From:	Martha Salazar
To:	monica badillo
Subject:	Fwd: Depository Final Draft
Date:	Friday, May 03, 2013 3:57:10 PM
Attachments:	Hidalgo County Depository DRAFT 2013.pdf

Ms. Moni:
Please attach this e-mail to the agenda item also.
Thanks,
Marty

From: "Norma G. Garcia" <norma.garcia@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, May 3, 2013 3:25:13 PM
Subject: Depository Final Draft

Dear Steve,

Please take a look at the attached letter that I received from the County Auditor today. I recommend that all questions be answered and/or changes be made as recommended so as to not impede the execution of said contract. I realize that we are on a short time frame but this is urgent as the current contract ends on May 9, 2013.

Thank you.

Norma G. Garcia
Hidalgo County Treasurer
2810 S Bus Hwy 281
Edinburg, Tx 78539-6243
Tel: 956.318.2508
Fax: 956.318.2507
Front Desk: 956.318.2506 X4801
Email: norma.garcia@co.hidalgo.tx.us

AI-38597 **County Judge's Office 6. B.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Karina Cardoza **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Presentation on 2013 South Texas Hurricane Conference

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/03/2013 11:30 AM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Monica Badillo Started On: 05/03/2013 09:34 AM

Final Approval Date: 05/03/2013

AI-38576 **County Judge's Office 6. C.**

CC REGULAR

Meeting Date: 05/07/2013

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

Department: COUNTY JUDGE

Information

CAPTION

Approval to appoint/re-appoint member to the Hidalgo County Housing Authority Board for a two year term.

BACKGROUND

Local Government Code Sec. 392.032. APPOINTMENT OF COMMISSIONERS OF A COUNTY HOUSING AUTHORITY.
Appointment from May 7, 2013 to May 7, 2015- Current term expired May 4th

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Local Government Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/02/2013 02:06 PM
Obdett Calzada	Obdett Calzada	05/03/2013 10:10 AM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: SANDRA DELEON Started On: 05/02/2013 10:59 AM

Final Approval Date: 05/03/2013

LOCAL GOVERNMENT CODE

TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE C. PLANNING AND DEVELOPMENT PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 392. HOUSING AUTHORITIES ESTABLISHED BY MUNICIPALITIES AND COUNTIES

SUBCHAPTER C. COMMISSIONERS AND EMPLOYEES

Sec. 392.032. APPOINTMENT OF COMMISSIONERS OF A COUNTY HOUSING AUTHORITY. (a) Each county housing authority shall be governed by five commissioners. The commissioners court shall appoint five persons to serve as commissioners of the authority. An appointed commissioner of the authority may not be an officer or employee of the county. Appointments made under this section must comply with the requirements of Section 392.0331, if applicable.

(b) A commissioner of the authority may not be an officer or employee of the county.

(c) A certificate of the appointment of a commissioner shall be filed with the county clerk. The certificate is conclusive evidence of the proper appointment of the commissioner.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 1009, Sec. 2, eff. Sept. 1, 1993.

AI-38614 **County Judge's Office 6. D.**

CC REGULAR

Meeting Date: 05/07/2013

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

Department: COUNTY JUDGE

Information

CAPTION

Appointment to the Hidalgo County Subdivision Advisory Board and the Board of Building Line Adjustments.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/03/2013 04:59 PM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: SANDRA DELEON Started On: 05/03/2013 04:30 PM

Final Approval Date: 05/03/2013

AI-38410 **Comm. Court Executive Office 7. C.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: various courts **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: EXECUTIVE OFFICE

Information

CAPTION

Master Court I, II & Child Welfare:
Requesting approval to process payment of the following invoices:

Vendor	Invoice Date	Invoice Amt.
A Sign Language Company (Master Court I)	01/23/12	$403.75
Sign Language Services (Master Court I & II)	08/03/12	$595.00
Sign Language Services (Child Welfare/Child Protection Court)	10/17/2012	$340.00
Sign Language Services (Child Welfare/Child Protection Court)	08/30/12	$340.00

with authority for the County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** See Below

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

BUDGETARY IMPACT:

Available funding as of 05/02/13.

Child Welfare: 3-1100-444-00-360-001-0-831 = $3935.55
Master Court #1: 3-1100-412-00-031-001-0-831 = Pending inter-dept transfer in the amount of $2,000.00 (AI#38575) CC 5/7/2013.
Master Court #2: 3-1100-412-00-032-001-0-831 = $1173.75

Attachments

invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/02/2013 01:25 PM
Obdett Calzada	Obdett Calzada	05/02/2013 04:29 PM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Angela Garcia Started On: 04/24/2013 04:34 PM

Final Approval Date: 05/03/2013

A Sign Language Company

Invoice

A Sign Language Company
2721 Fountain Plaza Blvd Ste A
Edinburg, Texas 78539

Phone # (956) 668-8233 & 956-... aslcom@aol.com
Fax # (956) 878-1618

Invoice #: 8117
Invoice Date: 01/23/2012
Due Date: 01/23/2012
Terms:
Project:
P.O. No.:

Bill To:

4-D Courts
MASTER COURT #1
1615 S. Closner Blvd. Ste D
Edinburg TX 78539
ATTN: DELIA GARZA

Description	Hrs/Qty	Rate	Amount
Interpreting Services Provided by Raquel Taylor - RID Certified - on Jan. 18, 2012 for Fatima Gonzales	4.25	95.00	403.75

3-1100-412.00-031-0010-811

INVOICE RECEIVED BY: _____ ON _____
GOODS/SERVICES RECEIVED BY: _____ ON _____

Please call Raquel Taylor for any questions 956-533-1780 cell or office at 956-668-8233. Thank you.

Please Note: A finance charge of 1.5% per month will be applied to all past due invoices. Any changes to the billing address must be submitted in writing to A Sign Language Co. Thank you for your prompt payment.

Total	$403.75
Payments/Credits	$0.00
Balance Due	$403.75

MC 1+2

SIGN LANGUAGE SERVICES

Amy Hermansen
1409 Rio Grande St
San Juan TX 78589
956-588-8078
FAX 956-720-0832
signlanguageservices@yahoo.com

Invoice# MASTER COURT 1 & 2
Service Date: 8-16/ 8-23 2012
invoice Date: Aug 3, 2012

INVOICE RECEIVED BY: _____ ON _____
GOODS/SERVICES RECEIVED BY: _____ ON _____

SIGN LANGUAGE INTERPRETING SERVICES

MASTER COURT #1
1615 S CLOSNER BLVD
EDINBURG TX 78539
C/O DELIA D GARZA 956-292-7000 EXT 6562

INVOICE	DATE	RATE	HOURS	TOTAL
		COURT		
MASTER CO 1	16-Aug	$85	2	$170
		TRAVEL		
From San Benito Tx		$85.00	2	$170
1 HOUR WAIVED			-1	($85)

$255.00
3-1100-412-00-031-001-0831
POH

I will waive the 2 hour minimum for this appointment because the case was rescheduled for 8-23 due to an error was made in the time of this hearing.

MASTER CO 2	23-Aug	$85	2	$170
		TRAVEL		
From San Benito Tx		$85.00	2	$170

3-1100-412-00-032-001-0-831
No POH

TOTAL	$595

CAROL LINAN COURT CERT #: 0030401020108
Please send check to : Amy Hermansen at above address
UPON YOUR APPROVAL PLEASE FORWARD INVOICE TO HIDALGO CO AUDITORS OFFICES

2-1100-412-00-031-001-0-831

email sent 8/30/12

9-26-12 Angela [redacted] angela.garcia@co.hidalgo.tx.us

CPS

SIGN LANGUAGE SERVICES

Amy Hermansen
1409 Rio Grande St
San Juan TX 78589
956-588-8078
FAX 956-720-0832
signlanguageservices@yahoo.com

Invoice# Court-Nov

11/08/2012 Date of Service
Invoice Date 10/17/2012

SIGN LANGUAGE INTERPRETING SERVICES

Department of Family Protective Services
Delia Valdez CPS Specialist
956-316-8613
Case Number: Rodolfo Garza

INVOICE	DATE	RATE	HOURS	TOTAL
		COURT		
COURT-	24-Jul	$85.00	2	$170
		TRAVEL		
From San Benito Tx		$85.00	2	$170
				$340.00

TOTAL $340.00

CAROL LINAN COURT CERT #: 0030401020108
Please send check to : Amy Hermansen at above address

INVOICE RECEIVED BY: _____ ON _____
GOODS/SERVICES RECEIVED BY: _____ ON _____

3-1100-444-00-360-001-0-831

CPS

SIGN LANGUAGE SERVICES

Amy Hermansen
1409 Rio Grande St
San Juan TX 78589
956-588-8078
FAX 956-720-0832
signlanguageservices@yahoo.com

Invoice# CPS-COURT 8-30

Invoice Date - 8-30-12
Date of Service-8-30-12

SIGN LANGUAGE INTERPRETING SERVICES

Hidalgo County Administation
Esmeralda Sepulveda
CPS Specialist
300 E. Canton Rd, Edinburg, Texas 78539
(956) 316-8606 office
(956) 792-3967 cell

CPS COURT
ALEJANDRO ALVAREDO
CAUSE NO CW-0084-12-A

INVOICE RECEIVED BY: _____ ON _____
GOODS/SERVICES RECEIVED BY: _____ ON _____

INVOICE	DATE	RATE	HOURS	TOTAL
CPS-COURT-8-30	8/30	COURT/$85	2	$170
		TRAVEL	2	$170
				$340

Interpreter: Carol Linan
Certification # #0030401020108
COURT CERTIFIED
TOTAL $340

Please make check payable to : Amy Hermansen

8/4 Angela in purchasing has not received this req. for P.O. Called Esmer and left message & email

10-5-12 left voice message

316-8606

11-1-12 - Spoke w/ Esmeralda - will check into.
11-1-12 Angela - resend. Email - will check

3-7100-444-00-360-0010-831

AI-38604 **Comm. Court Executive Office 7. D.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and action, if applicable of the following:
1. Biometric Electronic Clock Policy
2. Public Accountablility Policy
3. Modified Policy on leave for FLSA Exempt Employees

BACKGROUND

D.A.s Office has prepared docs.

Attachments

draft

draft

draft

legal approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/03/2013 02:29 PM
Olga Garza	Olga Garza	05/03/2013 02:34 PM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Monica Badillo Started On: 05/03/2013 01:31 PM

Final Approval Date: 05/03/2013

HIDALGO COUNTY, TEXAS AMENDED PERSONNEL POLICY BIOMETIC ELECTRONIC CLOCK	Procedure: Page: 1 of 1 Date Authorized: XX/XX/2013 Supersedes:

Biometric Time Clock

The biometric electronic timekeeping system shall become an official basis for recording time worked by Hidalgo County employees. Department Heads/Elected Officials may direct all employees to "clock in" in the morning and "clock out" at the end of the workday. Under certain conditions, when employees are working at an off-site location or attending a training session, seminar or conference with the express written permission of their Department Head/Elected Official, the employee should report time worked to the department timekeeper so that their time worked can be manually entered or modified using one of the approved timekeeping methods.

DRAFT

HIDALGO COUNTY, TEXAS PERSONNEL POLICY PUBLIC ACCOUNTABILITY	Procedure: Page: 1 of 2 Date Authorized: XX/XX/2013 Supersedes:

Public Accountability and Partial Day Deductions

Hidalgo County employees are held to a higher level of responsibility under the public trust which demands effective and efficient use of public funds in order to serve the public interest. The use of public funds should always be in the public interest and not for individual or private gain, and public employees should not be paid for time they do not work that is not otherwise guaranteed to them (such as personal or sick leave). The public interest does not tolerate wasteful and abusive excesses such as padded payrolls or "phantom" employees. Hidalgo County is entrusted with public resources and must be answerable for fiscal responsibly to those who have assigned such responsibilities to them. As such, under the principles of "public accountability," Hidalgo County employees should not be paid for time they do not work, except as otherwise permitted by leave policies.

It is the policy of Hidalgo County to compensate salaried employees for the work they perform in compliance with the Fair Labor Standards Act (FLSA). Employees who are classified as exempt from the overtime provisions of the FLSA are paid bi-weekly and receive a salary which is intended to compensate the employee for all hours worked during the core workweek ("Exempt Employees"). While the salary may be subject to review and modification from time to time, the salary will be a predetermined amount. Nonetheless, under certain circumstances, the salary of an Exempt Employee is subject to deduction as follows:

a. An Exempt Employee who has used all paid leave and is absent during the core workweek for a time greater than [**sixty (60) consecutive minutes]****, shall have his/her salary deducted for the time not worked ("Docked Time"). The deduction calculations are based upon the employee's regular work schedule and rate of pay in effect during the pay period in which the Docked Time occurs.

b. An Exempt Employee may be subject to Docked Time under the following circumstances:

    1. Permission for the use of paid leave has not been sought or has been sought and denied;
    2. Paid leave has been exhausted;
    3. The employee chooses to use leave without pay; or
    4. When the County orders a furlough for budgetary reasons.

DRAFT

c. Hidalgo County prohibits improper deductions from an Exempt Employee's salary. Employees should be aware of this policy and report any improper deductions to the immediate supervisor or to the Payroll Director of Hidalgo County. Reports of improper deductions will be investigated promptly. An Exempt Employee whose salary has been reduced in violation of this policy will be reimbursed. Retaliation against an employee who files a report under this section is prohibited. (*Adopted May ___, 2013).*

**To be determined by Commissioners Court

DRAFT

HIDALGO COUNTY, TEXAS AMENDED PERSONNEL POLICY FLSA NON-COVERED EMPLOYEES	Procedure: Page: 1 of 2 Date Authorized: XX/XX/2013 Supersedes:

This policy, as amended by the direction of the Hidalgo County Commissioners Court, shall apply to all FLSA Non-Covered County Employees and is intended to supersede Civil Service Commission Rules Section 7.60 - 7.62, and Hidalgo County Personnel Manual Section 8.49 – 8.51. This policy does not restrict County departments from establishing other departmental policies and procedures that are not in conflict with this amendment, are consistent with good employment practices and promote equal employment opportunity.

COMPARABLE LEAVE – FLSA NON-COVERED EMPLOYEES

I. An FLSA non-covered employee is one whose job functions are executive, administrative, or professional as defined by the FLSA or who qualifies for the special exemption for employees of political subdivisions. The County of Hidalgo is not required to provide any compensation to Exempt Employees in addition to the employee's regular salary.

II. Fulltime Exempt Employees are eligible to use and accumulate Comparable Leave for hours worked over forty (40) hours in a regular work period, accruable on an hour-for-hour basis. The prior approval of the immediate supervisor is required for the accrual of Comparable Leave.

III. Hours worked in excess of the scheduled number of hours for the regular work period will be calculated on an hour-for-hour basis and accrued as Comparable Leave.

IV. Any Comparable Leave previously recorded before the adoption of this policy shall be limited to no more than 40 hours, and must be used within the first year of implementation of this policy, any hours not used shall be forfeited.

V. Comparable Leave *shall be limited to no more than 40 hours and* must be used within the immediate 12-month period following the end of the work period in which the excess hours were worked. Comparable Leave not used within the 12-month period will be forfeited.

VI. Exempt Employees who retire, resign, or are otherwise separated from employment with Hidalgo County are not eligible to be paid for Comparable Leave at time of separation. An employee's separation date may not be scheduled in order to allow for use of Comparable Leave.

DRAFT

VII. Comparable Leave will ***NOT*** be earned for:

a. Travel and meeting time for conferences, workshops or other meetings where the primary purpose for attending is professional development or continuing education;

b. Work performed during lunch;

c. Standby periods at home.

VIII. Comparable Leave earned in one Hidalgo County department cannot be converted to any other type of leave *(i.e. annual leave*) or transferred to another County department. Comparable Leave cannot be used to replace or reimburse leave previously taken *(i.e. comparable leave must be earned before the date it is used).*

IX. All Comparable Leave requested, approved and earned will be recorded on weekly time sheets. Each supervisor will be responsible for monitoring the recording of Comparable Leave. By signing the weekly timesheets, a supervisor certifies the accuracy of the information as presented.

