rd Suite 100 Spring TX 77379-	INSURER A: TEXAS MUTUAL	
	INSURER B: U.S. SPECIALTY INSURANCE COMPANY	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG	$
		POLICY / PRO-JECT / LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSP-0001232192	12/31/2012	12/31/2013	X WC STATU-TORY LIMITS / X OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER	USS1222666	02/20/2013	02/20/2014	OCCURRENCE	2,000,000
B		PROFESSIONAL LIABILITY				AGGREGATE	2,000,000

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

HILDALGO COUNTY IS LISTED AS AN ADDITIONAL INSURED WITH REGARDS TO THE WORKERS COMPENSATION POLICY.

AI 000836

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY ATTN PURCHASING DEPARTMENT 2812 S. HIGHWAY BUS. 281 EDINBURG TX 78539-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~XXXXXXXXXX~~ 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

State Farm Insurance Company
Business Automobile Policy
Fleet Schedule

Insured: RODS SURVEYING INC AND ROBERTO OB Company: State Farm Insurance Co
Policy Descr: F70 0753-F31-53R
Experience Rate Modifier: .76
Eff Date: 12/31/2012 Exp Date: 12/31/2013

****

✓Vehicle #1
Desc: 1999 - FORD F250 PU (#029) VIN: 1FTNW21F8XEE40984
Territory: 096
DRG: 000 GRG: 000 Anti-Theft: None
City Code: Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$671.27

✓Vehicle #2
Desc: 2003 - FORD PICKUP (#049) VIN: 1FTNW21P83EC37967
Territory: 096
DRG: 011 GRG: 011 Anti-Theft: B
City Code: Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

Vehicle #3

Desc: 2004 - FORD F250 PICKUP (#052)
VIN: 1FTNK21P24EA79921
Territory: 096
DRG: 011 GRG: 011
Anti-Theft: B
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

Vehicle #4

Desc: 2004 - MERCURY GR MARQUIS 4DR (#053)
VIN: 2MEFM75W74X614067
Territory: 096
DRG: 017 GRG: 019
Anti-Theft: B
City Code:
Stated Amount: none
Class: 1301000000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$260.33
PD	$100k	$308.57
PIP	$2,500	$33.84
COMP	$500	$79.95
COLL	$500	$223.23
UMBI	500/500	$108.81
UMPD	$100k	$42.26
Total:		$1,056.99

Vehicle #5

Desc: 2004 - FORD F250 PICKUP (#054)
VIN: 1FTNW21P64EA63446
Territory: 096
DRG: 011 GRG: 011
Anti-Theft: A
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$90.39
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$953.42

Vehicle #6

Desc: 2005 - FORD F250 PICKUP (#055)
VIN: 1FTSW21P35E032961
Territory: 096
DRG: 011 GRG: 011
Anti-Theft: B
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

Vehicle #7

Desc: 2005 - FORD F250 PICKUP (#056)
VIN: 1FTSW21P25EB76069
Territory: 096
DRG: 011 GRG: 011
Anti-Theft: B
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

Vehicle #8

Desc: 2005 - FORD F250 PICKUP (#057)
VIN: 1FTSW21P95EC48305
Territory: 096
DRG: 011 GRG: 011
Anti-Theft: B
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

Vehicle #9

Desc: 2003 - FORD F150 PICKUP (#058)
VIN: 1FTRX17W43KA20053
Territory: 096
DRG: 011 GRG: 011
Anti-Theft: B
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

Vehicle #10

Desc: 2006 - FORD F250 PICKUP (#059)
VIN: 1FTSW21P76EA75093
Territory: 096
DRG: 011 GRG: 011
Anti-Theft: B
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

Vehicle #11

Desc: 2006 - FORD F250 PICKUP (#060)
VIN: 1FTSW21P26EC78215
Territory: 096
DRG: 011 GRG: 011
Anti-Theft: B
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

Vehicle #12

Desc: 2006 - FORD F250 PICKUP (#063)
VIN: 1FTSW21P06EC12262
Territory: 096
DRG: 011 GRG: 011
Anti-Theft: A
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$90.39
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$953.42

Vehicle #13

Desc: 2004 - FORD F150 PICKUP (#065)
VIN: 1FTPW12584KD82218

Territory: 096
DRG: 010 GRG: 010
Anti-Theft: A
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$62.62
COLL	$500	$144.42
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$878.31

Vehicle #14

Desc: 2006 - FORD F150 PICKUP (#066)
VIN: 1FTPW12526KB69378

Territory: 096
DRG: 011 GRG: 011
Anti-Theft: B
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

Vehicle #15

Desc: 2006 - LINCOLN NAVIGATOR SUV (#067)
VIN: 5LMFU27556LJ09307
Territory: 096
DRG: 012 GRG: 012
Anti-Theft: A
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$146.13
COLL	$500	$286.46
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$1,103.86

Vehicle #16

Desc: 1993 - FORD RANGER PICKUP (#068)
VIN: 1FTCR14U4PPB59269
Territory: 096
DRG: 000 GRG: 000
Anti-Theft: None
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$671.27

✓Vehicle #17

Desc: 2007 - FORD F250 PICKUP (#070)
VIN: 1FTSW21P39EA93754

Territory: 096
DRG: 011 GRG: 011
Anti-Theft: None
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$100.43
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$963.46

✓Vehicle #18

Desc: 2007 - FORD F250 PICK UP (#071)
VIN: 1FTSW21P37EA06029

Territory: 096
DRG: 011 GRG: 011
Anti-Theft: A
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$90.39
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$953.42

Vehicle #19

Desc: 2006 - FORD F150 PICKUP (#072)
VIN: 1FTRW12W06KD92472

Territory: 096
DRG: 011 GRG: 011
Anti-Theft: A
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$90.39
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$953.42

Vehicle #20

Desc: 2004 - FORD F150 PICK UP (#073)
VIN: 1FTPW12594KC62850

Territory: 096
DRG: 011 GRG: 011
Anti-Theft: B
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

Vehicle #21
Desc: 2008 - CADILLAC ESCALADE SPORT WG (#074) VIN: 1GYEC63878R118114
Territory: 096
DRG: 012 GRG: 012 Anti-Theft: B
City Code: Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$138.01
COLL	$500	$286.46
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$1,095.74

Vehicle #22
Desc: 2008 - FORD F250 SD LX PICKUP (#075) VIN: 1FTSW21R78EC65769
Territory: 096
DRG: 011 GRG: 011 Anti-Theft: B
City Code: Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

Vehicle #23

Desc: 2008 - FORD F250 SD PICKUP (#076) VIN: 1FTSW21R58EC64085
Territory: 096
DRG: 012 GRG: 012 Anti-Theft: B
City Code: Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$138.01
COLL	$500	$286.46
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$1,095.74

ENOL

Desc: Employee Non Owner Liability
Number of Employees Using Own Car: 1
Cost of Hire: $100

Coverage	Ded/Limit	Premium
BI	500/500	$20.37
PD	$100k	$20.37
COMP	$250	$6.84
COLL	$250	$6.84
Total:		$54.42

WAIVER OF SUBROGATION
TYPE-INDIVIDUAL
NUMBER OF WAIVERS: 1 @ $28.20
TERRITORY: 096

Coverage	Ded/Limit	Premium
BI	500/500	$23.56
PD	$100k	$4.64
Total:		$28.20

**** POLICY TOTALS ****

Liability Coverage	Premiums	Physical Damage Coverage	Premiums
BI	$7,888.08	COLL	$4,302.03
PD	$4,971.60	COMP	$1,972.62
CSL	$0.00	Spec Causes	$0.00
UMBI	$1,558.83	Towing	$0.00
UMPD	$743.40	Rental	$0.00
UMCSL	$0.00		
PIP	$400.58		
MED PAY	$0.00		

Total Liability	$15,562.49
Total Phys Damage:	$6,274.65
Combined Total:	$21,837.14
Policy Premium	$21,837.14
Charge for Waiver:	$28.20
Total Premium Due:	$21,865.34

AI-37473 **19. D. 1.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Acceptance, and approval of the following for C-CAP-12-112-12-28 Road & Drainage Construction for Dimas 2 & 3 Subdivisions (Pct 1) between Hidalgo County and Texas Cordia Construction, LLC as submitted through project engineer, TEDSI Infrastructure Group:

a. Final construction contract (CC awarded - 12-28-12) in the amount of $232,566.82;

b. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1312-431-00-121-230-1-731/733

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

BUDGETARY IMPACT:

Requistion No.232784

Available balance in account 3-1312-431-00-121-230-1-731 $166,296.25.
Available balance in account 3-1312-431-00-121-230-1-733 $ 81,764.00.

Available balance in account 3-1200-431-00-121-230-731 $11,000.00 Appropriation submitted for CC 3/12/2013 AI- 37523.

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-121-230-0-731

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

BUDGETARY IMPACT:

Requistion No.232784

Attachments

Contract Dimas 2 & 3 Subdivision
262.031
ai request

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	03/06/2013 10:57 AM
Purchasing Department	Marty Salazar	03/07/2013 04:23 PM
Budget & Management	Obdett Calzada	03/08/2013 09:57 AM
Obdett Calzada	Obdett Calzada	03/08/2013 11:39 AM
Auditor's Office	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Marcie Jackson Started On: 03/06/2013 10:23 AM

Final Approval Date: 03/08/2013

HIDALGO COUNTY

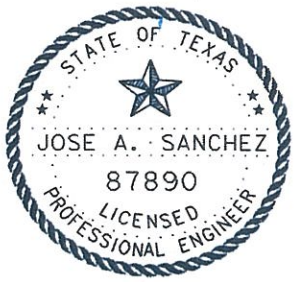
CONTRACT
FOR

C-CAP-12-112-12-28
"ROAD & DRAINAGE CONSTRUCTION OF DIMAS #2 & #3 SUBDIVISION"

IN ACCORDANCE WITH BORDER COLONIA ACCESS PROGRAM ROUND III

IN

HIDALGO COUNTY PRECINCT NO. 1



02/05/2013

Prepared by:

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE Firm No. 1640
Consulting Engineers
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

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DIMAS #2 & #3 SUBDIVISION

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7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

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12) General Conditions of the Agreement
13) Title 29 Labor
14) Standard General Condition of Construction Contract
15) Supplemental General Condition

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    b. Hidalgo County Specifications as per 340
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REQUEST FOR BIDS

(Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 1 with sealed bids on:

CAP-12-112-11-07-YSI "ROAD & DRAINAGE CONSTRUCTION FOR DIMAS #2 & #3 SUBDIVISION"

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of **TEDSI INFRASTRUCTURE GROUP, INC. 1201 E. EXPRESSWAY 83, Mission, Texas 78572,** Phone No **(956) 424-7898** for the amount of **$100.00 each.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

PRE-BID CONFERENCE is scheduled for **WEDNESDAY, OCTOBER 31, 2012** at **2:00 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.:

CAP-12-112-11-07-YSI "ROAD & DRAINAGE CONSTRUCTION FOR DIMAS #2 & #3 SUBDIVISION"

on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday, NOVEMBER 07, 2012** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (TX D.O.T.) and Urban County Program CDBG funds.

Attention is called to the fact that not less than, the federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the **1ST day** of **APRIL 10, 2012.**

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

LEGAL NOTICE **BID NO: CAP-12-112-11-07-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 1 - ROAD & DRAINAGE CONSTRUCTION OF DIMAS #2 & #3 SUBDIVISION"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO: CAP-12-112-11-07-YSI "ROAD & DRAINAGE CONSTRUCTION OF DIMAS #2 & #3 SUBDIVISION"** and in County's Purchasing Department, 2802 S. Business Hwy. 281, Hidalgo County New Administration Building, Edinburg, Texas, 78539 **on or before 9:30 a.m., WEDNESDAY, NOVEMBER 07, 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: **BID NO: CAP-12-112-11-07-YSI "ROAD & DRAINAGE CONSTRUCTION OF DIMAS #2 & #3 SUBDIVISION".** 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 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

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **" HIDALGO COUNTY PRECINCT NO. 1 - ROAD & DRAINAGE CONSTRUCTION OF DIMAS #2 & #3 SUBDIVISION"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Border Colonia Access Program
301 E. State St
Pharr TX 78577
Attn: Marcie Jackson

17. Schedule of Events

Bid Opening, 9:30 AM	**November 07**, 2012
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

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

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess 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

judgement 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.

COPY

BIDDERS ACKNOWLEDGEMENT
Bid for
HIDALGO COUNTY PRECINCT NO. 1
"ROAD & DRAINAGE CONSTRUCTION OF DIMAS #2 & #3 SUBDIVISION"
BID NO.: CAP-12-112-11-07-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Hidalgo County New Administration Building
2802 S Business Hwy 281
Edinburg, Texas 78539

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
Edinburg, Texas 78539
(Southeast corner of Canton Rd & Business 281)

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: Texas Cordia Construction, LLC

Address: 3123 S. Sugar Rd., Ste. D, Edinburg, Texas 78539

By: Corbitt, PE

Printed Name: Yara M. Corbitt

Title: President

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until Wednesday **November 07, 2012** at 9:30 a.m. and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as **BID NO: CAP-12-112-11-07-YSI "ROAD & DRAINAGE CONSTRUCTION OF DIMAS #2 & #3 SUBDIVISION".**

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed from and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form, and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,

b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s): Border Access Colonia Project Round **3**
Grant No. _____
Subdivision Name: **DIMAS #2 & #3**

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **150** consecutive calendar days thereafter. **150** consecutive calendar days breakdown as follows: **90** days for substantial completion (all work except vegetative watering). Liquidated damages will apply if contractor does not finish substantial completion within **90** consecutive calendar days and/or all construction is not completed within **150** consecutive calendar days. Bidder must agree also to pay as liquidated damages, the sum of **$200.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to **TEDSI Infrastructure Group 1201 E. Expressway 83, Mission TX 78572. Attn Jose A. Sanchez, P.E.** and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