DRAFT

AI-38503 **Constables 8. A.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Chief Campos **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. #2:
Discussion, consideration and approval to appoint Henry Landin as reserve deputy constable by Constable Martin "Marty" Cantu, Constable Precinct 2 in accordance with Texas Local Government Code 86.012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Reserve Deputy Constables are not compensated from Co. funds; no fiscal impact to Co.

Attachments

Local Government Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/30/2013 01:11 PM
Obdett Calzada	Obdett Calzada	04/30/2013 01:26 PM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Angela Garcia Started On: 04/29/2013 02:15 PM

Final Approval Date: 05/03/2013

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER B. DEPUTIES

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

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

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

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

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

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

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

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

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

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

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) Except as provided by Subsection (c-1), a reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(c-1) If a constable appoints more than one reserve deputy constable, the constable may execute a blanket surety bond to cover the reserve deputy constables. Instead of a reserve deputy constable executing an individual bond under Subsection (c) or the constable executing a blanket surety bond, the county may self-insure against losses that would have been covered by the bond.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 261, Sec. 1, eff. June 17, 2011.

AI-38563 **9. A.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

1. Presentation of recommendations submitted by Hidalgo County Auditor to Ms. Norma G. Garcia, Hidalgo County Treasurer for the previously approved Depository Bank and/or Lockbox Agreement(s)-(through HCCC action of 04-30-13) including, but not limited to action to accept and/or reject all or only some of the recommendations for inclusion in the as yet not executed Depository and/or Lockbox Agreement(s);

2. Approval of signatories for new depository bank;

3. Authorization for County Treasurer to facilitate and coordinate the opening of all new County bank accounts as well as the closing of County bank accounts for auditing purposes.

BACKGROUND

Attachments

email
draft
list

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/02/2013 08:05 AM
Manuel Chapa	Manuel Chapa	05/02/2013 11:34 AM
Auditor's Office	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Fred Zamarripa Started On: 05/01/2013 04:18 PM

Final Approval Date: 05/03/2013

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

May 3, 2013

Honorable Norma G. Garcia, County Treasurer
Hidalgo County Treasurer's Office
2810 South Business Highway 281
Edinburg, Texas 78539

RECEIVED BY
HIDALGO COUNTY TREASURER
2013 MAY 3 PM

Subject: Depository Agreement

Dear Ms. Garcia:

We reviewed the Depository Agreement with Lone Star National Bank approved by Commissioners Court on April 30, 2013. Based on our review, we noted the following issues that were discussed with you in a meeting yesterday, May 2, 2013.

1. The agreement contains blanks in the first paragraph and the second WHEREAS paragraph.

2. The agreement is between the County of Hidalgo, Texas and Lone Star National Bank. However, Sections 1.1, 2.1, and 2.4 make reference to the Drainage District No. 1. We recommend that references to the Drainage District No. 1 be removed from the agreement. The Drainage District No. 1 Board of Directors should enter into a separate agreement with Lone Star National Bank.

3. Section 1.1 states: "County hereby designates, selects and appoints Bank its' County Depository for **County funds, County and District Clerk funds and Drainage District No. 1 funds**." We recommend that this sentence be revised to read: County hereby designates, selects, and appoints Bank its' County Depository for County funds (including Community Service Agency funds, Head Start Program funds, and Urban County funds) and County Clerk and District Clerk registry funds, hereinafter collectively referred to as "County funds" and/or "County accounts."

4. Sections 1.1, 2.3, 4.1, and 4.3 make reference to loans. Please be aware that Article XI, Section 7 of the Texas Constitution, imposes conditions on the creation of debt by the County. Any loan agreements should be reviewed and approved by bond counsel prior to execution.

5. Section 1.2 provides in part: "At least sixty (60) days prior to the second anniversary date of this Agreement, **Bank**, by written notice to County, **may**, in accordance with Local Government Code Section 116.021(b), **establish**, on the basis of negotiations with County, **new interest rates and financial terms** of this Contract that will take effect during the final two years of the Contract **if the new financial terms do not increase the prices to the County by more than ten percent (10%)**."

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.

We recommend that Section 1.2 be revised to make clear that it is the County who may establish new interest rates and financial terms pursuant to Section 116.021(b) of the Local Government Code. In addition, Section 1.2 appears to imply that so long as the new financial terms do not increase the County's costs by more than 10%, the County is obligated to accept the new terms. We recommend that Section 1.2 be revised to make clear that acceptance of new interest rates and financial terms is at the County's discretion.

6. What are "interest bearing transaction accounts" referred to in Section 2.1?

7. Section 2.2 "Pledge of Securities" provides in part that "all County **demand deposits** will be secured and guaranteed by a pledge to County of marketable securities." This implies that only demand deposits – not County time deposits, County Clerk funds, or District Clerk funds – will be collateralized. We recommend that "County demand deposits" be substituted for "County funds as defined in Section 1.1." (See recommendation #3 above for revision to Section 1.1)

8. Section 2.2 provides in part: "(ii) approved in advance by the County Judge." We recommend that approval be made by the County Treasurer instead of the County Judge.

9. The first paragraph of Section 2.2 has the phrase "(hereinafter referred to as "Securities")" after item (ii) instead of item (i).

10. The first paragraph of Section 2.2 makes reference to the County's Investment Policy. However, the Policy is not included as an attachment or exhibit to the agreement.

11. In the second paragraph of Section 2.2, the phrase "demand deposit accounts" should be replaced with "County accounts."

12. Section 2.2, 2.4(g), and 2.4(u) require the Bank to provide to the County information regarding pledged securities. We recommend that the correspondent bank (currently Frost National Bank) provide statements regarding pledged securities directly to the County.

13. Section 2.3 discusses overdrafts. Our understanding of this section is that the bank will provide overdraft coverage up to $1M so long as the County has aggregate funds on deposit to cover the overdraft amounts. If the County does not have sufficient aggregate funds on deposit to cover the overdraft, the Bank will consider providing a loan to the County to cover the overdrafts.

    What happens if the County has aggregate funds available but the overdrafts exceed $1M? Is the overdraft coverage up to $1M when there are sufficient aggregate funds on deposit provided at no cost to the County or is the overdraft coverage provided through a revolving line of credit referred to in Section 4.2.

14. Section 2.4(a) should be revised to read "Service charges on any County accounts are set forth in all attachments and exhibits to this Agreement."

15. Section 2.4(b) should be revised to require that the monthly statement be provided within five (5) days instead of "seven (7) working days." If the bank statement cannot be mailed within five

days, electronic access to the bank statement within five days of the calendar month-end should be provided.

16. Section 2.4(v) makes reference to Schedule 4 and Schedule 5; however, these schedules are not included as attachments or exhibits.

17. What are the "cut-off statements provided weekly and monthly" under Section 2.4(dd).

18. What is the "statement cycle time" referred to under Section 2.4(gg).

19. Section 5.5 states that "the provisions of the Bid shall control." This section should be revised to include exceptions for the following:

    a. The bank's response to Item 8 on Page 3 of the bid (Exhibit B) states that the fee schedule is subject to change. The fees (financial terms) should be fixed for the first two years of the contract. The County may establish, on the basis of negotiations with the Bank, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract.

    b. The bank's response to Item 9 on Page 3 of the bid (Exhibit B) states that the County will not earn interest on any non-certificate of deposit balances. However, certain County funds/grants are required to be deposited in interest bearing accounts.

20. Finally, the banks response to Item 27 of Page 9 of the bid (Exhibit B) gives the County two options for collateralizing the County's funds. Who is authorized to choose an option? At what point will the option need to be made?

Please contact the Purchasing Department or legal counsel in order to incorporate our recommendations into the final executed agreement. If you have any questions, please call me at (956) 318-2511 ext. 4604.

Respectfully,

Raymundo Eufracio, CPA
Hidalgo County Auditor

cc Honorable Ramon Garcia, Hidalgo County Judge
Mr. Sergio Cruz, Budget Officer
Ms. Martha L. Salazar, Purchasing Agent

Auditor/Treasurer 10 accounts

1) Hidalgo County UPL Program Fund
2) Hidalgo County FEMA Program
3) Hidalgo County State Infrastructure Bank Fund #3
4) Hidalgo County General Fund
5) Hidalgo County Special Revenue Fund
6) Hidalgo County Debt Service Fund
7) Hidalgo County Capital Project Fund
8) Hidalgo County Trust & Agency Fund
9) Hidalgo County Proprietary Fund
10) Hidalgo County Payroll Fund

Authorized Signature(s):
Norma G. Garcia
Raymundo Eufracio
Arturo Guajardo Jr.

Adult Probation 2 accounts

1) Hidalgo County Adult Probation Community Supervision
2) Hidalgo County Adult Probation Restitution

Authorized Signature(s):
Arnold K. Patrick
Rodolfo Perez Jr.
Roger Arredondo
Diana G. Solis

Community Service Agency 3 accounts

1) Hidalgo County Community Service Agency General Fund
2) Hidalgo County Community Service Agency Payroll Fund
3) Hidalgo County Community Service Agency Retirement Fund

Authorized Signature(s):
Maribel Navarro Sanez
Ramon Garcia

County Clerk 5 accounts

1) Hidalgo County County Clerk Court Cost
2) Hidalgo County County Clerk Fee Account
3) Hidalgo County County Clerk Special Registry Account
4) Hidalgo County County Clerk Escrow Account
5) Hidalgo County County Clerk Hunting & Fishing Account

Authorized Signature(s):
Arturo Guajardo Jr.

District Attorney 4 accounts

1) Hidalgo County District Attorney Hot Checks

Authorized Signature(s):
Rene Guerra
Homer Vasquez
Eric Schreiber

2) Hidalgo County District Attorney TNCP HB 65 Account
3) Hidalgo County District Attorney HIDTA Task Force
4) Hidalgo County District Attorney HB 65 Account

Authorized Signature(s):
Rene Guerra
Homer Vasquez

District Clerk 4 accounts

1) Hidalgo County District Clerk Fee Account

Authorized Signature(s):
Laura Hinojosa
Nilda Van Hook

2) Hidalgo County District Clerk Jury Script

Authorized Signature(s):
Laura Hinojosa
Norma G. Garcia

3) Hidalgo County District Clerk Child Support Special Registry Fund
4) Hidalgo County District Clerk Special Account Registry Fund

Authorized Signature(s):
Laura Hinojosa
Nilda Van Hook

Drainage District #1 5 accounts

1) Hidalgo County Drainage District #1 Special Revenue Fund
2) Hidalgo County Drainage District #1 General Fund
3) Hidalgo County Drainage District #1 Capital Projects Fund
4) Hidalgo County Drainage District #1 Debt Service Fund
5) Hidalgo County Drainage District #1 Payroll Fund

Authorized Signature(s):
Norma G. Garcia
Lora Briones

Head Start Program 3 accounts

1) Hidalgo County Head Start Program
2) Hidalgo County Head Start U.S.D.A.
3) Hidalgo County Head Start Payroll Account

Authorized Signature(s):
Teresa Flores
Ramon Garcia

Tax Office 3 accounts

1) Hidalgo County Tax A/C General Account
2) Hidalgo County Tax A/C Special Inventory Account

Authorized Signature(s):
Pablo Paul Villarreal Jr.
Neida N. Chavana

3) Hidalgo County Tax A/C Motor Vehicle General Account

Authorized Signature(s):
Pablo Paul Villarreal Jr.
Santos Castilleja III

Urban County 12 accounts

1) Hidalgo County Urban County Program Revolving Loan Account

Authorized Signature(s):
Ramon Garcia
Diana R. Serna
Francisco M. Martinez
Yolanda Chapa

2) Hidalgo County Urban County Program Rio Grand Valley OIC

Authorized Signature(s):
Ramon Garcia
Diana R. Serna
Francisco M. Martinez
Yolanda Chapa

3) Water Development Board Inc.

Authorized Signature(s):
Diana R. Serna

4) Hidalgo County Urban County Program Self Help Initiative
5) Hidalgo County Urban County Program Section 108 Loan Repayment
6) Hidalgo County Urban County Program Conference
7) Hidalgo County Urban County Program Retirement Plan

Authorized Signature(s):
Ramon Garcia
Diana R. Serna
Francisco M. Martinez
Yolanda Chapa

8) Hidalgo County Urban County Program Accounts Payable

Authorized Signature(s):
Norma G. Garcia
Raymundo Eufracio
Arturo Guajardo Jr.

9) Hidalgo County Urban County Program Section 108 Custodial

Authorized Signature(s):
Ramon Garcia
Diana R. Serna
Francisco M. Martinez
Yolanda Chapa

10) Hidalgo/Willacy Housing Finance Co.

Authorized Signature(s):
Hector Palacios
Joseph Palacios
Diana R. Serna

11) Industrial Development Corporation

Authorized Signature(s):
Diana R. Serna

12) Hidalgo County Housing Finance Corporation

Authorized Signature(s):
Hector Palacios
Joseph Palacios
Diana R. Serna

Sheriff Office 6 accounts

1) Hidalgo County Sheriff Office Fee Account

Authorized Signature(s):
Lupe Trevino
Rene Gonzalez

2) Hidalgo County Sheriff Office Jail Commissary Account

Authorized Signature(s):
Lupe Trevino
Daniel Garcia
Rene Gonzalez

3) Hidalgo County Sheriff Office Jail Inmate Account

Authorized Signature(s):
Lupe Trevino
Daniel Garcia
Rene Gonzalez
Adalberto Ruben Hinojosa
Belinda Madrigal

4) Hidalgo County Sheriff Office Trust Account

Authorized Signature(s):
Lupe Trevino
Rene Gonzalez

5) Hidalgo County Sheriff Office Trust "D" Account

Authorized Signature(s):
Lupe Trevino
Daniel Garcia
Rene Gonzalez
Adalberto Ruben Hinojosa
Belinda Madrigal

6) Hidalgo County Sheriff Office Trust "B" Account

Authorized Signature(s):
Lupe Trevino
Daniel Garcia
Rene Gonzalez
Adalberto Ruben Hinojosa
Belinda Madrigal

AI-38502 **Human Resources 10. A.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Pct #3 Rd Maintenance (1200):
1. Requesting approval of salary adjustment for the following full-time position:

Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
0082	Right of Way Agent V	$ 56,162.00	$ 64,349.00	$ 8,187.00

2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 5/2/2013 from Obj code 890.