BID FORM

BORDER COLONIA ACCESS PROJECT - HIDALGO COUNTY PRECINCT NO 1

CAP-12-112-11-07-YSI "ROAD AND DRAINAGE CONSTRUCTION OF DIMAS #2 & #3 SUBDIVISION"

ROADWAY IMPROVEMENTS

ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE (In Words)		UNIT PRICE (In Figures)	TOTAL (In Figures)
0100	22.78	STA	PREPARING ROW	ONE HUNDRED FIFTY THREE	Dollars	$ 153.81	$ 3,503.79
				EIGHTY-ONE	Cents		
0110	1927	CY	EXCAVATION (ROADWAY)	SIX	Dollars	$ 6.70	$ 12,910.90
				SEVENTY	Cents		
0132	71	CY	EMBANKMENT(FINAL)(DENS CONT)(TY C)	FIVE	Dollars	$ 5.31	$ 377.01
				THIRTY-ONE	Cents		
0164	6894	SY	CELL FBR MLCH SEED(PERM)(URBAN)(CLA	ZERO	Dollars	$ 0.83	$ 5,722.02
				EIGHTY-THREE	Cents		
0168	206.9	MG	VEGETATIVE WATERING	THREE	Dollars	$ 3.96	$ 819.32
				NINETY-SIX	Cents		
0247	7223	SY	FL BS(CMP IN PLC)(TY E GR 4)(FNAL POS)	SIX	Dollars	$ 6.18	$ 44,638.14
				EIGHTTEEN	Cents		
0260	54.3	TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	TWO HUNDRED SIXTY ONE	Dollars	$ 261.16	$ 14,180.99
				SIXTEEN	Cents		
0260	7223	SY	LIME TRT(NEW BASE)(8")	ZERO	Dollars	$ 1.17	$ 8,450.91
				EIGHTY	Cents		
0310	1228	GAL	PRIME COAT(MC-30)	FIVE	Dollars	$ 5.89	$ 7,232.92
				EIGHTY-NINE	Cents		
0340	6136	SY	D-GR HMA(METH)TY-D SAC-B PG64-22	TEN	Dollars	$ 10.31	$ 63,262.16
				THIRTY-ONE	Cents		
0500	1	LS	MOBILIZATION	FOUR THOUSAND FOUR HUNDRED THIRTY TWO	Dollars	$ 4,432.70	$ 4,432.70
				SEVENTY	Cents		
0502	3	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	ONE THOUSAND EIGHT HUNDRED NINETY-NINE	Dollars	$ 1,899.00	$ 5,697.00
				ZERO	Cents		
0531	20	SY	CONC SIDEWALKS(4")	FIFTY EIGHT	Dollars	$ 58.04	$ 1,160.80
				FOUR	Cents		
0644	6	EA	INS SM RD SN SUP&AM TY 10BWG(2)SA(P)	FOUR HUNDRED EIGHTY-FOUR	Dollars	$ 484.83	$ 2,908.98
				EIGHTY-THREE	Cents		
0666	4263	LF	REFL PAV MRK TY I(W)4"(SLD)(100MIL)	ZERO	Dollars	$ 0.35	$ 1,492.05
				THIRTY FIVE	Cents		
0666	36	LF	REFL PAV MRK TY I(W)24"(SLD)(100MIL)	EIGHT	Dollars	$ 8.31	$ 299.16
				THIRTY ONE	Cents		
0666	490	LF	REFL PAV MRK TY I(Y)4"(BRK)(100MIL)	ZERO	Dollars	$ 0.42	$ 205.80
				FOURTY TWO	Cents		
0666	610	LF	REFL PAV MRK TY I(Y)4"(SLD)(100MIL)	ZERO	Dollars	$ 0.44	$ 268.40
				FOURTY FOUR	Cents		
				ROADWAY IMPROVEMENTS TOTAL		$ 177,563.05	

DRAINAGE IMPROVEMENTS

ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE (In Words)		UNIT PRICE (In Figures)	TOTAL (In Figures)
0464	156	LF	RC PIPE(CL III)(18 IN)		Dollars	$31.50	$ 4,914.00
					Cents		
0506	78	LF	TEMPORARY SEDIMENT CONTROL FENCE		Dollars	$10.87	$ 847.86
					Cents		
0530	537	SY	DRIVEWAYS(CONC)		Dollars	$42.92	$ 23,048.04
					Cents		
0530	423	SY	DRIVEWAYS(ACP)		Dollars	$20.29	$ 8,582.67
					Cents		
4378	720	LF	THERMOPLASTIC PIPE (15 IN)(TY III)		Dollars	$24.46	$ 17,611.20
					Cents		
				DRAINAGE IMPROVEMENTS TOTAL		$55,003.77	

GRAND TOTAL	$ 232,566.82

OPENED 9:35 11-01-12 Witnessed

BIDDER/COMPANY NAME: TEXAS CORDIA CONSTRUCTION, LLC

AUTHORIZED SIGNATURE: [signature] PE

PRINTED NAME: YARA M. CORBITT

TITLE: PRESIDENT

CONTINUATION OF BID PAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 150 calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ _____ Dollars (_____) or a Bid Bond in the Sum of (5% of Greatest Amount Bid) Eleven thousand six hundred twenty eight & 34/100 Dollars ($11,628.34), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____	_____
#3	_____	_____	#4	_____	_____

Respectfully submitted,

Texas Cordia Construction, LLC
Name of Firm

By: _____ 11/6/12
Signature Date

President
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

3123 S. Sugar Rd., Ste. D
Address

Edinburg, Texas 78539

956-971-0289
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

Bond No. SU01053

BID BOND

KNOW ALL BY THESE PRESENTS, That we, **Texas Cordia Construction, LLC**

of **Edinburg, Texas**

(hereinafter called the Principal), as Principal, and

SureTec Insurance Company (hereinafter called the Surety),

as Surety, are held and firmly bound unto **Hidalgo County**

(hereinafter called the Obligee) in the penal sum of **Five Percent of the Greatest Amount Bid**

Dollars ($ **5% G.A.B.**)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

Road & Drainage Construction of Dimas #2 & #3 Subdivision BCAP Rnd 3. Pct. 1

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this **7th** day of **November** , **2012** .