Attachments

PAR Forms
job description
Fiscal Note
Transfer
Revised Salary Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/30/2013 01:14 PM
Obdett Calzada	Obdett Calzada	05/03/2013 03:16 PM
Rosalinda Cantu	Rosie Cantu	05/03/2013 03:28 PM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Sylvia Rios Started On: 04/29/2013 02:09 PM

Final Approval Date: 05/03/2013

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 26 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Hidalgo County Precinct #3 **DATE:** 12-28-12

CURRENT POSITION TITLE: Right of Way Agent V **CURRENT SLOT. #:** 005-0082

REQUESTED POSITION TITLE: Same
(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: $ 56,162.00 (Current Budgeted Salary) $ 64,349.00 (Proposed Budgeted Salary) $ 8,187.00 (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)

Parity with all Right of Way Agents

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)

Parity

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.	DEPARTMENT HEAD	12-28-12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez for Sylvia Rios HUMAN RESOURCES DIRECTOR	04.29.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	05/03/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

RIGHT OF WAY AGENT V

GRADE: 15

GENERAL DESCRIPTION

Performs advanced (senior-level) land acquisition work; Work involves overseeing acquisitions and disposition of land; May plan, assign, and/or supervise the work of others; Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees the preparation, processing, maintenance, and auditing of contracts, plans, specifications, and billing requests

Oversees the disposal of surplus real property, acquisition of building sites, and maintenance of records

Oversees the review and analysis of legal or technical documents

Develops and interprets policies and procedures, and ensures compliance with applicable state and federal laws

Coordinates work activities between state and federal agencies, utility and title companies, and other entities having an interest in the property

Monitors the removal, adjustment, or relocation of utilities

Researches problems and coordinates solutions

May plan, assign, and/or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Over seven (7) years of experience in land acquisition work; Graduate from an accredited four-year college or university with major course work in real estate, business administration, accounting, or a related field is generally preferred. Two (2) years experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Experience to Right of Way (ROW)

Familiar with TxDot right of way manual

Knowledge of federal guidelines regarding ROW

Knowledge of right-of-way negotiations, relocations, appraisals, acquisitions, and utility industry rules, regulations, and adjustment procedures

Knowledge of real estate laws, methods, principles, procedures, and terminology, and of zoning, appraisal, ownership, transfer, and lease of real property

Ability to research problems, understand legal terminology, negotiate and coordinate solutions, and to plan, assign, and/or supervise the work of others, and audit contracts

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, May 07, 2013** **Agenda Item:** 38502

Summary of request/proposal:
PCT. 3 RD MAINTENANCE (1200):
Approval of the following salary increase:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1200	RIGHT OF WAY AGENT V	0082	113	56,162.00	64,349.00	8,187.00
				56,162.00	64,349.00	8,187.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1200-431-00-123-005-0	113	PCT 3 RD MAINTANENANCE	REG F/T EMPLOYEES	$5,363.90
3-1200-431-00-123-005-0	211	PCT 3 RD MAINTANENANCE	HEALTH INSURANCE	$0.00
3-1200-431-00-123-005-0	212	PCT 3 RD MAINTANENANCE	LIFE INSURANCE	$0.00
3-1200-431-00-123-005-0	220	PCT 3 RD MAINTANENANCE	FICA	$410.34
3-1200-431-00-123-005-0	230	PCT 3 RD MAINTANENANCE	RETIREMENT	$553.55
3-1200-431-00-123-005-0	250	PCT 3 RD MAINTANENANCE	UNEMPLOYMENT COMP	$26.82
3-1200-431-00-123-005-0	260	PCT 3 RD MAINTANENANCE	WORKER'S COMP	$5.36
			2013 Budgetary Impact	$6,359.97

2014 Budgetary Impact: $13,898.34

Possible Funding Sources: WITHIN DEPT- OPERATING

Comments:

Hidalgo Co. Budget Office

2/3/2005

DATE: **May 7, 2013**

2013
Transfer

DEPARTMENT HEAD: **Sergio Cruz**

DEPARTMENT NAME: **Department of Budget & Management for Pct. 3 Road Maintenance**

ACCOUNT NUMBER: **3-1200-431-00-123-005-0-XXX**

Contact Person: Obdett Calzada **Ph#:** (956) 292-7025 Ext. 5419

SUBJECT: **Intradepartmental transfer(s)** (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 Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	Other	113	Reg F/T Employees	5,363.90
890	Other	220	FICA	410.34
890	Other	230	Retirement	553.55
890	Other	250	Unemployment Comp	26.82
890	Other	260	Worker's Comp	5.36
			TOTAL	**6,359.97**

REASON:
To fund the prorated salary and related fringe benefit expenditures for the salary increase for one Right of Way Agent V position, slot #0082.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-123-005-0

AI - 38502

PCT 3 ROAD 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	
0001	113	CHIEF ADMINISTRATOR	$84,357.00	$0.00	$84,357.00	0.03	$2,530.71	$0.00	$86,888.00	$86,888.00	$540.00	$0.00	$0.00	$0.00	$0.00	$87,428.00
0002	113	COORDINATOR	$80,982.00	$0.00	$80,982.00	0.03	$2,429.46	$0.00	$83,411.00	$83,411.00	$1,439.99	$0.00	$0.00	$0.00	$0.00	$84,850.99
0003	113	EXECUTIVE ASST	$62,986.00	$0.00	$62,986.00	0.03	$1,889.58	$0.00	$64,876.00	$64,876.00	$724.39	$0.00	$0.00	$0.00	$0.00	$65,600.39
0004	113	FIELD OPERATIONS DIRECTOR	$60,737.00	$0.00	$60,737.00	0.03	$1,822.11	$0.00	$62,559.00	$62,559.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$63,639.00
0005	113	ASSISTANT FIELD OPERATIONS DIRE	$54,600.00	$0.00	$54,600.00	0.03	$1,638.00	$0.00	$56,238.00	$56,238.00	$593.84	$0.00	$0.00	$0.00	$0.00	$56,831.84
0006	113	ASSISTANT FIELD OPERATIONS DIRE	$51,739.00	$0.00	$51,739.00	0.03	$1,552.17	$0.00	$53,291.00	$53,291.00	$360.00	$0.00	$0.00	$0.00	$0.00	$53,651.00
0007	113	ADMIN AIDE	$45,443.00	$0.00	$45,443.00	0.03	$1,363.29	$0.00	$46,806.00	$46,806.00	$540.00	$0.00	$0.00	$0.00	$0.00	$47,346.00
0008	113	PAVING SUPVSR	$43,363.00	$0.00	$43,363.00	0.03	$1,301.00	$0.00	$44,664.00	$44,664.00	$660.00	$0.00	$0.00	$0.00	$0.00	$45,324.00
0009	113	COMM LIAISON	$41,081.00	$0.00	$41,081.00	0.03	$1,232.43	$0.00	$42,313.00	$42,313.00	$360.00	$0.00	$0.00	$0.00	$0.00	$42,673.00
0010	113	MECHANIC III	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$43,260.00	$780.00	$0.00	$0.00	$0.00	$0.00	$44,040.00
0011	113	MAINTENANCE III	$37,800.00	$0.00	$37,800.00	0.03	$1,134.00	$0.00	$38,934.00	$38,934.00	$660.00	$0.00	$0.00	$0.00	$0.00	$39,594.00
0013	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,608.00
0014	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$35,628.00
0015	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$35,988.00
0016	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$900.00	$0.00	$0.00	$0.00	$0.00	$35,508.00
0017	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$540.00	$0.00	$0.00	$0.00	$0.00	$35,148.00
0018	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$360.00	$0.00	$0.00	$0.00	$0.00	$34,968.00
0019	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$35,688.00
0020	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$720.00	$0.00	$0.00	$0.00	$0.00	$35,328.00
0022	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$360.00	$0.00	$0.00	$0.00	$0.00	$34,968.00
0023	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,960.00
0024	113	SUPERVISOR	$35,700.00	$0.00	$35,700.00	0.03	$1,071.00	$0.00	$36,771.00	$36,771.00	$900.00	$0.00	$0.00	$0.00	$0.00	$37,671.00
0026	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,960.00
0027	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$420.00	$0.00	$0.00	$0.00	$0.00	$33,380.00
0030	113	MECHANIC II	$28,796.00	$0.00	$28,796.00	0.03	$863.88	$0.00	$29,660.00	$29,660.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,660.00
0031	113	INVOICE CLERK	$28,484.00	$0.00	$28,484.00	0.03	$854.52	$0.00	$29,339.00	$29,339.00	$441.37	$0.00	$0.00	$0.00	$0.00	$29,780.37
0032	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$480.00	$0.00	$0.00	$0.00	$0.00	$33,440.00
0033	113	TRUCK DRIVER III	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$420.00	$0.00	$0.00	$0.00	$0.00	$33,380.00
0034	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$780.00	$0.00	$0.00	$0.00	$0.00	$33,740.00
0035	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$780.00	$0.00	$0.00	$0.00	$0.00	$33,740.00
0037	113	MAINTENANCE II	$28,366.00	$0.00	$28,366.00	0.03	$850.98	$0.00	$29,217.00	$29,217.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,217.00
0038	113	MAINTENANCE II	$28,186.00	$0.00	$28,186.00	0.03	$845.58	$0.00	$29,032.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0039	113	TRUCK DRIVER I	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$780.00	$0.00	$0.00	$0.00	$0.00	$35,388.00
0040	113	MAINTENANCE I	$30,000.00	$0.00	$30,000.00	0.03	$900.00	$0.00	$30,900.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0041	113	TRF SA/SPC II	$28,116.00	$0.00	$28,116.00	0.03	$843.48	$0.00	$28,959.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0042	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$900.00	$0.00	$0.00	$0.00	$0.00	$29,740.00
0043	113	HEAVY EQUIPMENT OPERATOR III	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$780.00	$0.00	$0.00	$0.00	$0.00	$29,620.00
0046	113	MAINTENANCE III	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,260.00
0047	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$300.00	$0.00	$0.00	$0.00	$0.00	$33,260.00
0049	113	TRF SA/SPC II	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$540.00	$0.00	$0.00	$0.00	$0.00	$29,380.00
0050	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0051	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$600.00	$0.00	$0.00	$0.00	$0.00	$29,440.00
0053	113	CUSTODIAN	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$660.00	$0.00	$0.00	$0.00	$0.00	$29,500.00
0054	113	HEAVY EQUIPMENT OPERATOR II	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0055	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$360.00	$0.00	$0.00	$0.00	$0.00	$29,200.00
0056	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00

0058	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,260.00
0059	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,260.00
0060	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,140.00
0061	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,140.00
0062	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0063	113	TIRE REPAIR	$30,000.00	$0.00	$30,000.00	0.03	$900.00	$0.00	$30,900.00	$30,900.00	$360.00	$0.00	$0.00	$0.00	$0.00	$31,260.00
0067	113	WELDER	$32,760.00	$0.00	$32,760.00	0.03	$982.80	$0.00	$33,743.00	$33,743.00	$300.00	$0.00	$0.00	$0.00	$0.00	$34,043.00
0072	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,608.00
0074	113	HEAVY EQUIPMENT OPERATOR III	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$840.00	$0.00	$0.00	$0.00	$0.00	$29,680.00
0075	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,608.00
0077	113	HUMAN RESOURCES COORDINATOR	$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
0078	113	MAINTENANCE II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0079	113	ASSISTANT FIELD OPERATIONS DIRE	$51,739.00	$0.00	$51,739.00	0.03	$1,552.17	$0.00	$53,291.00	$53,291.00	$300.00	$0.00	$0.00	$0.00	$0.00	$53,591.00
0080	113	HEAVY EQUIPMENT OPERATOR I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0081	113	HEAVY EQUIPMENT OPERATOR I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
		SALARY INCREASE →						**$8,187.00**	**$64,349.00**							
0082	113	RIGHT OF WAY AGENT V	$54,526.00	$0.00	$54,526.00	0.03	$1,635.78	~~$0.00~~	~~$56,162.00~~	$56,162.00	$0.00	$0.00	$0.00	$0.00	$0.00	$56,162.00
0083	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	$0.00	$0.00	$0.00	$0.00	$0.00	$64,349.00
0084	113	TRUCK DRIVER III	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,960.00
0085	113	EXCAVATOR/HEAVY EQUIPMENT OP	$40,425.00	$0.00	$40,425.00	0.03	$1,212.75	$0.00	$41,638.00	$41,638.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,638.00
0086	113	MAINTENANCE I	$24,880.00	$0.00	$24,880.00	0.03	$746.00	$0.00	$25,626.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0087	113	CLERK III	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$13,160.00	$42,000.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0088	113	CLERK III	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0091	113	MAINTENANCE I	$0.00	$28,000.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
T093	121	OFFICE CLERK	$0.00	$18,720.00	$18,720.00	0	$0.00	$0.00	$18,720.00	$18,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,720.00
T094	121	OFFICE CLERK	$0.00	$18,720.00	$18,720.00	0	$0.00	$0.00	$18,720.00	$18,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,720.00
0095	113	MAINTENANCE I	$0.00	$28,000.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$2,434,741.00	$93,440.00	$2,528,181.00		$73,881.94	$21,347.00	$2,623,410.00	$2,526,266.00	$26,899.60	$0.00	$0.00	$0.00	$0.00	$2,553,165.60

Approval of the above highlighted personnel action(s).
All personnel action(s) pending CC approval.

AI-38603 **Human Resources 10. B.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

County Judge's Office (1100):
1. Approval to change one (1) Executive III position, slot #0007, from regular full time to regular part time work status, budgeted salary $61,800.00 (hrly rate $29.7115), effective 05/07/13.
2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-413-00-110-006-0-113

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

BUDGETARY IMPACT:

Funds budgeted within position from object code 113.

Attachments

fiscal note
transfer
PAR and job dscription
email
revised salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/03/2013 03:09 PM
Rosalinda Cantu	Rosie Cantu	05/03/2013 05:08 PM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Sylvia Rios Started On: 05/03/2013 01:30 PM

Final Approval Date: 05/03/2013

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, May 07, 2013

Agenda Item: 38603

Summary of request/proposal:

County Judge's Office (1100):

Approval to change one (1) Executive III position, slot #0007, from regular full time to regular part-time work status, budgeted salary $ 61,800.00 (hrly rate $29.7115), effective 05/07/13.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	EXECUTIVE ASSISTANT III	0007	114	0.00	61,800.00	61,800.00
			TOTAL	0.00	61,800.00	61,800.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-413-00-110-006-0-	114	CO JUDGE-	REG P/T EMPLOYEES	$40,489.66
3-1100-413-00-110-006-0-	211	CO JUDGE-	HEALTH INSURANCE	$0.00
3-1100-413-00-110-006-0-	212	CO JUDGE-	LIFE INSURANCE	$0.00
3-1100-413-00-110-006-0-	220	CO JUDGE-	FICA	$3,097.46
3-1100-413-00-110-006-0-	230	CO JUDGE-	RETIREMENT	$4,251.41
3-1100-413-00-110-006-0-	250	CO JUDGE-	UNEMPLOYMENT COMP	$202.45
3-1100-413-00-110-006-0-	260	CO JUDGE-	WORKER'S COMP	$20.24
			2013 Budgetary Impact	$48,061.22

2014 Budgetary Impact: $73,356.60

Possible Funding Sources: Pending approval of intradept. Transfer

Comments:

Rate of pay is 29.7115 *30hrs *52 wks
Transfer of funds to correspond with actual salary.

Hidalgo Co. Budget Office

2/3/2005

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: May 3, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for CO JUDGE

ACCOUNT NUMBER: 3-1100-413-00-110-006-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Contact: Rosie Cantu
Ph#: 292-7025 ext 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
113	REGULAR F/T EMPLOYEES	114	Reg Full Time Employee	$ 40,489.66
			TOTAL	**$ 40,489.66**

REASON:

Intradepartmental transfer to fund the prorated salary for one (1) Executive Assistant III position, slot no. 0007 (Co Judge Office). Position is changing from regular full time, object code 113 to regular partime, object code 114. Need to place funds in corresponding object code. Funds for fringe benefit expenditures are in place, do not need to transfer.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED MAY 03 2013 HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: County Judge's Office/110 **DATE:** 5/3/13

CURRENT POSITION TITLE: Executive Assistant III **CURRENT SLOT. #:** 007

REQUESTED POSITION TITLE:
(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: $ 61,800.00 (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ _____ (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 ☑ 29.7115 See attached email. PC

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)

Position being reduced from a permanent full-time position to permanent part-time position. Effective as of 5/7/13.

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

See attached 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)

Position to be changed from full-time (40 hrs a week) to part-time (30 hrs. a week), which is 30 hrs. per week X 52 weeks, a total of 1,560 annual hrs.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	5/3/13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez /ya HUMAN RESOURCES DIRECTOR	05-03-13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	05-03-2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

EXECUTIVE ASSISTANT III

GRADE: 15

GENERAL DESCRIPTION

Performs highly advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high level administrative operations of the County or department. Plan, assign, and/or supervise the work of others; Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides administrative and technical assistance to a County executive

Plans, prepares, or oversees the preparation of periodic and special reports

Interprets policies and procedures and makes administrative decisions

Develops administrative procedures, standards, and methods

Oversees the preparation of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the agency executive on administrative matters within the department or County

Assist the executive with general human resource management actions

Assist in budget preparation

Plan, assign, and/or supervise the work of others

Plan and coordinate special and administrative assignments and programs

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years experience in office administration. Graduation from an accredited four-year college or university with major course work in business administration or a related field is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

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

Zimbra **rosalinda.cantu@co.hidalgo.tx.us**

Fwd: AI-38603

From : Sandra De Leon <sandra.deleon@co.hidalgo.tx.us> Fri, May 03, 2013 04:20 PM

Subject : Fwd: AI-38603

To : Sylvia Rios <sylvia.rios@co.hidalgo.tx.us>

Cc : damaris sanmiguel <damaris.sanmiguel@co.hidalgo.tx.us>, rosalinda cantu <rosalinda.cantu@co.hidalgo.tx.us>, Yolanda Chapa <yolanda.chapa@co.hidalgo.tx.us>

Sylvia,

Per our conversation, on the PAR form, can you please add that the rate of pay will remain the same at $29.7115. She will be working 1,560 annual hours. If you need additional information, please advise.