Witness

Texas Cordia Construction, LLC

Principal

By: Hulitt, PE President

Title

SureTec Insurance Company

By

Justin McQuain, Attorney-in-Fact

POA #: 4221392

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maxine Elaine Lewis, Rhesa F. Boulton, Rosalyn D. Hassell,
Scott D. Chapman, Kevin McQuain, Justin McQuain, Jeanne M. Buchan, Keith M. Ilia

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 7th day of November, 2012, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-12-112-12-28

This Agreement, entered into this **28th** day of **December, 2012** by and between Hidalgo County (hereinafter called the "OWNER," and, **Texas Cordia Construction, LLC** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

ROAD & DRAINAGE CONSTRUCTION OF DIMAS #2 & #3 SUBDIVISION

Hereinafter called the project, for the sum of **Two-hundred Thirty-two thousand Five-hundred Sixty-six Dollars and Eighty–two Cents ($232,566.82)** all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **TEDSI Infrastructure Group Inc**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **150** consecutive calendar days_thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$200.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON **December 28 ,2012**

CONTRACTOR: _____
Print Name & Title: Yann M. Corbitt, President
Name of Firm: Texas Cordia Construction, LLC

Address: 3123 S. Sugar Rd. Ste B
Edinburg, TX 78539
Fed I.D. #/SS #: 45-2590990 / 454-85-7371

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 15th day of January, 2013, by PRESIDENT (Title) Of and on behalf of TEXAS CORDIA CONSTRUCTION, LLC (A corporation)

Alma Alvarez
Notary Public-Signature

ALMA ALVAREZ
MY COMMISSION EXPIRES
March 25, 2016

APPROVED AS TO FORM:
Hidalgo County Dept. of County Affairs
100 N. Closner, Room303
Edinburg, Texas 78539

BY: Approve as to Form
Assistant District Attorney
Michael L. Garza

ATTEST:

Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas .....)

County of Hidalgo .....)

Yara M. Corbitt, being first duly sworn, deposes and says that:

(1) SHe is Yara M. Corbitt, of Texas Cordia Construction, LLC, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Yara M. Corbitt

President

(Title)

Subscribed and sworn to before me on this 7th

Day of November, 2012

Alma Alvarez

Title ALMA ALVAREZ

ALMA ALVAREZ
MY COMMISSION EXPIRES
March 25, 2016

Bond No. 4388734

PAYMENT BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF Texas

COUNTY OF Hidalgo

KNOW ALL MEN BY THESE PRESENTS: That we (1) Texas Cordia Construction, LLC, a (2) Limited Liability Company, hereinafter called Principal and (3) SureTec Insurance Company of Texas, hereinafter called the Surety, are held and firmly bound unto (4) Hidalgo County of _____, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of Two Hundred Thirty Two Thousand Five Hundred Sixty Six & 82/100 232,566.82) Dollars in lawful money of the United States to be paid in (5) Hidalgo County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) Hidalgo County, the Owner, dated the 28th day of December, A.D. 20 12, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT #__ BORDER ACCESS COLONIA PROJECT
Road & Drainage Construction of DIMAS #2 & #3 **SUBDIVISION**

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract
(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the -1- Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Act 56th Legislature, Regular Session, 1925 effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 10th day of January, A.D., ~~2013~~ 2013.

ATTEST:

Isaac Heredia VP
(Principal) Secretary

(Seal)

Witness as to Principal

(Address)

Principal Texas Cordia Construction, LLC
By Jura Corbitt, President
(Address) 3123 S. Sugar Rd., Ste. D, Edinburg, TX 78539

Telephone Number: 956-971-0289

SureTec Insurance Company
Surety

ATTEST:

Stacy Owens
(Surety) Secretary Stacy Owens

(Seal)

Witness as to Surety Kim Nash

25025 I-45 N. Frwy, Ste. 525, The Woodlands, TX 77380
(Address)

By
Justin McQuain, Attorney-in-Fact

(Address) 1330 Post Oak Blvd., Ste. 1100, Houston, TX 77056

NOTE: If Contractor is partnership all Partners should execute bond

Telephone Number: 713-812-0800

Bond No. 4388734

PERFORMANCE BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF Texas

COUNTY OF Hidalgo

KNOW ALL MEN BY THESE PRESENTS: That we (1) Texas Cordia Construction,LLC, a (2) Limited Liability Company OF Texas, hereinafter called Principal and (3) SureTec Insurance Company of Austin, State of Texas, hereinafter called the Surety, are held and firmly bound unto (4) Hidalgo County of Texas, hereinafter called Owner, in the penal sum of Two Hundred Thirty Two Thousand Five Hundred Sixty Six & 82/100 ($ 232,566.82) Dollars in lawful money of the United States to be paid in (5) Hidalgo County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) Hidalgo County, the Owner, dated the 28th day of December, A.D. 2012, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT # BORDER ACCESS COLONIA PROJECT
Road & Drainage Construction of DIMAS #2 & #3 **SUBDIVISION**
hereinafter called the "Work").

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract
(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner
(Texas Performance Bond) - Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the

work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 10th day of January, 2013. A.D.

ATTEST:

Jason Hendrix VP

(Principal) Secretary

(Seal)

Witness as to Principal

(Address)

Principal Texas Cordia Construction, LLC

By Yara Cordia President

(Address) 3123 S. Sugar Rd., Ste. D, Edinburg, TX 78539

Telephone Number: 956-971-0289

ATTEST:

Stacy Owens

(Surety) Secretary Stacy Owens

(Seal)

Witness as to Surety Kim Nash

25025 I-45 N Frwy, Ste. 525, The Woodlands, TX 77380

(Address)

SureTec Insurance Company

By

Justin McQuain, Attorney-in-Fact

(Address) 1330 Post Oak Blvd., Ste. 1100, Houston, TX 77056

Telephone Number: 713-812-0800

NOTE: If Contractor is a partnership, all partners should execute bond.

POA #: 4221392

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maxine Elaine Lewis, Rosalyn D. Hassell,
Scott D. Chapman, Kevin McQuain, Justin McQuain, Jeanne M. Buchan, Keith M. Illa

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

SURETEC INSURANCE COMPANY TEXAS

State of Texas ss:
County of Harris

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 10th day of January, 2013, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

EXHIBIT "C"
Insurance Requirements

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, Yara M. Corbitt, authorized representative for Texas Cordia Construction, LLC,
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: $ 1,000,000 General Liability: $

☐ have already been met, see attached copy of insurance certificate.

Yubitt, PE
Authorized Representative

11/6/12
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, Yara M. Corbitt, possess all of the APPLICABLE:

1. Licenses: Professional Engineer (Tx#100129)
2. Bonds: Impact Risk Solutions (Bid, Payment/Performance 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

11/6/12
Date

Texas Cordia Construction, LLC
Company

3123 S. Sugar Rd., Ste. D
Address

Edinburg, Texas 78539
City, State, Zip

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/29/2013

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	SILVERHORN INS GROUP 1727 W. UNIVERSITY DR EDINBURG TX 78539	CONTACT NAME: DAVID*SALAZAR PHONE (A/C, No, Ext): (956) 739-8085 FAX (A/C, No): (956) 720-0257 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : CATLIN SPECIALTY INS CO	15989
INSURED	TEXAS CORDIA CONSTRUCTION LLC 3123 S. SUGAR ROAD STE #D EDINBURG TX 78539	INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 00006769** **REVISION NUMBER: 00007481**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		4202300236	12/12/2012	12/12/2013	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
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	X 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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S. BUSINESS HWY 281
EDINBURG TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

E Gc Alg

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/28/2013

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 JUAN CAZARES 1408 S CLOSNER BLVD. EDINBURG, TX. 78539	CONTACT NAME: JUAN CAZARES/ROSALINDA SANDOVAL PHONE (A/C, No, Ext): 956-381-0928 FAX (A/C, No): 956-318-1761 E-MAIL ADDRESS: ROSALINDA.SANDOVAL.M1A2@STATEFARM.COM
INSURED CORBITT, MARK D & YARA M 3123 S SUGAR RD STE D EDINBURG, TX. 78539	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Fire and Casualty Company — 25143 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS			155 3297-C30-53B-001	09/30/2012	03/30/2013	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