Sandra C. De Leon
Administrative Assistant
Office of County Judge Ramon Garcia
302 W. University Dr.
Edinburg, Texas 78539
Tel (956) 318-2600 Ext. 5029
Fax (956) 318-2699
sandra.deleon@co.hidalgo.tx.us
www.co.hidalgo.tx.us

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-413-00-110-006-0

AI - 38603

CO JUDGE

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED BASE SALARY	2013 ADJUSTED AMOUNT	2013 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2013 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY JUDGE	$114,660.00	$0.00	$114,660.00	0	$0.00	$0.00	$114,660.00	$114,660.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$122,660.00
0002	113	CHIEF ADMIN	$81,440.00	$0.00	$81,440.00	0.03	$2,443.20	$0.00	$83,883.00	$83,883.00	$0.00	$0.00	$0.00	$3,900.00	$0.00	$87,783.00
0003	113	ASSISTANT CHIEF ADMINISTRATOR	$68,000.00	$0.00	$68,000.00	0.03	$2,040.00	$0.00	$70,040.00	$70,040.00	$0.00	$0.00	$0.00	$0.00	$0.00	$70,040.00
	114	**CHANGE TO PART-TIME WORK STATUS**														
0007	**~~113~~**	**EXECUTIVE ASSISTANT III**	**$60,000.00**	**$0.00**	**$60,000.00**	**0.03**	**$1,800.00**	**$0.00**	**$61,800.00**	**$61,800.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$61,800.00**
0011	113	EXECUTIVE ASST	$48,657.00	$0.00	$48,657.00	0.03	$1,459.71	$0.00	$50,117.00	$50,117.00	$300.00	$0.00	$0.00	$0.00	$0.00	$50,417.00
0012	113	ADMINISTRATIVE ASSISTANT	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$43,260.00	$360.00	$0.00	$0.00	$0.00	$0.00	$43,620.00
0018	113	ADMINISTRATIVE AIDE II	$45,046.00	$0.00	$45,046.00	0.03	$1,351.38	$0.00	$46,397.00	$46,397.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46,397.00
0024	113	ADMINISTRATIVE ASSISTANT	$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
0028	113	EXECUTIVE ASSISTANT III	$58,000.00	$0.00	$58,000.00	0.03	$1,740.00	$0.00	$59,740.00	$59,740.00	$0.00	$0.00	$0.00	$4,000.00	$0.00	$63,740.00
0029	113	ADMINISTRATIVE ASSISTANT III	$35,000.00	$0.00	$35,000.00	0.03	$1,050.00	$0.00	$36,050.00	$36,050.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,050.00
0031	113	EXECUTIVE ASSISTANT II	$50,000.00	$0.00	$50,000.00	0.03	$1,500.00	$0.00	$51,500.00	$51,500.00	$600.00	$0.00	$0.00	$0.00	$0.00	$52,100.00
0032	113	ECONOMIC DEVELOPMENT PLANNER I	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$4,000.00	$0.00	$56,002.00
0033	114	ADMINISTRATIVE AIDE II	$35,000.00	$0.00	$35,000.00	0.03	$1,050.00	$0.00	$36,050.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	113	DIRECTOR, ECONOMIC DEVELOPMENT	$68,000.00	$0.00	$68,000.00	0.03	$2,040.00	$0.00	$70,040.00	$70,040.00	$300.00	$0.00	$0.00	$4,000.00	$0.00	$74,340.00
0036	113	CLERK II	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0037	113	OPERATIONS ADMINISTRATOR	$68,137.00	$0.00	$68,137.00	0.03	$2,044.11	$0.00	$70,181.00	$70,181.00	$0.00	$0.00	$0.00	$0.00	$0.00	$70,181.00
0038	113	MULTI MEDIA COORDINATOR	$60,949.00	$0.00	$60,949.00	0.03	$1,828.47	$0.00	$62,777.00	$57,622.00	$0.00	$0.00	$0.00	$0.00	$0.00	$57,622.00
0039	113	CLERK I	$18,564.00	$0.00	$18,564.00	0.03	$556.92	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0040	113	PUBLIC AFFAIRS SPECIALIST I	$37,109.00	$0.00	$37,109.00	0.03	$1,113.00	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
		TOTAL	**$1,002,702.00**	**$0.00**	**$1,002,702.00**		**$26,640.99**	**$0.00**	**$1,029,343.00**	**$965,835.00**	**$1,560.00**	**$0.00**	**$0.00**	**$23,900.00**	**$0.00**	**$991,295.00**

APPROVAL OF THE ABOVE HIGHLIGHTED ACTIONS.
***PERSONNEL ACTIONS ARE PENDING CC APPROVAL.**

AI-38341 **HIDTA - Task Force 13. A.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Authorization, approval and execution of Service Agreement upgrading the internet service for the Hidalgo County HIDTA Task Force with Time Warner Cable.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1252-412-00-270-012-0-534

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

BUDGETARY IMPACT:

Amount available for requisition# 235347 as of 4-23-13 $194.90 for Time Warner Cable.

Attachments

Time Warner-Service Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/23/2013 09:12 AM
Manuel Chapa	Manuel Chapa	04/26/2013 09:17 AM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Nelda Olivarez Started On: 04/22/2013 10:29 AM

Final Approval Date: 05/03/2013

TIME WARNER CABLE
Business Class

Service Agreement

This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWC**" or "**Operator**") and is effective as of the date last signed below.

Time Warner Cable Information

Time Warner Cable Texas LLC d/b/a Time Warner Cable

Street: 1900 Blue Crest Ln

City: San Antonio

State: TX

Zip Code: 78247

Contact: Rene Pastrano

Telephone: (210) 582-9507 ext:

Facsimile: (210) 579-1096 My FAX #

Customer Information

Customer Name (Exact Legal Name): HIDALGO CNTY TASK FORCE			Federal ID No: *****0717	
Billing Address: PO BOX 5719	Suite:	City: mcallen	State: TX	Zip Code: 78502
Billing Contact Name: NELDA OLIVAREZ	Phone: (956) 381-0444		E-mail: nolivarez@hidtataskforce.us	
Authorized Contact Name: NELDA OLIVAREZ	Phone: (956) 381-0444		E-mail: nolivarez@hidtataskforce.us	

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Texas LLC d/b/a Time Warner Cable	**Authorized Signature for Customer**
By:	By:
Name (printed):	Name (printed): Ramon Garcia
Title:	Title: County Judge
Date:	Date:

TIME WARNER CABLE
Business Class

Special Terms

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then-current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service installation date. Cable television and Work-at-home services are subject to annual price change.

UPGRADING/RENEWING BANDWIDTH ON HSD CONNECTIVITY TO 10MBPS X 2MBPS TO NEW 4 YR TERM
RENEWING ALL OTHER EXISTING SERVICES ON ACCOUNT TO NEW 4 YR TERM

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable	Authorized Signature for Customer
Printed Name and Title	Ramon Garcia, County Judge Printed Name and Title
Date Signed	Date Signed

TIME WARNER CABLE
Business Class

Business Class Customer Service Order

Account Executive: Rene Pastrano
Phone: (210) 582-9507 ext:
Cell Phone:
Fax: (210) 579-1096
Email: rene.pastrano@twcable.com

Business Name	HIDALGO CNTY TASK FORCE	**Customer Type:** Existing Customer
Federal Tax ID	**Tax Exempt Status**	**Tax Exempt Certificate #**
*****0717		
Billing Address		**Account Number**
PO BOX 5719 mcallen TX 78502		
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
NELDA OLIVAREZ	(956) 381-0444	nolivarez@hidtataskforce.us
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
NELDA OLIVAREZ	(956) 381-0444	nolivarez@hidtataskforce.us
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**

New and Revised Services and Monthly Charges At 3100 S US HIGHWAY 281 , EDINBURG TX 78539

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 STATIC IP	1	$10.00	$10.00	48 Months
DNS PARKING	1	$24.95	$24.95	48 Months
ADD'L STANRD MAILBOXES 5	1	$10.00	$10.00	48 Months
10M x 2M HSD - Single Play	1	$149.95	$149.95	48 Months
***Total**			**$194.90**	

*Prices do not include taxes and fees.

AI-38404 **HIDTA - Task Force 13. B.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Requesting approval to process the following claims/invoices with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor:

Vendor Name	Invoice Date	Invoice No.	Amount
South Padre Boat Yard	04/24/2013	5182	$2,448.00

BACKGROUND

Monthly yard storage fees on a seized 36ft Fiberglass Boat Hull (Task Force case no. 2012-170). Monthly fee of $306.00 x 8 months (Sept-2012-April 2013)= $2,448.00

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1252-412-00-270-012-0-441

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

BUDGETARY IMPACT:

Available balance as of 4-26-13 $9,433.75

Attachments

Claim-South Padre Boat Yard

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/25/2013 08:19 AM
Manuel Chapa	Manuel Chapa	05/03/2013 09:21 AM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Nelda Olivarez Started On: 04/24/2013 03:19 PM

Final Approval Date: 05/03/2013

AI-38404 **HIDTA - Task Force**
CC REGULAR
Meeting Date: 05/07/2013
Submitted For: Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA
Department: HIDTA

Information

CAPTION

Requesting approval to process the following claims/invoices with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor: Vendor Name Invoice Date Invoice No. Amount South Padre Boat Yard 04/24/2013 5182 $2,448.00

BACKGROUND

Monthly yard storage fees on a seized 36ft Fiberglass Boat Hull (Task Force case no. 2012-170. Monthly fee of $306.00 x 8 months (Sept-2012-April 2013)= $2,448.00

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1252-412-00-270-012-0-441
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Form Review

Inbox	Reviewed By	Date
	Form Started By: Nelda Olivarez	Started On: 04/24/2013 03:19 PM

South Padre Boat Yard

500 Southpoint Drive
Port Isabel, TX 78578
(956) 943-7928

Invoice

Date	Invoice #
4/24/2013	5182

Bill To

[redacted]

Ship To

P.O. Num...	Terms	Rep	Ship	Via	F.O.B.	Project
4766	Due on receipt		4/24/2013			

Quantity	Item Code	Description	Price Each	Amount
36	YARD ST...	YARD STORAGE (Sept. 2012)	8.50	306.00
36	YARD ST...	YARD STORAGE (Oct. 2012)	8.50	306.00
36	YARD ST...	YARD STORAGE (Nov. 2012)	8.50	306.00
36	YARD ST...	YARD STORAGE (Dec. 2012)	8.50	306.00
36	YARD ST...	YARD STORAGE (Jan. 2013)	8.50	306.00
36	YARD ST...	YARD STORAGE (Feb. 2013)	8.50	306.00
36	YARD ST...	YARD STORAGE (Mar. 2013)	8.50	306.00
36	YARD ST...	YARD STORAGE (Apr. 2013)	8.50	306.00
		State and County	6.25%	0.00

	Total	$2,448.00

AI-38455 **Urban County 14. A.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Lupita V Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Public Hearing regarding the 2013-2014 Hidalgo County Urban County Program's One Year Action Plan and the Five (5) Year Consolidated Plan for Program Years 26-30 (2013-2018).

BACKGROUND

The Annual Action Plan for 2013 is based on a budget of $9,536,563.00. The allocation is as follows:

$7,322.222.00 (CDBG)
$1,585,892.00 (HOME)
$ 628,449.00 (E.S.G.)
$9,536,563.00 TOTAL

A draft copy of the Annual Work Plan was made available for review at the Urban County Program office for a thirty day comment period beginning March 28, 2013 and ending on May 1, 2013. The Five Year Consolidated Plan was also made available for review at the Urban County Program office for a thirty day comment period beginning March 28, 2013 and ending May 1, 2013. All comments received will be noted in the Final Work Plan and Consolidated plan submitted to HUD.

Attachments

Agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/26/2013 08:08 AM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Mary Flores Started On: 04/25/2013 05:47 PM

Final Approval Date: 05/03/2013

HIDALGO URBAN COUNTY PROGRAM
2013 ANNUAL ACTION PLAN
& 5 YEAR CONSOLIDATED STRATEGY PLAN
PUBLIC HEARING NOTICE

In compliance with the Consolidated Plan for Community Planning & Development (CDBG, HOME, ESG), the **Hidalgo County** will conduct a public hearing to solicit input from interested parties on the **County's** needs and priorities for the 2013 Annual Action Plan and the 5-year Consolidated Strategy Plan Urban County Program Years 2013/2014 thru 2017/2018 (26-30).

The overall goals for the Consolidated Plan are to strengthen partnerships with jurisdiction, to extend and strengthen partnerships among all levels of government and the private sector, including profit and nonprofit organizations, to enable them to provide decent housing, to establish and maintain a suitable living environment, and to expand economic opportunities for every citizen, particularly for very low income persons.
The public hearing will be held on **(TUESDAY), (MAY 7, 2013)** at **(9:30 A.M.)** at the following location:

HIDALGO COUNTY COMMISSIONER'S COURT
415 WEST UNIVERSITY DRIVE
EDINBURG, TEXAS 78539

The **County's** anticipated allocation of approximately **($9,536,563.00) Program Year 26** is based on last year's allocation. Listed below is a partial listing of eligible activities.

Public Facilities Needs
- Senior Centers
- Youth Centers
- Neighborhood Facilities
- Parks and Recreation Facilities
- Health Facilities
- Child Care Facilities
- Parking Facilities

Infrastructure Improvement Needs
- Flood Drain Improvements
- Water Improvements
- Sewer Improvements
- Street Improvements

Public Service Needs
- Senior Services
- Handicapped Services
- Youth Services
- Child Care Services

Accessibility

Economic Development Needs
- Technical Assistance

Lead-Based Paint/Hazard Abatement

Code Enforcement

Emergency Shelter Needs

Housing Needs

Community Planning

Program Administration

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en español para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) **(787-8127)**. Written comments can be forwarded to :

DIANA R. SERNA, UCP DIRECTOR
URBAN COUNTY PROGRAM OFFICE
3304 WEST ALBERTA ROAD,
EDINBURG, TEXAS 78539

2013 WORKPLAN NARRATIVES

2013	ALAMO	$ 260,772.00
03J Environmental Assessment	**WATER/SEWER IMPROVEMENTS:** Project consists of the purchase and installation of a new water distribution system to include but not limited to water lines, valves, tees, fire hydrants, casing/bore, engineering fees, geotechnical and material testing fees, advertisements and all related appurtenances as they pertain to project completion. LOCATION: Follows along the south side of SH 495 from Alamo Road to Cesar Chavez Road and along the east side of Cesar Chavez road from SH 495 to approximately 600 feet north of US Expressway 83. CENSUS TRACT: 0219.02 (02 & 04) BENEFICIARIES: 3473	**$230,772.00**
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL) – BOYS & GIRLS CLUB OF ALAMO / SAN JUAN** Expenditures include but not limited to the reimbursement of salaries and fringe benefits of staff providing direct services to the youth 4-18 years of age, and purchase of minor recreational equipment / supplies. Sport programs, fitness, arts/crafts, health and life skills will also be provided. Services will be provided during and after school. Project outcome will develop character and leadership skills. Location of service: 501 N. 13th Street, Alamo, Texas Beneficiaries: 320	**$30,000.00**

2013	ALTON	$260,772.00
21A **Exempt** **58.34(a)(3)**	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: 509 South Alton Blvd, Alton Texas 78573	**$832.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES** Funds will be utilized to provide direct services to the elderly of the community by reimbursing the van driver's salary and fringe benefits who transports the elderly to and from home to medical facilities, delivery of meals to 10+ homes in Alton when the elderly are unable to attend the center, and to pick up seniors at their homes in the morning and drop them off in the afternoon. Location: Senior Center – 289 W Dawes Ave, Alton TX 78573 Census Data: 241.04 & 241.05 Beneficiaries: 50	**$15,000.00**
19F **Exempt** **58.34 (a)(11)**	**NEIGHBORHOOD FACILITY – REPAYMENT OF SECTION 108 LOAN PRINCIPAL** Funds will be utilized to make payment on a section 108 loan for a multi-purpose community facility with community services. Location: 349 West Dawes Ave.; Alton, TX Census Data: 241.04 (02,03) 241.05 (02,03,04) 241.06(01), 241.02 (01) Beneficiaries: 5,235	**$244,940.00**