06 GMC YUKON XL 3GKGK26G26G198131

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S BUSINESS HWY 281
EDINBURG, TX. 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Juan Cazares

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1001486 132849.7 03-01-2012

SUMMARY OF
INSURANCE:

VEHICLE
INFORMATION

DATE 01/28/2013

PRODUCER:

STATE FARM /JUAN CAZARES
1408 S CLOSNER BLVD.
EDINBURG, TX. 78539

APPLICANT NAME AND MAILING
ADDRESS:

CORBITT, MARK D & YARA M
2312 S SUGAR RD STE D
EDINBURG, TX. 78539

POLICY: 155-3297-C30-53B-
001

09/30/2012 to 03/30/2013

YEAR	MAKE	MODEL		VIN#
2006	GMC	YUKON	XL	3GKGK26G26G198131

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/14/2013

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 956-739-8085 956-720-0257 SILVERHORN INSURANCE GROUP 1727 W. UNIVERSITY DR. EDINBURG, TX 78539	CONTACT NAME: DAVID D. SALAZAR JR PHONE (A/C, No, Ext): 956-739-8085 FAX (A/C, No): 956-720-0257 E-MAIL ADDRESS: DAVID@SILVERHORNINSURANCE.COM
INSURED +1 (956) 789-028 TEXAS CORDIA CONSTUCTION, LLC 3123 S. SUGAR RD STE D Edinburg, TX 78539	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : TEXAS MUTUAL INSURANCE COMPANY INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 01142013 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / 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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
X	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A	✓	TSF-0001246028	12/19/12	12/19/13	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)

THE CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2812 S BUSINESS HWY 281
EDINBURG, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm **TEDSI Infrastructure Group**.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of **a** commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee **in** writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in **a** bona **fide** collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, perfomance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

GENERAL NOTES AND STANDARD SPECIFICATIONS

For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act."

Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

The 1-800 call services for utility locations do not include TxDOT facilities.

ITEM 3. Scope of Work

This Contract includes non-site specific work. Multiple work orders will be used to procure work of the type identified in the contract at locations that have not yet been determined.

ITEM 5. Control of the Work

Prior to contract letting, bidders may obtain a free computer diskette or a computerized transfer of files (from the Engineer's office) that contains the earthwork information. If copies of the actual cross-sections in additional to, or instead of, the diskette are requested, they will be available at the Engineers office for borrowing by copying companies for the purpose of making copies for the bidder at the bidders expense.

ITEM 8. Prosecution and Progress

Where road closures or detours around structures are necessary to accomplish proposed work, the removal of existing structures and/or cutting of existing pavement will not be permitted until all pre-cast members for the proposed structure have been cast, tested and approved for use.

Working days will be computed and charged in accordance with Article 8.3.A.6 defined as follows:

Upon issuance of written authorization to begin work, all of Item 100, "Preparing Right of Way" will commence. Item 100 work shall be completed before work begins on other items, unless otherwise authorized by the project engineer.

Work and time charges will continue until completion of Item 100. Upon completion of Item 100, work and time charges will stop for a maximum period of 120 days for utility work to be completed. Time charges in accordance with Article 8.3.A.1 will resume at the end of the 120 day utility work period or earlier if mutually agreed in writing by the engineer and contractor.

ITEM 100. Preparing Right of Way

Clearing & grubbing shall be executed in accordance with the District Clearing and Grubbing detail sheets.

ITEMS 134. Backfilling Pavement Edges

Areas to be backfilled shall extend approximately 3-ft out from the edges of the proposed overlay. Final slopes shall be uniform and smooth. The 100-foot station payment includes Backfilling of both sides.

Backfill Ty A shall not contain particles more than two inches in size and shall have a minimum PI of 10 and a maximum PI of 20.

Any additional backfill material necessary due to pre-existing edge conditions or to replace existing fill removed during blading operations will not be paid for directly. It will be considered subsidiary to this bid item.

ITEM 164. Seeding for Erosion Control

During drill seeding operations, application methods shall be in accordance with the method shown in the Standard Specification Book.

Cool Season or Warm Season Grasses shall be included as part of Item 164 (See Table 3 and/or Table 4 in the Standard Specification Manual for dates and seed type).

Seed mixture

Seed mixture shall be as specified under Item 164.

ITEM 166. Fertilizer

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous-Potassium (NPK) ratio shall include a minimum of 5 percent phosphorous and 5 percent Potassium. Fertilizer shall be homogenized.

ITEM 216. Proof Rolling

Work shall be done in accordance to Item 216, except for measurement and payment. This work will not be paid for directly, but shall be considered subsidiary to the various bid items.

ITEM 247. Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Blended material for Flexible Base TY E GR 4

The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY "D" materials, provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

BEFORE LIME IS ADDED

Retained on Sq. Sieve	Percent Retained
2"	0
½"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

After 1% lime (laboratory) is added to unlimed material

Max PI	12
Min. Comp. Strength PSI:	180 at 15 PSI Lateral Pressure
Triaxial Test (Lime Treated)	Tex-121-E

Two (2) percent lime (by weight) will be incorporated into the Flexible Base in the field at the Owner's expense in accordance with the provisions of Items 260.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

Perform base ride quality testing for all base with only one lift of ACP or a seal coat as the final surface in accordance with the Pharr District Special Provision for flexbase ride testing. Perform base ride quality testing before placing the ACP or seal coat.

ITEM 251. Reworking Base Material

Quantities of Flexible Base to be salvaged, shown on the typical sections, are for estimating purposes only. All acceptable base material encountered in existing base is to be salvaged as directed by the Engineer regardless of the quantities involved.

Salvaged base shall be used in the bottom course on any of the proposed roadway and/or turnout sections.

Salvaged base may be used on any of the proposed driveway sections.

ITEM 260. Lime Treatment (Road Mixed)

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the Engineer, these structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

ITEM 300. Asphalt's, Oils and Emulsions

Temporary ramps/detours and driveways may use performance grade binder 64-22.

ITEM 301. Asphalt Antistripping Agents

Lime TY A or B shall be added as an Antistripping additive between the rates of 1 % minimum 2.0% maximum by weight for item 341. If the Hamburg wheel test cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime for item 341.

ITEM 310. Prime Coat (Cutback Asphaltic Material)

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing Flexible Base, which may become exposed by the milling operation, shall be primed at the rate of 0.2 Gal/SY.

Do not apply subsequent courses over the initial prime coat any earlier than the day after the prime coat was applied, unless otherwise authorized or directed by the Engineer.

ITEM 314. Emulsified Asphalt Treatment

The Contractor shall exercise diligence in the application of emulsified asphalt by the use of flagging to keep from spraying or splattering the traveling public with asphaltic material.

ITEM 400. Excavation and Backfill for Structures

If the Contractor elects to cut pavement (existing/detour) for structural work beyond that required by the construction phasing shown in the plans and approved by the Engineer, it shall be restored at his expense and backfilled to its original condition or better in accordance with Item 400.

Unless shown otherwise in the plans, use a 1-ft depth for Item 400 Structural Excavation (Special) for gravel bedding needed below drainage structures with unstable material.

ITEM 420. Concrete Structures

Use membrane curing, Type 2, for concrete curb, gutter and combined curb and gutter, concrete medians, directional islands and sidewalks.

Pay bent concrete as plan quantity.

ITEM 421. Portland cement Concrete

Provide Sulfate Resistant Concrete for all concrete piling and drilled shafts.

Provide equipment at the batch plant for determining the free moisture and/or absorption of aggregates in accordance with applicable TXDOT Test.

Provide the following items for concrete batch inspection in accordance with specifications outlined in DMS-10101, "Computer Equipment":

(1) One Desktop Microcomputer or One Laptop Microcomputer
(2) One Integrated Printer/Scanner/Copier/Fax Unit
(3) Contractor-Furnished Software
(4) Hardware

Air entrain all concrete used in Drilled Shafts.

ITEM 432. Riprap

Provide Class "A" concrete minimum for riprap aprons placed around all box culvert and pipe safety end treatments.

ITEM 462. Concrete Box Culverts and Strom Drains

Provide joints in pre-cast concrete box culverts using any of the methods specified in Item 464, except mortar joints.

Provide pre-cast concrete boxes to expedite traffic handling unless otherwise shown on the plans.

Provide the Area Engineer with the casting schedule of all pre-cast concrete boxes prior to beginning any fabrication.

ITEM 464. Reinforced Concrete Pipe

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer.

ITEM 466. Headwalls and Wingwalls

Do not use pre-cast headwalls/wingwalls.

ITEM 467. Safety End Treatment

All Type II SET's shall have riprap, Class "A" minimum, aprons as shown on the plans. The contractor may submit an alternate precast SET design for approval by the Engineer.

ITEM 471. Frames, Grates, Rings and Covers

All grates will be tack welded to the frames in a manner satisfactory to the Engineer.

ITEM 496. Removing Old Structures

Store the following items to be salvaged at a location designated by the Engineer:

ITEM 502. Barricades, Signs and Traffic Handling

Shadow vehicles equipped with Truck-Mounted Attenuators are required.

A pilot car and radio equipped flaggers shall be required for all undivided roadway locations as directed by the Engineer. The pilot car with necessary flaggers and/or radio equipped flaggers and all signs, equipment, labor and incidentals required for this method of traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

Replace/relocate all regulatory signs removed due to construction operations with a same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replacement sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

ITEM 504. Field Office and Laboratory

For this project a field office will not be required at the project site.

ITEM 506. Temporary Erosion, Sedimentation, and Environmental Controls

Due to the nature of this project, it is unlikely a significant amount of soil will be disturbed. However, if for unforeseen reasons a sediment control fence is needed; it shall be placed as directed by the Engineer.

ITEM 508. Constructing Detours

Flexible Base, prime coat, and Asphaltic Concrete Pavement used for detours shall meet the requirements of Items 247, 310, and 341 respectively, except for measurement and payment.

ITEM 529. Concrete Curb, Gutter and Combined Curb and Gutter

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the Engineer to achieve a uniform color and texture of the finished surface exposed to view.

ITEM 530. Public & Private Driveways

Prime coat shall meet the requirements of Item 310.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the Engineer.

ITEM 531. Sidewalks

Construct ¼-inch thick score joints at a maximum 6-foot spacing and expansion joints at a maximum 30-foot spacing. Construct a joint in the center of the sidewalk if it is over 15-feet

wide. For steel reinforcement, use 6x6-inch spacing with #3 bars or 6x6 – D6 welded wire fabric.

ITEM 538. Right of Way Markers

Right of Way markers will be set under the supervision of a registered public land surveyor.

Existing Right of Way monuments to be reset with proposed Right of Way markers will be referenced to a minimum of three reference points set under the supervision of a registered public land surveyor.

he Contractor will inform the Engineer when all reference points have been installed and allow the TXDOT survey crew to survey the reference points before installing the proposed Right of Way markers.

ITEM 540. Metal Beam Guard Fence

The optional terminal anchor post with the terminal connector will be required as shown on the Metal Beam Guard Fence Standard.

ITEM 542. Removing Metal Beam Guard Fence

Dispose all metal beam guard fence materials unless shown otherwise in the plans.

ITEM 544. Guardrail End Treatments

Label "end treatment type" on backside of unit at time of installation.

ITEM 552. Wire Fence

Contractor is to repair any wire fence that is damaged by the contractor to insure the retention of livestock, if any, in their respective pastures along the project.

ITEM 585. Ride Quality for Pavement Surfaces

Use Surface Test Type "B" for service roads and ramps.

Quality control results shall be submitted to TxDOT the next working day after each day's paving.

Pavement areas with public turnout intersections that carry major traffic volumes will not be subjected to inertial profiler testing. These areas shall be evaluated using the 10-ft. Straightedge.

Diamond grinding shall be used to remove localized roughness.

ITEMS 662 AND 666, Work Zone Pavement Markings and Reflectorized Pavement Markings

All permanent pavement markings and work zone pavement markings for this project under these Items shall be 0.100 inches (100 mil) thick thermoplastic.

Any permanent pavement markings or non-removal work zone pavement markings lacking reflectivity in accordance with test method Tex 828-B, will not be paid for, as per district policy. The roadway will be re-striped at no additional compensation.

Pavement surface preparation for markings and markers will not be paid for directly, but shall be considered subsidiary to Item 666.

Prior to any striping operations, an on-site coordination meeting between all the parties involved will be required to review striping details and requirements to ensure quality work.

The beads used on this project shall meet the requirements of Departmental Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type II beads dropped first.

ITEM 677, Eliminating Existing Pavement Markings and Markers

Asphalt and aggregate types and grades shall be as approved in writing when a surface treatment is used to eliminate existing pavement markings.

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

STANDARD SPECIFICATIONS: Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

- ITEM 100 PREPARING RIGHT OF WAY
- ITEM 104 REMOVING CONCRETE
- ITEM 132 EMBANKMENT
- ITEM 164 SEEDING FOR EROSION CONTROL
- ITEM 166 FERTILIZER
- ITEM 168 VEGETATIVE WATER
- ITEM 216 PROOF ROLLING
- ITEM 247 FLEXIBLE BASE
- ITEM 251 REWORKING BASE COURSES
- ITEM 260 LIME TREATMENT (ROAD MIXED)
- ITEM 300 ASPHALTS, OILS AND EMULSIONS
- ITEM 310 PRIME COAT
- ITEM 340 DENSE GRADED HOT MIX APSHALT (METHOD)
- ITEM 354 PLANING AND TEXTURING PAVEMENT
- ITEM 464 REINFORCED CONCRETE PIPE
- ITEM 465 MANHOLES AND INLETS
- ITEM 496 REMOVING STRUCTURES
- ITEM 500 MOBILIZATION'
- ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
- ITEM 506 TEMPORARY EROSION, SEDIMENTATIONS AND ENVIRONMENTAL CONTROLS
- ITEM 529 CONCRETE CURB, GUTTER AND COMBINED CURB-GUTTER
- ITEM 530 INTERSECTIONS, DRIVEWAYS AND TURNOUTS
- ITEM 556 PIPE UNDERDRAINS
- ITEM 585 RIDE QUALITY FOR PAVEMENT STRUCTURES
- ITEM 666 REFLECTORIZED PAVEMENT MARKINGS
- ITEM 760 CLEANING AND RESHAPING DITCHES
- ITEM 2500 EN-1 ROADBOND

SPECIAL SPECIFICATIONS: Adopted by the Texas Department of Transportation, June 1, 2004 are incorporated into the contract by reference.