2013	DONNA	$260,772.00
03K Exempt 58.34 (a) (11)	**STREET IMPROVEMENTS** Project consists of the payment of Certificates of Obligation (bond payment) for street improvements previously completed. LOCATION: City wide project CENSUS DATA: 0221.01 (01,02 & 04), 0221.02 (01-03), 0222.01 (01-02) & 0222.02 (01004) BENEFICIARIES: 14577	$ 245,748.00
05E Exempt 58.34 (a)(4)	**TRANSPORTATION SERVICES- LRGVDC-VALLEY METRO** Project expenditures include the reimbursement of salaries and fringe benefits for bus drivers of the Valley Metro transportation system who provide public transportation services for the residents of the City of Donna. These funds will be utilized as a county-wide project benefit. Location of services: City of Donna Bus Stops; Main office located at 311 N. 15th St, McAllen, TX Beneficiaries: 8096 (LMA)	$ 15,024.00

2013	EDCOUCH	$260,772.00
03k Cat. Subj. to 58.35(a) (1) 8 Step	**STREET IMPROVEMENTS** Project consist of street resurfacing (overlay) and Valley Gutter (concrete) improvements, including but not limited to engineering professional service fees, material testing fees, advertisements and related appurtenances as it pertains to project completion. LOCATION: 1.)Victoria Street - From FM 1015 to Angelita Street 2.) Angelita Street - From Victoria Street to Gonzalez Street 3.) Salazar Street - From SH 107 to Avenida Del Sur Street 4.) Sgt. Cervantes Street - From SH 107 to Avenida Del Sur 5.) Southern Street - From Cochran Street to Ester Street. 6.) Adkins Street - From Montgomery Ave. to Wista Street. (overlays) 7.) Mid-Section (corner) Homer De Leon St. & Gonzalez Street Valley Gutter Location (concrete).City of Edcouch, Hidalgo County, Texas CENSUS DATA: 245.00 (01-03) BENEFICIARIES: 3351	$256,872.00
21A Exempt 58.34 (a)(3)	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: 2011 West Southern Avenue, Edcouch, Texas 78538	$3,900.00

2013	ELSA	$260,772.00
03F Environmental Assessment	**PARKS, RECREATIONAL FACILITIES IMPROVEMENTS** A) Project consists of the purchase and installation of park equipment to include but not limited to playground equipment such as swings, slides, etc. B) Project consists of construction of a basketball court with pavilion and the southeast corner of Modesto Hernandez Park, and the purchase and installation of playground equipment to include engineering, material testing, advertisements and all related appurtenances as they pertain to project completion. LOCATION: A) VFW Memorial Park on FM 88 and 4th Street, & B) Modesto Hernandez Park on FM 88 and South of Mile 17 ½, Elsa, Texas CENSUS DATA: 244.02 (BENEFICIARIES: 2 Facilities	**A) $65,000.00** **B) $ 171,872.00** **C)**
21A Exempt 58.34 (a)(3)	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: 102 S. Diana Street, Elsa, Texas 78543	**$3,900.00**
05 Exempt **58.34 (a) (4)**	**PUBLIC SERVICE (GENERAL) –RGV FOOD BANK** Project expenditures include the reimbursement of expenses for purchased food delivered to the Elsa Housing Food Pantry for distribution to residents of the City of Elsa. Location: Elsa Housing Food Pantry 309 West 3rd Avenue, Elsa TX 78543, RGV Food Bank at 2601 West Zennia Avenue, McAllen, Texas 78502. Beneficiaries: 600	**$10,000.00**
05A Exempt 58.34 (a) (4)	**SENIOR SERVICES- AMIGOS DEL VALLE** Project expenditures include the reimbursement of expenses for delivered meals to ten (12) elderly (62 years or older) residents within the City of Elsa city limits. In addition the project will provide social services such as case management that will entail home visit assessments, information and referred services. Location: 505 N. Hidalgo Street, Elsa, Texas 78543 Beneficiaries: 12	**$10,000.00**

2013	GRANJENO	$260,772.00
21A Exempt 58.34(a)(3)	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: Granjeno City Hall 6603 S. FM 494 Granjeno, Tx 78572	**$3,000.00**
03K Environmental Assessment	**PARKS, RECREATIONAL FACILITIES** Project will consist of the overall development and construction of apark located on .72 acres of land within Granjeno city limits. Project will include the acquisition of approximately .25 acres of land (Property ID 101576, Tract "A") to be utilized towards the parking lot for the proposed park. Development will also include the purchase and installation of approximately 7 solar lights throughout the park premises, landscaping, the installation of a sprinkler system, installation of track around the park perimeter, vented hexagon canopy with electrical outlets, kiosk square single post, basketball court, sand volleyball court, fitness area, construction of a parking lot to include asphaltic lines and handicapped accessibility, purchase and installation of park equipment (to include but not limited to a playscape, swingset, plastic timber, surfacing material, picnic tables, benches, litter receptacles, and other park equipment). Project will also include advertisements, professional service fees, material testing fees, surveying services, and related appurtenances as they pertain to project completion. Location: Future park site - 6607 South FM 494, Granjeno TX 78572 Census Data: 213.01 BG 03 – 74% LMI Beneficiaries: 4,123 persons; 1 Facility	**$257,772.00**

2013	HIDALGO	$260,772.00
16B Cat Excluded Not Subject to 58.36(b)(7)	**NON-RESIDENTIAL – HISTORICAL PRESERVATION** Project consists of the continuation of a 2012 project which includes Phase 4 of 4 which will entail a pre-award agreement, using funding from 2010-2013, for the restoration to its original courthouse state and will be converted into a combination museum, tourist center, and Hidalgo County Heritage Foundation Office, all of which will benefit the low to moderate income residents of the community. Location: Old Hidalgo County Courthouse 610 South 1st Street Hidalgo, Texas 78557 Census Data: 213.01 BG 01& 02 – 71% LMI Beneficiaries: 4,187 Persons; 1 Facility	**$260,772.00**

2013	LA JOYA	$260,772.00
21A **Exempt** **58.34(a)(3)**	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: La Joya City Hall 101 N Leo Avenue, La Joya, Texas 78560	**$2,500.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES (LA JOYA SENIOR CENTER)** 100% Salary reimbursement for senior service employees that include but not limited to a Van Driver, Kitchen Aide, Center Aide I, Center Aide II, and swimming instruction for elderly 62 years of age or older. Additional services will include water aerobics to enhance physical activities. Location: Senior Citizen Center 920 South Leo Ave, La Joya TX 78560 Beneficiaries: 100	**$40,000.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) (LA JOYA YOUTH CENTER)** Funds will be utilized for salaries for the director, staff, and for the purchase of equipment to include but not limited to baseball, soccer, cheer, dance, after school mentorship, swimming lessons and football, arts, and an additional service of crafts benefiting the youth 4-18 years of age within the community of La Joya. Location: Youth Facility – 604 Solomon Chapa, La Joya, Texas 78560 Beneficiaries: 113	**$40,000.00**
03F **Cat. Excluded** **Not Subj. to** **58.36(b)(7)**	**PARK, RECREATIONAL FACILITY IMPROVEMENTS** Funding will be utilized for the purchase of walking trail lighting and other park equipment to include but not limited to slides, monkey bars, swing sets, and other playground equipment for the soon-to-be constructed Military Park. Location: Military Park - S Garza and Military Rd in La Joya TX 78560 Census Data: 242.02 Beneficiaries: 1 Facility	**$49,000.00**
03K **Environmental** **Assessment**	**STREET IMPROVEMENTS** Funding will be utilized for the reconstruction of approximately 1,500 meters of street to include curb and gutter, valley gutter, sidewalks, handicap ramps, storm drain, professional services, material testing, advertisements, and related expenses as they pertain to project completion. Location: 6th – 10th Street (resurfacing from Leo Ave to Reyna-Farias), 9th & 10th Street (curb and gutter from Leo Ave to Reyna Farias) Census Data: 242.02 BG 03 66% LMI Beneficiaries: 1,599	**$129,272.00**

2013	LA VILLA	$ 260,772.00
21A Exempt 58.34 (a) (3)	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: 920 Mike Chapa Street, La Villa, Texas 78562	**$3,000.00**
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL) – RGV FOOD BANK** Project funds shall be used for reimbursement of the purchase of food to be distributed by Iglesia Rosa De Saron who will assist needy families throughout the City of La Villa with distribution of food. Location of service: La Villa Youth Center – 302 West 2nd Street, La Villa, Texas Beneficiaries: 1275	**$15,000.00**
03J Environmental Assessment	**WATER/SEWER IMPROVEMENTS** Project consists of the planning, design and NEW construction of a 100,000 gallon elevated storage tank but not limited to fees and related expenses to include engineering fees, material testing, and advertisements as they relate to project completion. Location: Elevated Storage Tank: E. of Cottonwood Ave. and North of Highway 107, La Villa, Texas Water Treatment Plant: Nogales Avenue and 3rd Street, La Villa, Texas. Census Tract: 0246.00 (02) **BENEFICIARIES**: 1300	**$ 242,772.00**

2013	MERCEDES	$ 260,772.00
03K Exempt 58.34 (a) (11)	**STREET IMPROVEMENTS** – Bond Payment – Project consists of the payment of a Bond for the previous construction of streets throughout the city. CENSUS TRACT: 229.00 (1-4), 230.00 (1,2,4) 231.01 (1-3) 231.02 (1-2) BENEFICIARIES: 13870	**$144,811.00**
21A Exempt 58.34 (a) (3)	**GENERAL PROGRAM ADMINISTRATION-** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. LOCATION: 400 S. Ohio Street, Mercedes, Texas 78570	**$1,800.00**
03O	**FIRE STATION EQUIPMENT** Project consists of the purchase of firefighting equipment for the fire suppressions team such as but not limited to rescue equipment (cutters, spreaders, ram bar and power unit), 3- dual band base stations, and up to 10 dual band mobile radios. CENSUS TRACT: 0229.00 (01-05), 0230.00 (01-04), 0231.02 (01-02) AND 0231.01 (01-03) LOCATION: 323 South Ohio Avenue, Mercedes, Texas . BENEFICIARIES: 1093	**$67,161.00**
05 Cat. Excl. Not Subj. to: 58.35 (b) (3)	**PUBLIC SERVICES (GENERAL) Library** Project consists of the purchase of minor equipment, furnishings and/or supplies for the library to assist with providing services but not limited to the reference area for Mercedes residents. CENSUS TRACT:229.00(1-4),230.00(1,2,4)231.01(1-3)231.02(1-2) Location: 410 S. Ohio Street, Mercedes, Texas BENEFICIARIES: 13870	**$12,000.00**
05A Exempt 58.34 (a) (4)	**SENIOR SERVICES- Amigos Del Valle** Project expenditures include but not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the city of Mercedes. Location of service: Senior Center – 332 E. 5th Street, Mercedes, TX; citywide deliveries. Beneficiaries: 12	**$10,000.00**
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICE (GENERAL)** **- Mercedes Recreational Center** Project expenditures include the reimbursement for the purchase of recreational equipment/ supplies for the youth recreational center activities and programs for the youth as listed but not limited to recreational equipment, game room equipment, computer room equipment and sports equipment for the growth and development of youth 4-18 years of age in the city of Mercedes. Location of service: Mercedes Recreational Center – 701 Mathis Avenue, Mercedes, TX Beneficiaries: 300	**$7,500.00**
05A Exempt 58.34 (a) (4)	**SENIOR SERVICES- Senior Community Outreach Program** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled within the city of Mercedes. Location of service: Main office – 840 W. Austin Ave, Alamo, TX; and City limits of Mercedes. Beneficiares: 27	**$7,500.00**

2013	MERCEDES	(Continued)
05N **Exempt** **58.34 (A)(4)**	**ABUSED & NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER** Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc who provide direct services to the youth of the city of Mercedes. Location of services: CAC office – 525 W. Wisconsin Rd, Edinburg, TX Beneficiaries: 62	**$10,000.00**

2013	PALMHURST	$0.00
	NO WORKPLAN SUBMITTED Funds will be forfeited to Urban County Program Common Fund	

2013	PALMVIEW	$260,772.00
21A **Exempt** **58.34 (a)(3)**	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: Palmview City Hall, 400 W. Veterans Blvd. Palmview, TX	**$3,500.00**
03K **Environmental** **Assessment**	**STREET IMPROVEMENTS** Multi-year funded project utilizing surplus funds from 2010 & 2011. Project consists of construction on South La Homa Road for the purpose of opening South La Homa Road to connect to Business Hwy 83. Project will consist of construction, land acquisition, material testing fees, professional service fees, and related appurtenances as they pertain to project completion. Location: South La Homa and Business 83 in Palmview, Texas Census Data: 202.02 BG 02 81.5% LMA Beneficiaries: 1,718	**$257,272.00**

2013	PEÑITAS	$260,772.00
21A **Exempt** **58.34(a)(3)**	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: Peñitas City Hall, South FM 1427, Peñitas, TX	**$3,900.00**
03F **Cat. Excluded Not Subject to 58.36 (b) (7)**	**PARKS, RECREATIONAL FACILITIES** Multi-Year funded project. Project will consist of 3 additional water features for the splash pad, two sitting areas with benches/bleachers and canopies, drainage improvements to handle the water runoff from the Splash Pad installation, necessary expenses such as advertising fees, professional fees, testing fees, and other related appurtenances as they pertain to project completion. Location: Veterans Memorial Park – South FM 1427 (Main Street) Penitas, TX 78576 Census Data: 242.02 (01,02,04) 62% LMI Beneficiaries: 1 Facility	**$60,000.00**
03K **Environmental Assessment**	**STREET IMPROVEMENTS** Project will consist of new construction of Penitas Avenue and Pike Avenue (approximately 1,350 LF.) in El Rio Subdivision to include the base and asphaltic surface and other necessary appurtenances such as drainage lines and inlets, sidewalks, water line replacement with hydrants, professional services, testing fees, and advertisement fees as they pertain to project completion in the surrounding and abutting areas. See attached engineering estimate. Location: Penitas Avenue and Pike Avenue are located in El Rio Subdivision in Penitas, Texas 78576 Census Data: 242.02 (02) Beneficiaries: 2,666 89% LMI	**$196,872.00**

2013	PROGRESO	$260,772.00
03K Environmental Assessment 58.36 8 step Zone B	**STREET IMPROVEMENTS** Project consists of the new construction of streets including but not limited to adjacent/abutting streets within the same general vicinity to include paving and all related appurtenances such as engineering, testing services, advertisements as it pertains to project completion. Baker Drive (from FM 1015 to Catarina Street) 2) Baker Drive (from Arroyo Street to Gonzalez Road, & 3) Miracle Road (from Catarina Road to end of road going west) LOCATION: Two portions of Baker Road and one of Miracle Road. CENSUS DATA: 228 (2-3) BENEFICIARIES: 4865	**$ 220,772.00**
03F	**PARKS, RECREATIONAL FACILITY IMP.** Project consists of the purchase and installation of playground equipment to include all related engineering fees, material testing fees, and advertisements as they pertain to project completion. LOCATION: Progreso City Park. CENSUS DATA: 0228.00 (01-03) BENEFICIARIES:1 FACILITY	**$ 40,000.00**