SS 3035 BLADE LEVEL-UP

SPECIAL PROVISIONS: Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

- PREPARING RIGHT OF WAY: SP 100-002
- SEEDING FOR EROSION CONTROL: SP 164-002 & 004
- FERTILIZER: SP 166-001
- FLEXIBLE BASE: SP 247-033,036,038,039,040 & 041
- LIME TREATMENT (ROAD MIXED): SP 260-001
- ASPHALTS, OILS AND EMULSIONS: SP 300-008, 016, 020 & 025

- DENSE GRADED HOT MIX APSHALT (METHOD): SP 340-001 & 003
- REINFORCED CONCRETE PIPE: SP 464-003
- MANHOLES AND INLETS: SP 465-001
- MOBILIZATION: SP 500
- BARRICADES, SIGNS AND TRAFFIC HANDLING: SP 502-006 & 033
- TEMPORARY EROSION, SEDIMENTATIONS AND ENVIRONMENTAL CONTROLS: SP 506-010,011,012&013
- REFLECTORIZED PAVEMENT MARKINGS: SP 666-001, 008 & 014

General: The above listed specifications items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above-listed specification items, and including the special provisions listed above, constitute the complete specifications for this project.

All item numbers noted in these plans are the same as those referenced in the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges book (June 1, 2004) and Texas Department of Transportation Website.

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: Corbitt, PE
Print Name: Yara M. Corbitt, PE
Title: President
Telephone Number: 956-971-0289
Date: 11/6/12

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

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)
Texas Cordia Construction, LLC

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.)
3123 S. Sugar Rd., Ste. D

Requester's name and address (optional)

City, state, and ZIP code
Edinburg, TX 78539

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
| 4 | 5 | 2 | 5 | 9 | 0 | 9 | 9 | 0 |

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 ▶ Smith, PE Date ▶ 11/6/12

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.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Texas Cordia Construction, LLC Telephone No. (956) 971-0289

dba Name: Texas Cordia Construction, LLC

Legal Name: Texas Cordia Construction, LLC

Mailing Address : 3123 S. Sugar Rd., Ste D Fax No. (956) 386-0289

Physical Address: 3123 S. Sugar Rd., Ste D

City, State, Zip Edinburg, TX 78539 Tax I.D. No. 45-2590990

Remit to Address : 3123 S. Sugar Rd., Ste. D City, State, Zip Edinburg, TX 78539

E-Mail Address: yara@texascordia.com

Representative(s) Name(s) & Title(s) Yara M. Corbitt, President; Isaac Heredia, Vice-President

Type of Organization (check one): ____ Individual __x__ Partnership ____ Corporation ____ Non-Profit
__x__ 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: Texas Date: June 2011 Other:

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization __x__ Other, Specify Construction

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Yara M. Corbitt, PE

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?: Highway/Heavy Civil Construction Services

Would you like to be provided with specifications for procurements of such products?: ☒ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:____ Entry Date: ____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❐Yes ☑ No

If yes, by whom?: ❐ Texas Building & Procurement Commission ❐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❐ Yes ❐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

Instrument Number: 2012-2357401
As
Recorded On: November 07, 2012 Recording

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INTEREST QUES

** Examined and Charged as Follows: **

Recording	16.00
Total Recording:	16.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2012-2357401
Receipt Number: 1315613
Recorded Date/Time: November 07, 2012 08:11A

User / Station: T Rivera - Cash Station 01

Record and Return To:

TEXAS CORDIA CONSTRUCTION
ORIGINAL RETURNED TO CUSTOMER
EDINBURG TX 78539

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

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

23574G1

1 Name of person who has a business relationship with local governmental entity.

Texas Cordia Construction, LLC (Yara M. Corbitt)

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.

N/A

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.

N/A

4 Y Corbitt, JR Yara M. Corbitt — 11/6/12

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 28th day of December, 20 12.

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit E-L

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

OMB No.: 1215-0149
Expires: 03/31/2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Exhibit E-L

Date _____

I _____ _____
(Name of Signatory Party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE

Exhibit E-L

Contract Time Statement

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE	
TOTALS		0	0	

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1958

Exhibit E-F

General Decision Number: TX120008 01/06/2012 TX8

Superseded General Decision Number: TX20100009

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date

0 01/06/2012

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs.	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	
Front End Loader, 3 CY or less	$ 13.49	
Loader/Backhoe	$ 12.77	
Mechanic	$ 15.47	
Milling Machine	$ 14.64	
Motor Grader Operator, Rough	$ 14.62	
Motor Grader, Fine Grade	$ 16.52	
Scraper	$ 11.07	
Servicer	$ 12.34	
Steel Worker (Reinforcing)	$ 14.07	

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with
Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

Contractor: _____

Contract Amount: _____

Project/Precinct: _____

Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT: - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 — Net % increase(decrease)from original contract price. #DIV/O! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
___10%___ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-C

Estimate Quantity Update Worksheet

Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____

Printed Name:

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Exhibit E-E

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
TOTALS		0	0	

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

Test Report Table

					Contractor Name				
					CSJ#	CSJ#	CSJ#	CSJ#	CSJ#
Material	**Test**	**Description**	**Required**	**Remarks**					
Subgrade	Tex-101-E Part III	Pulverization							
	Tex-113	Moist. Density Curve							
	Tex-115-E	In-place Density							
		Thickness							
		Proof Roll							
Flex Base	Tex-101-E	Preparing Soils and Flex Bases							
	Tex-104-E	Determining Liquid Limit of Soils							
	Tex-105-E	Determining Plastic Limit of Soils							
	Tex-106-E	Calculating the Plasticity Index							
	Tex-107-E	Linear Shrinkage							
	Tex-110-E	Particle Size Analysis							
	Tex-113-E	Moisture Density Relationship of Base Materials(includes Limed)							
	Tex-116-E	Wet Ball Mill Method Tex							
	Tex-117-E	Triaxial Compression for Base Material (includes Limed)							
	Tex-115-E	In-place Density							
		Thickness							
En-1	IAW ASTM 4609								
	Tex-103-E								
	Tex-114-E								
	TexDOT 121 E								
	ASTM D 4546								
	ASTM D 1587								
	Tex115-E								
Hot Mix	Tex-207-F	Determining Density of Compacted Bituminous Mixtures							
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures							
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction							
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method							
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure							
	Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method							
	Tex-207-E	Determining Density of Compacted Bituminous Mixtures							
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures							
	Tex-213-E	Determining Hydrocarbon-Volatile Content of Bituminous Mixtures							
In-Place Density	Texas SDHPT Bullentin C-14								
	ASTM D-2950.76								
	AASHTO T-166								
Lime	Tex-600-J	Lime Testing Procedure		Waive testing if less than 50 Tons from a Pre-Approved Source					
Rcp		Three Edge Bearing Test		1 pipe for each 100 pipe					