2013	PROGRESO LAKES	
	NO WORKPLAN SUBMITTED Funds will be forfeited to Urban County Program Common Funds.	**$0.00**

2013	SAN JUAN	$288,636.00
21A Exempt 58.34(a)(3)	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: San Juan City Hall-709 S Nebraska Ave, San Juan, TX 78589	$3,200.00
03K Environmental Assessment	**STREET IMPROVEMENTS** This project entails the lowering of a canal crossing and construction of street widening section to 41 feet from back of curb to back of curb including sidewalks. The adjacent drain ditch will remain as is and the irrigation canal will have 10 foot x 10 food boxes serving as a siphon. The road width will be consistent with the future road improvements planned for Sioux Road. Location: Approximately 1,320 feet east of Raul Longoria Road on the south side of Sioux Road Census Data: 218.01 BG 01,02 Beneficiaries: 10,389 LMI 61.50%	$253,936.00
05A Exempt 58.34(a)(4)	**SENIOR SERVICES - SENIOR COMMUNITY OUTREACH SERVICES** Project expenditures include but not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older) chronically and terminally ill or disabled. Location: Main Senior Community Outreach Office – 840 W. Austin Ave Alamo, TX. Beneficiaries: 39 Elderly	$4,000.00
05A Exempt 58.34(a)(4)	**SENIOR SERVICES – AMIGOS DEL VALLE** Project expenditures include but not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the city of San Juan. Nutritional Health Education will be a new service provided by staff. Location of service: San Juan Nutrition Center/Senior Center – 600 W. 1st Street, San Juan, TX; citywide deliveries. Beneficiaries: 12 Elderly	$10,000.00
05 Exempt 58.34(a)(4)	**PUBLIC SERVICES (GENERAL) - BOYS & GIRLS CLUB OF ALAMO/SAN JUAN** Project funds will be utilized for the reimbursement of salaries and fringe benefits for staff who provide direct services to the youth 4-18 years of age; and to include, but not limited to the purchase of recreational equipment/supplies. The additional service of volleyball programs will be offered to members. Location: Alamo Unit – 501 N. 13th Street, Alamo, TX; and Soresen Elementary – 715 South Standard, San Juan, TX Beneficiaries: 192 Youth	$10,000.00
05N Exempt 58.34(a)(4)	**ABUSED & NEGLECTED CHILDREN – CASA OF HIDALGO COUNTY** Project funds will be utilized for the reimbursement of Court appointed advocates salaries and fringe benefits who provide assistance to the child victim and counseling to children and the family, and supervise child visitations throughout the city of San Juan. Location: CASA Office – 1001 S. 10th Avenue, Edinburg, TX and throughout Hidalgo County Beneficiaries: 70	$7,500.00

2013	SULLIVAN CITY	$260,772.00
21A **Exempt** **58.34(a)(3)**	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: Sullivan City Hall – 500 Cenizo Sullivan City, Texas 78595	**$3,000.00**
03K **Environmental Assessment**	**STREET IMPROVEMENTS (STREET LIGHTING)** Project will consist of the purchase and installation of approximately 18 solar street lights to include but not limited to professional services, material testing fees, and advertisements as they pertain to project completion and to the abutting and surrounding streets. Location: Cenizo Street (aka Cemetery Road), Guadalupe Flores Road (on Escandon St, Alamo St, and Olmo St), El Pinto Road (Exp 83 to Benavides Elem), Obregon Street, and Paloma Street in Sullivan City, TX Census Data: 242.01 BG 02 & 03 Beneficiaries: 2,071	**$157,900.00**
03F **CE subject to 58.35(a)(1)**	**PARKS, RECREATIONAL FACILITIES** Project will consist of the purchase and installation of approximately four LED lights for the park and will also include the purchase of playground equipment such as a playscape set, swing set, park benches, an picnic tables, to include advertisement fees and related appurtenances as they pertain to project completion. Location: Sullivan City Memorial Park, 500 Cenizo Street (aka Cemetary Road) in Sullivan City, Texas 78595 Census Data: 242.01 BG 02 Beneficiaries: 1 Facility	**$86,872.00**
05E **Exempt** **58.34(a)(4)**	**TRANSPORTATION SERVICES – LRGVDC RIO METRO** Project expenditures will be for the reimbursement of salaries and fringe benefits for bus drivers providing transportation services to low income within Hidalgo County and the Sullivan City area. Location of services: Sullivan City area; Lower Rio Grande Valley Development Council Office located at 311 N. 15th St McAllen, TX. Census Data: 242.01 BG 02 & 03 Beneficiaries: 2,071	**$10,000.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) -LA JOYA YOUTH CENTER** Project expenditures will be utilized to for the reimbursement of salaries and fringe benefits for the recreational leaders at the La Joya Youth Center, who provide youth services for the Sullivan City Youth 4-18 years of age. Will also include the purchase of sports equipment such as, but not limited to baseball bats, baseballs, basketballs, footballs, and uniforms required by regulations of the sport/league to be worn during game time. Location of Services: La Joya Youth Center – 604 Salomon Chapa La Joya, TX 78560 Beneficiaries: 20 Youths	**$3,000.00**

2013	WESLACO	$288,636.00
21A **Exempt 58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. LOCATION: 255 S. Kansas Street.; Weslaco, TX	**$5,202.00**
03J **Environmental Assessment**	**WATER/SEWER IMPROVEMENTS** Project consists of the of the installation of water lines and sewer lines and related street resurfacing improvements to include but not limited to engineering advertisements and material testing as it pertains to project completion. All lines will be installed in the alleys between main roads of Calle Del Cedro, Calle Del Pino Missouri Avenue and Texas Blvd. **LOCATION:** 1) Alley: between Calle del Cedro and Calle del Pino from Railroad to Los Torritos St. 2) Alley between Calle del Pino and Missouri between Rail Road to Los Torritos 3) Alley between Texas and Missouri Avenue from First St. to Los Toritos **CENSUS TRACK:** 224.00 (01-03) **BENEFICIARIES:** 3097	**$ 264,934.00**
05 Exempt	**PUBLIC SERVICE (GENERAL) –Library** Project consists of the purchase of minor equipment, furnishings shelving and related fixtures and/or supplies for the library to assist in providing services but not limited to the reference area for Weslaco residents. **LOCATION:** Weslaco Public Library 515 Kansas Ave. **CENSUS TRACK:** 0223.00 (05) 0224 (01-03) 0225.01 (02) 0225.02 (01 & 03) 0226.00 (01 & 02) 0227.01 (01) 0227.02 (01) 0229.00 (05) 0231.01 (03) **BENEFICIARIES**: 1 Public Fac.	**$15,000.00**
05A	**SENIOR SERVICES – FOSTER GRANDPARENT PROGRAM** Project expenditures include reimbursement of salaries (stipends) and mileage for senior (62 +) volunteers who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training to the youth of the Weslaco city limits & boundaries. Location of service: Main Office – 311 N. 15th Street, McAllen, TX, Weslaco I Head Start location 310 N. Kansas Street,. Weslaco II Head Start location: 3030 N. Texas Blvd. and Margo Elementary school located at 1701 S. Bridge Street, Weslaco, Texas. Beneficiaries: 4	**$ 3,500.00**

2013	PRECINCT NO. 1	$438,220.00
03K Environmental Assessment 8 step process	**STREET IMPROVEMENTS** Project consists of the reconstruction of the Old La Blanca Road North of Mile 9 N to Mile 12 North, to include but not limited to engineering, material testing, paving, drainage, advertisements and any other related appurtenances as it may pertain to the project's completion. LOCATION: Old La Blanca Road from Mile 9 North to Mile 12 North, Donna, TX CENSUS TRACT: 221.01(4), 222.01 (01) BENEFICIARIES: 3642	$249,220.00
21A Exempt 58.34(a)(3)	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. LOCATION: 1902 Joe Stephens Ave., Weslaco, TX 78596	$5,000.00
05 Exempt 58.34 (A)(4)	**PUBLIC SERVICES (GENERAL) – LA UNION DEL PUEBLO ENTERO** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as outreach specialist and stipends to instructors of GED, ESL and citizenship preparation classes. Outreach will include the distribute information about the various programs and services offered by LUPE, conduct community meetings and provide leadership training for community residents within the Precinct No. 1 boundaries. Location of service: Office location 1225 N FM 491 – Mercedes, TX & 7766 Mile 16 N – Edcouch, Texas TX Beneficiaries: 95	$10,000.00
05 Exempt 58.34 (A)(4)	**PUBLIC SERVICES (GENERAL)- GIRL SCOUTS OF GREATER SOUTH TEXAS.** Project expenditures include reimbursement of membership fees, salaries, fringe benefits and mileage for staff providing direct services to the youth girls 4-18 years of age within the Precinct No. 1 boundaries Location of Services: Elementary Schools within Precinct No. 1 Boundaries. Beneficiaries:	$4,000.00
05B Exempt 58.34 (A)(4)	**HANDICAPPED SERVICES – CAMP UNIVERSITY** Project expenditures include the reimbursement of salaries and fringe benefits for staff providing a direct service to the disabled young adults in County of Hidalgo boundaries (county wide) Location of service: Main Office: 1400 N. 10th St, McAllen, TX 78502 Beneficiaries: 4	$6,500.00

2013	PRECINCT NO. 1	Continuation
05 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICES (GENERAL) – OPEN HANDS COMMUNITY CHARITABLE SERVICES** Project expenditures include the reimbursement of the purchase of food for low-income families from the RGV Food Bank for the Open Hands agency and will also include a new service the purchase and distribution of shoes for low-income children residing within the Precinct No. 1 boundaries. Location of services: 301 S. 17th Street, Donna, Texas Beneficiaries: 1812	**$17,500.00**
05M **Exempt** **58.34 (A)(4)**	**HEALTH SERVICES – EASTER SEALS RIO GRANDE VALLEY** Project expenditures include but not limited to the reimbursement of outpatient rehabilitation services; such as physical, occupational and speech-language therapy to uninsured adults and children residing in the Pct 1 area. Location of service: 1217 Houston Street, McAllen, Texas Beneficiaries: 10	**$8,000.00**
05 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICES (GENERAL) – MERCEDES RECREATIONAL CENTER** Project expenditures include reimbursement for the purchase of recreational equipment/supplies for the youth 4-18 years of age in the Precinct No. 1 boundaries. Location of service: Mercedes Recreational Center – 701 Mathis Avenue, Mercedes, TX Beneficiaries:750	**$8,000.00**
05 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICES (GENERAL) – BOYS & GIRLS CLUB OF ALAMO / SAN JUAN** Project expenditures include reimbursement of salaries and fringe benefits for staff providing direct services to the youth 4-18 years of age, and purchase of minor recreational equipment / supplies for the youth within the Precinct No. 1 boundaries. Location of service: 501 N. 13th Street, Alamo, Texas 78516 Beneficiaries: 150	**$8,000.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) – BOYS & GIRLS CLUB OF EDINBURG (Hargil)** Project expenditures include reimbursement of salaries and fringe benefits for staff providing direct services such as program coordinator(s), program leader(s) to include the purchase of recreational equipment/ supplies for the youth 4-18 years of age within the Precinct No. 1 boundaries. Location of service: Hargill Elementary 4th & Wilson St, Hargil, TX 78549 Beneficiaries: 75	**$8,000.00**
05A **Exempt** **58.34 (A)(4)**	**SENIOR SERVICES – AMIGOS DEL VALLE** Project expenditures include but not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the Precinct No. 1 boundaries. Location of Services: 1116 N. Conway Avenue, Mission, Texas Beneficiaries: 12	**$8,000.00**

2013	PRECINCT NO. 1	Continuation
05A **Exempt** **58.34 (A)(4)**	**SENIOR SERVICES – FOSTER GRANDPARENT PROGRAM** Project expenditures include reimbursement of salaries (stipends) and mileage for senior volunteers who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training to the youth of the Precinct No. 1 boundaries. Location of services: Margo Elementary – 1701 S. Bridge Street, Weslaco, TX; Weslaco Head Start I – 310 S. Kansas, Weslaco, TX; Memorial Elementary – 910 W. 18th Street, Weslaco, TX; Weslaco Head Start III – Mile 6 ½ & Exp. 83, Weslaco, TX; and other sites as designated Beneficiaries:11	**6,000.00**
05A **Exempt** **58.34 (A)(4)**	**SENIOR SERVICES – SENIOR COMMUNITY OUTREACH SERVICES** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled within the Precinct No. 1 boundaries. Location of services: Main office – 840 W. Austin Ave, Alamo, TX; and surrounding Pct 1 area. Beneficiaries: 12	**$8,000.00**
05E **Exempt** **58.34 (A)(4)**	**TRANSPORTATION SERVICES – VALLEY METRO PUBLIC TRANSPORTATION** Project expenditures will be for the reimbursement of salaries and fringe benefits for bus drivers providing transportation services to low income within Hidalgo County area. Location of services: Pct 1 area; 311 N. 15th St, McAllen, TX Beneficiaries: 16,940 (LMA) County wide project.	**$21,000.00**
05G **Exempt** **58.34 (A)(4)**	**BATTERED & ABUSED SPOUSES – MUJERES UNIDAS** Project expenditures include but not limited to the reimbursement of salaries for staff providing direct services such as Intake clerk/receptionist, etc. Intake receptionist will answer hotline, conduct initial intake, and screen victims. Funds will provide shelter and crisis intervention services for victims of family violence and sexual assault. Location of services: Weslaco Satellite Center – 111 E. 5th Street, Weslaco, TX Beneficiaries: 350	**$8,000.00**
05M **Exempt** **58.34 (A)(4)**	**HEALTH SERVICES – NUESTRA CLINICA DEL VALLE** Project expenditures include reimbursement of dental services, support services of pharmacy, radiology, and laboratory, sub-specialty referral, and other related medical services to children and adults in the Precinct No. 1 area. Location of service: Nuestra Clinica Del Valle – 1200 E. Santa Rosa, Edcouch, TX Beneficiaries: 125	**$8,000.00**

2013	PRECINCT NO. 1	Continuation
05N Exempt 58.34 (A)(4)	**ABUSED & NEGLECTED CHILDREN – CASA OF HIDALGO COUNTY** Project expenditures include reimbursement of salaries and fringe benefits for staff and volunteers providing direct services to the youth. Will also include reimbursement of mileage for volunteers providing direct services to the youth of Hidalgo County. County wide project. Location of services: CASA office – 1001 S. 10th Avenue, Edinburg, TX and throughout Hidalgo County Beneficiaries: 120	**$8,000.00**
05N Exempt 58.34 (A)(4)	**ABUSED & NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER** Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc who provide direct services to the youth of Hidalgo County. Location of services: CAC office – 525 W. Wisconsin Rd, Edinburg, TX 78539 Beneficiaries: 218	**$25,000.00**
05 Exempt 58.34 (A)(4)	**PUBLIC SERVICE (GENERAL) RGV FOOD BANK- (LA VILLA ROSA DE SARRON FOOD PANTRY UNIT)** Project funds shall be used for reimbursement of the purchase of food to be distributed by Iglesia Rosa De Saron who will assist needy families throughout the City of La Villa with distribution of food. Location of service: La Villa Youth Center – 302 West 2nd Street, La Villa, Texas & RGV Food Bank at 2601 West Zennia Avenue, McAllen, Texas 78502. Beneficiaries: 500	**$8,500.00**
05 Exempt 58.34 (A)(4)	**PUBLIC SERVICE (GENERAL) RGV FOOD BANK- (ELSA FOOD PANTRY UNIT)** Project expenditures include the reimbursement of expenses for purchased food delivered to the Elsa Housing Food Pantry for distribution to residents of the City of Elsa. Location: Elsa Housing Food Pantry 309 West 3rd Avenue, Elsa TX 78543, RGV Food Bank at 2601 West Zennia Avenue, McAllen, Texas 78502. Beneficiaries: 600 Location of service:	**$8,500.00**
O5 Exempt 58.34 (A)(4)	**PUBLIC SERVICES (GENERAL) – AVANCE** Project expenditures include the reimbursement of salaries and fringe benefits for Parent Educator/Toy Instructor, Home Educator, Early Childhood Educators, and purchase of minor supplies for the Toy Making Program for at least 15 families within the Precinct No. 1 area. Beneficiaries: 60 people Location Of Service: Mc Allen, Texas- services provided in Pct. #1.	**$5,000.00**