Exhibit E-G

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manager

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe 7301 W. Exp. 83 Mission, TX 78572 (956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
Raul Iglesias
Raul Iglesias, Manager

DRAFT

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit E-L

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
Hidalgo County Judge

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Texas Department of Transportation

Your Tax Dollars at Work
Hidalgo County Pct 1

A.C. Cuellar, Jr., Commissioner
Border Colonia Access Program

In Partnership with Texas Department of Transportation

Dimas #2 & #3 Subdivision Paving Projects

Hidalgo County Commissioner's Court

Ramon Garcia	-	County Judge
A.C. Cuellar, Jr.	-	Commissioner Pct #1
Hector "Tito" Palacios	-	Commissioner Pct #2
Joe M. Flores	-	Commissioner Pct #3
Joseph Palacios	-	Commissioner Pct #4

Contractor: _____

Engineer: TEDSI Infrastructure Group Inc.

§ 262.031. CHANGES IN PLANS AND SPECIFICATIONS.

(a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.

(b) If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 104, § 1, eff. May 7, 1993; Acts 1993, 73rd Leg., ch. 891, § 1, eff. June 19, 1993; Acts 1995, 74th Leg., ch. 746, § 4, eff. Aug. 28, 1995.

From: Marcie Jackson
To: Yvette Islas
Cc: Agapito Vargas
Subject: Request Approval of Final Negotiated Contract - Dimas 2 & 3 Subdivision
Date: Wednesday, March 06, 2013 10:38:54 AM

Yvette,

Please submit: Approval of final negotiated contract for Precinct 1 – 3rd Call Border Colonias Project: Dimas 2 & 3 Subdivision (CSJ: 3C1080230)

Contractor: Texas Cordia Construction, LLC

Project Engineer: TEDSI Infrastructure Group Consulting Engineers

Account: 3-1312-431-00-121-230-1-731 & 733

3-1200-431-00-121-230-0-731

Thanks,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program

301 East State

Pharr, TX 78577

Office Tel: 956/787-1891

Fax: 956/787-4683

Cell: 956/460-6364

email: agapito.vargas@co.hidalgo.tx.us

AI-37469 **Closed Session 20. C.**

CC REGULAR

Meeting Date: 03/12/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Hidalgo County vs Roberto Ysaguirre Jr.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/06/2013 10:47 AM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Aida Alvarez Started On: 03/06/2013 09:56 AM

Final Approval Date: 03/08/2013

AI-37474 **Closed Session 20. D.**

CC REGULAR

Meeting Date: 03/12/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Hidalgo County vs Noe Vela-Castillo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/06/2013 10:48 AM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Aida Alvarez Started On: 03/06/2013 10:23 AM

Final Approval Date: 03/08/2013

AI-37526 **Closed Session 20. E.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 1:12-cv-12; Javier Hinojosa v. Jesse Lee Sandlin, et al

BACKGROUND

Atty: Preston Henrichson

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/07/2013 02:30 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Monica Badillo Started On: 03/07/2013 02:18 PM

Final Approval Date: 03/08/2013

AI-37575 **Closed Session 20. F.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-13-0827-F; Jose Alaniz and Rosalinda Alaniz v. County of Hidalgo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/08/2013 02:27 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Monica Badillo Started On: 03/08/2013 01:20 PM

Final Approval Date: 03/08/2013

AI-37578 **Closed Session 20. G.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2013-01317; Benito Gutierrez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/08/2013 02:28 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Monica Badillo Started On: 03/08/2013 01:25 PM

Final Approval Date: 03/08/2013

AI-37546 **Closed Session 20. H.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Beer - Tax Abatement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/08/2013 10:55 AM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: SANDRA DELEON Started On: 03/08/2013 09:34 AM

Final Approval Date: 03/08/2013

AI-37549 **Closed Session 20. I.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Shade - Tax Abatement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/08/2013 10:55 AM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: SANDRA DELEON Started On: 03/08/2013 09:42 AM

Final Approval Date: 03/08/2013

AI-37470 **Open Session 21. C.**

CC REGULAR

Meeting Date: 03/12/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Hidalgo County vs Roberto Ysaguirre Jr.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/06/2013 10:47 AM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Aida Alvarez Started On: 03/06/2013 10:01 AM

Final Approval Date: 03/08/2013

AI-37475 **Open Session 21. D.**

CC REGULAR

Meeting Date: 03/12/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Hidalgo vs Noe Vela-Castillo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/06/2013 10:48 AM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Aida Alvarez Started On: 03/06/2013 10:26 AM

Final Approval Date: 03/08/2013

AI-37527 **Open Session 21. E.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 1:12-cv-12; Javier Hinojosa v. Jesse Lee Sandlin, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/07/2013 02:30 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Monica Badillo Started On: 03/07/2013 02:20 PM

Final Approval Date: 03/08/2013

AI-37576 **Open Session 21. F.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-13-0827-F; Jose Alaniz and Rosalinda Alaniz v. County of Hidalgo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/08/2013 02:28 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Monica Badillo Started On: 03/08/2013 01:21 PM

Final Approval Date: 03/08/2013

AI-37579 **Open Session 21. G.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2013-01317; Benito Gutierrez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/08/2013 02:28 PM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: Monica Badillo Started On: 03/08/2013 01:26 PM

Final Approval Date: 03/08/2013

AI-37548 **Open Session 21. H.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Beer - Tax Abatement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/08/2013 10:55 AM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: SANDRA DELEON Started On: 03/08/2013 09:37 AM

Final Approval Date: 03/08/2013

AI-37553 **Open Session 21. I.**

CC REGULAR

Meeting Date: 03/12/2013

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Shade - Tax Abatement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/08/2013 10:55 AM
Purchasing Department	Angela Garcia	03/08/2013 05:24 PM

Form Started By: SANDRA DELEON Started On: 03/08/2013 09:55 AM

Final Approval Date: 03/08/2013

From: Josephine L. Ramirez
To: "Monica Badillo"
Cc: michael.garza@da.co.hidalgo.tx.us
Subject: RE: MOU - Addendum (AEP cost savings program)
Date: Monday, March 11, 2013 11:59:59 AM

I have reviewed and approve of the MOU addendum

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
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From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Monday, March 11, 2013 11:37 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: michael.garza@da.co.hidalgo.tx.us
Subject: MOU - Addendum (AEP cost savings program)

Hi,
Can you review this? Continuation of cost savings program.
On agenda for tomorrow.
Thanks,

Monica Badillo, Court Administrator
County of Hidalgo Executive Office
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