2013	PRECINCT NO. 2	$438,022.00
03K Environmental Assessment 58.36 **8-Step required**	**STREET IMPROVEMENTS** Projects will consist of the purchase and installation of solar lights. Location: El Gato Subdivision, Little Mexico Subdivision, White Wing Subdvision, and Road Runner Subdivision. BENEFICIARIES: 20,014	$300,022.00
21A Exempt 58.34(a)(3)	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. LOCATION: 304 E. State, Pharr, TX	$5,000.00
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL) – LA UNION DEL PUEBLO ENTERO** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as outreach specialist and stipends to instructors of GED, ESL and citizenship preparation classes. Outreach will include the distribute information about the various programs and services offered by LUPE, conduct community meetings and provide leadership training for community residents within the Precinct No. 1 boundaries. Location of service: 1601 E. Business HWY 83, San Juan, TX Beneficiaries: 68	$9,698.00
05A Exempt 58.34 (a)(4)	**SENIOR SERVICES – AMIGOS DEL VALLE** Project expenditures include but not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the Precinct No. 2 boundaries Location of service: Senior Center – 600 W. 1st Street, San Juan, TX; 1116 N Conway, Mission, Tx. And Pct 2 deliveries Beneficiaries: 12	$8,000.00
05A Exempt 58.34 (a)(4)	**SENIOR SERVICES – FOSTER GRANDPARENT PROGRAM** Project expenditures include reimbursement of salaries (stipends) and mileage for senior volunteers who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training to the youth of the Precinct No. 2 boundaries. Location of service: Main Office – 311 N. 15th Street, McAllen, TX, surrounding areas of Pct 2. Beneficiaries: 5	$3,500.00

2013	PRECINCT NO. 2	(continued)
05A Exempt 58.34 (a)(4)	**SENIOR SERVICES – SENIOR COMMUNITY OUTREACH SERVICES** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled within Precinct No. 2 boundaries. Location of service: Main office – 840 W. Austin Ave, Alamo, TX; surrounding Pct 2 areas Beneficiaries: 6	**$5,000.00**
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL) - BOYS & GIRLS CLUB OF ALAMO/SAN JUAN** Project expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services such as program director, program leader(s), etc and the purchase of recreational equipment/supplies for the youth 4-18 years of age within the Precinct No. 2 boundaries. Location of service: Alamo Unit – 501 N. 13th Street, Alamo, TX; Beneficiaries: 100	**$13,500.00**
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL) - BOYS & GIRLS CLUB OF PHARR** Project expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services such as unit director, recreational leaders etc. Will also includes the purchase of recreational equipment and supplies for program implementation for services being provided for the youth 4-18 years of age within Precinct No. 2 boundaries. Location of service: Lopezville Unit (North San Juan Elementary) – 2900 N. Raul Longoria, San Juan, TX. Beneficiaries: 300	**$10,000.00**
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL): HIDALGO YOUTH CENTER** Expenditures include the reimbursement of expenses for equipment/supplies purchased for the youth 4-18 years of age (sports uniforms, sports equipment, computer equipment, etc). Project will provide cultural enrichment services to participants through interaction opportunities, provide a variety of educational programs through the use of computers, promote and encourage physical fitness, promote organized sports activities like baseball, soccer and basketball. Location of service: Hidalgo Youth Center – 122 N. 2nd St., Hidalgo, TX; Hidalgo Municipal Park – 610 Judy Drive, Hidalgo, TX Beneficiaries: 500	**$9,000.00**

2013	PRECINCT NO. 2	(continued)
05E Exempt 58.34 (a)(4)	**TRANSPORTATION SERVICES – VALLEY METRO PUBLIC TRANSPORTATION** Project expenditures will be for the reimbursement of salaries and fringe benefits for bus drivers providing transportation services to low income within Hidalgo County area. Location of services: Pct 2 area; main office located at 311 N. 15th St, McAllen, TX Beneficiaries: 16,940 (LMA) County wide project.	**$10,000.00**
05G Exempt 58.34 (a)(4)	**BATTERED & ABUSED SPOUSES – MUJERES UNIDAS** Project expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services such as shelter advocate, transitional housing advocate, etc., who provide shelter and crisis intervention services for victims of family violence and sexual assault within the County of Hidalgo. This will be a county wide project. Location of service: Transitional Housing Social Service Center – 501 N. Cynthia, McAllen; Satellite Office – 420 N. 21st St., McAllen, TX; other undisclosed shelters Beneficiaries: 728 (estimated from Pct. #2)	**$13,500.00**
05M Exempt 58.34 (a)(4)	**HEALTH SERVICES – HOPE FAMILY HEALTH CENTER** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, counseling services, prescription assistance, lab referrals, case management, etc., to the low income and uninsured residents of the Pct 2 area. Location of service: Hope Family Health Center – 2332 Jordan Rd, McAllen, TX Beneficiaries: 120	**$8,000.00**
05N Exempt 58.34 (a)(4)	**ABUSED & NEGLECTED CHILDREN – CASA OF HIDALGO COUNTY** Project expenditures include reimbursement of salaries and fringe benefits for staff and child advocates providing direct services to the youth. Will also include reimbursement of mileage for the advocates providing direct services to the youth of Hidalgo County. County wide project. Location of service: CASA office – 1001 S. 10th Avenue, Edinburg, TX and throughout Hidalgo County. Beneficiaries: 90	**$18,000.00**
05N Exempt 58.34 (a)(4)	**ABUSED & NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER** Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc who provide direct services to the youth of Hidalgo County. This is a county wide project. Location of service: CAC office – 525 W. Wisconsin Rd, Edinburg, TX Beneficiaries: 90	**$15,000.00**
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICE (GENERAL) – ARISE SOUTH TOWER** Project expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services for the programs which will provide family education and self-development through program activities for children and adults such as, English language development, ESL classes, literacy in Spanish for Adults, offer cultural programs, arts and crafts, storytelling, Folklorico, etc., and provide citizenship preparation classes to adults. Other services provided are sewing classes and health support groups for the citizens of Precinct No. 2. Location of service: 1417 South Tower Road, Alamo, Texas; outreach services will also be conducted in the Pct 2 area. Beneficiaries: 1570	**$10,000.00**

2013	PRECINCT NO. 3	$438,220.00
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: Precinct No.3 Office - 724 N. Breyfogle, Mission, TX 78574	**$5,000.00**
03K **Cat. Excluded** **Not Subj. to** **58.36(b)(7)**	**STREET IMPROVEMENTS** Project consists of overlay and/or new construction of county roads in Precinct No. 3, to include but not limited to adjacent/abutting streets within the same general vicinity and related appurtenances to provide safety for commuting conditions in the area. Will also include engineering professional services, material testing fees and the purchase of materials as they relate to project completion. Locations: Minnesota Road (8 Mile to 9 Mile), Mile 9 (from Conway to Inspiration Road), Mile 9 ½ (from Conway to Trosper Rd), 2 Mile (from FM 492 to Abram Road), 2 Mile (from FM 492 to La Homa Rd), Colona Monte Cristo Phase I & 2, and Ariel Subdivision No. 3 (Marisol Street)_. Census Data: 202.01 BG 01, 202.02 BG 01, 202.03 BG 01, 241.01 BG 01 & 02, 241.03 BG 01 & 02, 241.04 BG 04 Beneficiaries: 26,709 72% LMI	**$241,258.00**
05N **Exempt** **58.34 (a)(4)**	**ABUSED & NEGLECTED CHILDREN – CASA Of Hidalgo Co.** Project expenditures include reimbursement of salaries and fringe benefits for staff and child advocate volunteers providing direct services to the youth. Will also include reimbursement of mileage for volunteers providing direct services to the youth of Hidalgo County. County wide project. Service location: Court Appointed Special Advocates (CASA) of Hidalgo, 1001 S 10th Avenue, Edinburg TX 78539 Beneficiaries: 89	**$35,000.00**
05N **Exempt** **58.34 (a)(4)**	**ABUSED & NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER (CAC)** Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc who provide direct services to the youth of Hidalgo County. This is a county wide project. Location: CACHC Office – 525 W. Wisconsin Rd, Edinburg, TX Beneficiaries: 140	**$25,000.00**
05G **Exempt** **58.34(a)(4)**	**BATTERED & ABUSED SPOUSES – WOMEN TOGETHER/ MUJERES UNIDAS** Project expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services such as shelter advocate, transitional housing advocate, etc., who provide shelter and crisis intervention services for victims of family violence and sexual assault within the County of Hidalgo. This will be a county wide project. Location: Mujeres Unidas/Transitional Housing Social Service Center – 501 N. Cynthia, McAllen and Satellite Office – 420 N. 21st St., McAllen, TX; other undisclosed shelters. Beneficiaries: 594	**$11,000.00**

2013	**PRECINCT NO. 3**	**Continued (part 2 of 3)**
05B **Exempt** **58.34 (A)(4)**	**HANDICAPPED SERVICES – C.A.M.P. UNIVERSITY** Project expenditures include the reimbursement of salaries, fringe benefits for staff providing a direct service to the disabled young adults in County of Hidalgo Boundaries (county wide). Funds will also purchase supplies and minor equipment for program implementation. Location of service: First Christian Church, 10th Street South of Pecan Blvd, McAllen, Texas and C.A.M.P. University, 1400 N. 10th St, McAllen, TX 78502 Beneficiaries: 6	**$15,000.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – HOPE FAMILY HEALTH CENTER** Project expenditures include reimbursement of expenses for medical services, counseling services, prescription assistance, lab referrals, case management, etc., to the low income and uninsured residents of the Pct 3 area. Location: Hope Family Health Center, 2332 Jordan Rd McAllen TX 78503 Beneficiaries: 100	**$10,000.00**
05M **Exempt** **58.34(a)(4)**	**SENIOR SERVICES – SENIOR COMMUNITY OUTREACH SERVICES, INC.** Project expenditures include but not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older) chronically and terminally ill or disabled. Location: Senior Community Outreach Services 840 W Austin Ave in Alamo, TX Beneficiaries: 18	**$10,000.00**
05 **Exempt** **58.34(a)(4)**	**PUBLIC SERVICES (GENERAL) – LA UNION DEL PUEBLO ENTERO (LUPE)** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as outreach specialist and stipends to instructors of GED, ESL and citizenship preparation classes. Outreach will include the distribute information about the various programs and services offered by LUPE, conduct community meetings and provide leadership training for community residents within the Precinct No. 3 boundaries. Location of services: LUPE 349 W Dawes St Alton, TX Beneficiaries: 72	**$11,942.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – AMIGOS DEL VALLE, INC.** Project expenditures include but not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the Precinct No. 3 boundaries. Will also include social services such as case management, which entails quality home visit assessments, information, referred services, and the additional service of nutritional health education. Location: 1116 N Conway Ave Mission, TX 78572 Beneficiaries: 13	**$11,000.00**

2013	PRECINCT NO. 3	Continued (part 3 of 3)
05E Exempt 58.34(a)(4)	**TRANSPORTATION SERVICES – VALLEY METRO PUBLIC TRANSPORTATION** Project expenditures will be for the reimbursement of salaries and fringe benefits for bus drivers providing transportation services to low income within Hidalgo County area. Location of services: Precinct No. 3 area; Lower Rio Grande Valley Development Council Office located at 301 W Railroad, Weslaco, Texas 78596 Beneficiaries: 7,879	**$25,000.00**
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL) –BOYS & GIRLS CLUB OFMISSION** Project expenditures will be utilized for the reimbursements of salaries and fringe benefits for staff such as program leaders who provide direct services to the youth 4-18 years of age within the Precinct No. 3 boundaries. Will also include the purchase of equipment and supplies for programs being provided to the youth. Location: Jessie Jensen Elementary Unit located on 5 ½ Glasscock Road in Mission, TX 78572 Beneficiaries: 250	**$37,000.00**
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL) – GIRL SCOUTS OF GREATER S.TEXAS** Project expenditures will be utilized for the reimbursement of Membership dues for LMI girls 4-18 years of age within the Precinct No. 3 area. Location: Girl Scouts of Greater South Texas 1109 W Nolana Ste 202 McAllen, TX Beneficiaries: 85	**$1,020.00**

2013	PRECINCT NO.4	$ 468.685.00
21A Exempt 58.34 (a) (3)	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. LOCATION: 1051 N. Doolittle Rd., Edinburg, TX	$5,000.00
03O Cat. Excluded Not Subj. To: 58.35 (b)(7)	**PARKS, RECREATIONAL FACILITIES –SUNFLOWER PARK** Project consists of the continuation of funding for the development of Sunflower Park in the Precinct No. 4 area. A total of $319,865.68 has been previously allocated for the development of Sunflower Park. Note that this will be a multi-year funded Parks, Recreational Facility Improvements Project which will be completed in several phases. Project should include but not limited to the construction of parking facility, restroom facilities, solar lighting, walking trail, baseball and or soccer field, basketball pavilion, purchase and installation of playground equipment BBQ Pits and the construction of a versatile sports filed and work out stations, to include but not limited to architectural fees, material testing and geo technical testing fees, advertisements and related appurtenances as they pertain to project completion. Project Location: Sunflower Park – Hwy 107 & Sunflower St, San Carlos Census: 235.07 (BG 01 & 02) Beneficiaries: 5936 total LMI: 3807 LMI % 64.13	$120,842.50
03F Environmental Assessment 58.36	**PARKS, RECREATIONAL FACILITIES –BREWSTER PARK** Project should include but not limited to the construction of parking facility, restroom facilities, solar lighting, walking trail, baseball and or soccer field, basketball pavilion, purchase and installation of playground equipment BBQ Pits and the construction of a versatile sports filed and work out stations, to include but not limited to engineering fees, material testing and geo technical testing fees, and advertisements as they pertain to project completion. Project may become a multi-year funded project. Project Location: 22420 FM Road 1017 Linn, Texas Census: Beneficiaries:	$179,767.50
05E Exempt 58.34 (a)(4)	**TRANSPORTATION SERVICES – LRGVDC VALLEY METRO** Expenditures include the reimbursement of salaries and fringe benefits of bus drivers of the Valley Metro transportation service who provide public transportation to residents of Pct 4 and through out the County Of Hidalgo. This is a county wide project. Location of service: Pct 4 area; 311 N. 15th St, McAllen, TX (office) Beneficiaries: 6566	$10,000.00
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL) – BOYS & GIRLS CLUB OF EDINBURG** Project expenditures include reimbursement of salaries and fringe benefits for staff providing direct services such as program coordinator(s), program leader(s), etc., including the purchase of recreational equipment/ supplies for programs being provided by the club for the youth 4-18 years of age within the Pct. #4 boundaries. Location of service: Brewster Elementary – Approx. 15 Miles N of HWY 281, San Manuel, TX; San Carlos Unit – 6th St and East HWY 107, San Carlos, TX; Kennedy Elementary – East on HWY 107 & 83rd Street, San Carlos, TX and Faysville Unit- Guerra Elementary, 10010 N. Via Fernandez, Street Beneficiaries: 495	$60,000.00

2013	PRECINCT NO.4	(CONTINUED)
05N Exempt 58.34 (a)(4)	**ABUSED & NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER.** Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc who provide direct services to the youth of Hidalgo County. This is a county wide project. Location of service : CAC office – 525 W. Wisconsin Rd, Edinburg, TX Beneficiaries:85	**$17,500.00**
05G Exempt 58.34 (a)(4)	**BATTERED & ABUSED SPOUSES – MUJERES UNIDAS** Project expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services such as shelter advocate, transitional housing advocate, etc., who provide shelter and crisis intervention services for victims of family violence and sexual assault within the County of Hidalgo. This will be a county wide project. Location of service: Transitional Housing Social Service Center – 501 N. Cynthia, McAllen; Satellite Office – 420 N. 21st St., McAllen, TX; other undisclosed shelters. Beneficiaries: 350	**$12,000.00**
05A Exempt 58.34 (a)(4)	**SENIOR SERVICES – AMIGOS DEL VALLE** Project expenditures include but not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the Precinct No. 4 boundaries. Will also include social services such as case management, which entails quality home visit assessments, information and referred services. Location of Service: Amigos Del Valle Center – 1116 N. Conway Ave., Mission, TX; and surrounding Pct 4 areas Beneficiaries: 9	**$7,500.00**
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL) – GIRL SCOUTS OF GREATER SOUTH TX** - Project expenditures include reimbursement of membership fees, salaries, fringe benefits and mileage for staff providing direct services to the youth girls 4-18 years of age within the Precinct No. 4 boundaries. Location of service: Brewster Elementary – Approx. 15 Miles N of HWY 281, San Manuel, TX; Beneficiaries: 350	**$5,400.00**
05A Exempt 58.34 (a)(4)	**SENIOR SERVICES – SENIOR COMMUNITY OUTREACH SERVICES** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled within Precinct No. 4 boundaries. Location of service: Main office – 840 W. Austin Ave, Alamo, TX; surrounding Pct 4 areas. Beneficiaries: 24	**$10,000.00**
O5 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL)- La Union Del Pueblo Entero** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as outreach specialist and stipends to instructors of GED, ESL and citizenship preparation classes. Outreach will include the distribute information about the various programs and services offered by LUPE, conduct community meetings and provide leadership training for community residents within the Precinct No. 1 boundaries. Beneficiaries: 275	**$5,210.00**

2013	PRECINCT NO.4	(CONTINUED)
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL) The Pharr Literacy Center** Project expenditures include but are not limited to the reimbursement of an outreach specialist's salaries and program supplies and related expenses. The specialist will conduct outreach meeting and provide classes in language acquisition (ESL) , general education development (GED) and employability skills. Supportive services include domestic violence, health awareness promotion, a colonia outreach initiative and cultural arts program. Location: 203 W. Quentin Newcombe Ave. Pharr, Tx Beneficiaries: 275	**$5,000.00**

21A **Exempt**	**UCP GENERAL ADMINISTRATION** Funding for staff salaries/fringe benefits, and other associated administrative costs for the administration of the Urban County Program.	**1,297,781.00**
03K **ENVIRONMENTAL ASSESSMENT** **58.36**	**UCP COMMON FUND-** PROJECT CONSISTS OF FUNDS TO BE ADMINISTERED AND UTILIZED BY THE UCP ADMINISTRATION TO ASSIST ADDITIONAL FUNDING FOR STREET IMPROVEMENTS WITHIN THE EIGHTEEN (18) CITIES AND FOUR (4) PRECINCT AREAS OF HIDALGO COUNTY.	**43,481.00**

2013	HOME PROGRAM	$1,585,892.00
21A Exempt	**HOME GENERAL ADMINISTRATION** Funding for staff salaries/fringe benefits, and other associated administrative costs for the administration of the HOME Program.	**$158,589.00**
13 Environmental Assessment 58.36	**DIRECT HOMEOWNERSHIP ASSISTANCE** Project will provide principal reduction, down payment and closing cost assistance to fifteen (15) eligible first time homebuyers.	**$50,000.00**
14A Environmental Assessment 58.36	**OWNER- OCCUPIED REHABILITATION PROGRAM** Project will provide rehabilitation and reconstruction services to twenty (20) substandard homes for eligible homeowners and includes project delivery expenses.	**$977,303.00**
12 Environmental Assessment 58.36	**CHDO PROGRAM** Funding for two area community housing development organizations for the construction of up to twenty (20) new single-family homes and includes project delivery expenses.	**$400,000.00**

2013	EMERGENCY SOLUTIONS GRANT	$628,449.00
03T Exempt Section 58.34 (a)(4)	**OPERATING COSTS OF HOMELESS/AIDS PATIENTS PROGRAM MUJERES UNIDAS/WOMEN TOGETHER-** **Maintenance & Operations** To pay for shelter maintenance, operations, rent, security, equipment, insurance, utilities, food, and furnishings. Beneficiaries: 600 Location: 501 N. Cynthia St. McAllen, Tx, 511 N. Cynthia, and 420 N. 21st Street, McAllen, Tx	$135,402.00
05 Exempt Section 58.34 (a)(4)	**PUBLIC SERVICES – MUJERES UNIDAS – Essential Services –** To provide transportation and other services concerned with employment, health, drug abuse counseling or education for eligible clients (victims of domestic abuse) Beneficiaries: 500 Location: 501 N. Cynthia St. McAllen, Tx 511 N. Cynthia, and 420 N. 21st Street, McAllen, Texas	$53,200.00
05 Exempt Section 58.34 (a)(4)	**MUJERES UNIDAS – HMIS Data Collection-** Funds will be used to pay for costs contributing to data collections and reporting. Eligible activities include (computer hardware, software or equipment, office space, salaries of operators, staff training costs and participation fees.) Beneficiaries: 500 Location: 501 N. Cynthia St. McAllen, Tx 511 N. Cynthia, and 420 N. 21st Street, McAllen, Texas	$9,975.00
05Q Exempt Section 58.34 (a)(4)	**CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY –Homeless Prevention** To provide rental and utility assistance to individuals or families that have received eviction or utility disconnect notices. Beneficiaries: 520 Location: 700 N. Virgen de San Juan Blvd. San Juan Tx.	$88,350.00
03T Exempt Section 58.34 (a)(4)	**CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY – Essential Services** Will provide essential services by case workers on counseling clients who are almost at risk of becoming homeless due to rental evictions, mortgage foreclosures, and utility disconnect notices. Beneficiaries:500 Location: 700 N. Virgen de San Juan, San Juan Tx.	$71,250.00
03T Exempt Section 58.34 (a)(4)	**CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY – HMIS Data Collections** Funds will be used to pay for costs contributing to data to HMIS designated by the Continuum of Care. Eligible activities include (computer hardware, software or equipment, technical support, office space, salaries of operators, staff training costs and participation fees.) Beneficiaries:500 Location: 700 N. Virgen de San Juan, San Juan Texas	$7,600.00
05 Exempt Section 58.34 (a)(4)	**ADVOCACY RESOURCE CENTER FOR HOUSING (ARCH)** **Essential Services:** To provide services by case worker on clients who are at the risk of becoming homeless due to either rental evictions, mortgage foreclosures, and utility disconnect notices. Beneficiaries: 300 Location: 2507 Buddy Owens St. McAllen, Texas	$58,900.00

05Q **Exempt** **Section** **58.34 (a)(4)**	**ADVOCACY RESOURCE CENTER FOR HOUSING (ARCH)** **Homeless Prevention:** To provide rental assistance to individuals or families that have received eviction notices, mortgage foreclosures and utility disconnect notices. Beneficiaries: 250 Location: 2507 Buddy Owens St. McAllen, Texas	**$59,201.00**
05Q **Exempt** **Section** **58.34 (a)(4)**	**ADVOCACY RESOURCE CENTER FOR HOUSING (ARCH)- HMIS Data Collections** Funds will be used to pay for costs contributing to data to HMIS designated by the Continuum of Care. Eligible activities include (computer hardware, software or equipment, technical support, office space, salaries of operators, staff training costs and participation fees.) Beneficiaries: 250 Location: 2507 Buddy Owens St. McAllen, Texas	**$6,712.00**
03T **Exempt** **Section** **58.34 (a)(4)**	**OPERATING COSTS OF HOMELESS/AIDS PATIENTS PROGRAM THE SALVATION ARMY-** **Maintenance & Operations** To pay for shelter maintenance, operations, rent, security, equipment, insurance, utilities, food, and furnishings. Beneficiaries: 800 Location: 1600 North 23rd Street, McAllen, Tx	**$74,100.00**
05 **Exempt** **Section** **58.34 (a)(4)**	**PUBLIC SERVICES – SALVATION ARMY – Essential Services –** Will provide essential services to clients by case workers on clients who are at imminent risk of becoming homeless due to rental evictions, mortgage foreclosures and utility disconnect notices Beneficiaries: 800 Location: 1600 North 23rd Street, McAllen, Texas	**$14,250.00**
05 **Exempt** **Section** **58.34 (a)(4)**	**THE SALVATION ARMY– HMIS Data Collection-** Funds will be used to pay for costs contributing to data to HMIS designated by the Continuum of Care. Eligible activities include (computer hardware, software or equipment, technical support, office space, salaries of operators, staff training costs and participation fees.) Beneficiaries: 800 Location: 1600 North 23rd Street, McAllen, Texas	**$2,375.00**
21A **Exempt** **Section** **58.34 (a)(3)**	**ESG – GENERAL ADMINISTRATION** Project funds pays for staff salaries and administrative costs incurred for the administration of the Emergency Solutions Grant Program. Location: 3304 West Alberta Rd. Edinburg, Texas	**$47,134.00**

AI-38456 **Urban County 14. B.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Carlos Jasso **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Approval of a Resolution authorizing the County of Hidalgo Urban County Program to submit its Five Year Consolidated Plan Strategy for Years 2013-2017 to the U.S. Department of Housing and Urban Development
(HUD).

BACKGROUND

The UCP is requesting authorization to submit the Five Year consolidated Plan to HUD. Every three (3) to five (5) years the Urban County Program is required by HUD rules and regulations to submit its consolidated plan. This year the Urban County Program will submit a Five Year Consolidated Strategy Plan for Fiscal Years 2013-2017 to HUD.

Attachments

Agenda backup

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/26/2013 08:08 AM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Mary Flores Started On: 04/25/2013 05:54 PM

Final Approval Date: 05/03/2013

RESOLUTION

WHEREAS, the County of Hidalgo Urban County Program has completed it's Five Year Consolidated Strategy Plan for Fiscal Years 2013-2017, and

WHEREAS, the submittal is necessary to obtain federal funding for the five year period, and

NOW, THEREFORE BE IT RESOLVED that the County of Hidalgo Urban County Program hereby submits its FY 2013 through 2017 Consolidated Plan to the U.S. Department of Housing and Urban Development, and

BE IT FUTHER RESOLVED that Hidalgo County Judge Ramon Garcia be and is hereby authorized to sign any and all documents and do all other acts necessary to carry this Resolution into effect.

RESOLVED, THIS THE _____ DAY OF MAY, 2013.

_____

Ramon Garcia, County Judge
Hidalgo County, Texas

Attest: _____

Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

OMB Number: 4040-0004
Expiration Date: 04/31/2012

Application for Federal Assistance SF-424

Version 02

*1. Type of Submission	*2. Type of Application	*If Revision, select appropriate letter(s):
☐ Preapplication	☐ New	
☐ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

*3. Date Received:	4. Application Identifier:

5a. Federal Entity Identifier:	*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. Organizational DUNS:

d. Address:

*Street1:
Street 2:
*City:
County:
*State:
Province:
Country: *Zip/ Postal Code:

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: First Name:
Middle Name:
*Last Name:
Suffix:

Title:

Organizational Affiliation:

*Telephone Number: Fax Number:

*Email:

SF-424 to be completed by UCP upon approval of application for funding and prior to Judge's signature

OMB Number: 4040-0004
Expiration Date: 04/31/2012

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type: - Select One -

Type of Applicant 2: Select Applicant Type: - Select One -

Type of Applicant 3: Select Applicant Type: - Select One -

*Other (specify):

*10. Name of Federal Agency:

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*12. Funding Opportunity Number:

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

*15. Descriptive Title of Applicant's Project:

Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 04/31/2012

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

*a. Applicant *b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: *b. End Date:

18. Estimated Funding ($):

*a. Federal
*b. Applicant
*c. State
*d. Local
*e. Other
*f. Program Income
*g. TOTAL $0.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
☐ c. Program is not covered by E.O. 12372

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)
☐ Yes ☐ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☐ **I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: *First Name:

Midd le N ame:

*Last Name:

Suffix:

*Title:

*Telephone Number: Fax Number:

*Email:

*Signature of Authorized Representative: Date Signed:

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*Applicant Federal Debt Delinquency Explanation

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INSTRUCTIONS FOR THE SF-424

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13.	**Competition Identification Number/Title:** Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
14.	**Areas Affected By Project:** List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
15.	**Descriptive Title of Applicant's Project:** (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
16.	**Congressional Districts Of**: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district. • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
17.	**Proposed Project Start and End Dates**: (Required) Enter the proposed start date and end date of the project.
18.	**Estimated Funding:** (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19.	**Is Application Subject to Review by State Under Executive Order 12372 Process?** Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the

	assistance activity, if applicable. **f. Name and contact information of person to be contacted on matters involving this application**: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.		State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State
		20.	**Is the Applicant Delinquent on any Federal Debt?** (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.
9.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions. A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)	21.	**Authorized Representative**: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)

Executive Summary

ES-05 Executive Summary

1. Introduction

The U.S. Department of Housing and Urban Development (HUD) requires local jurisdictions to prepare a Consolidated Plan and Strategy in order to receive federal funds through the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grants (ESG) Programs.

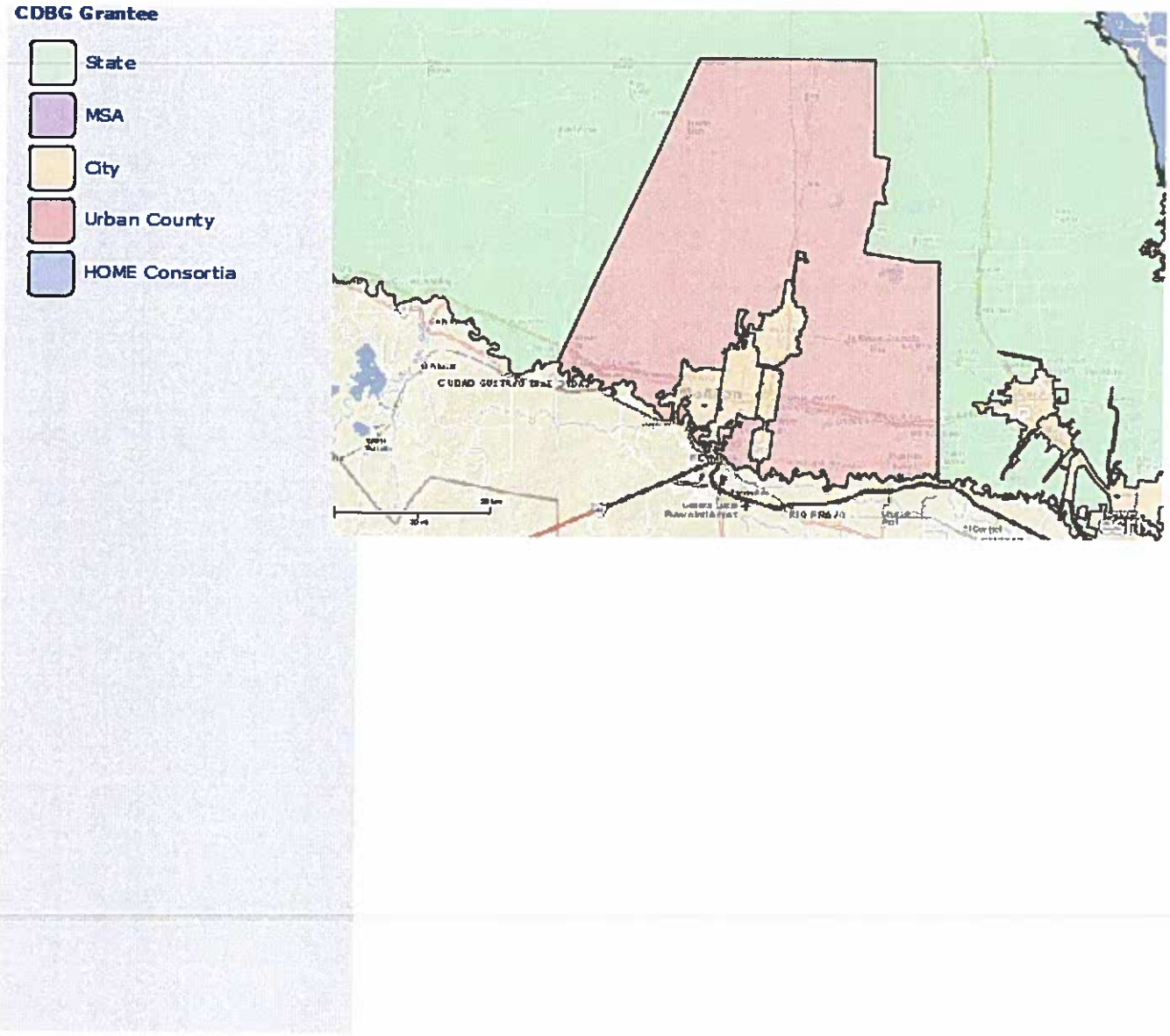
The Consolidated Plan and Strategy serves the following functions:

1. A planning document for local jurisdictions, which builds upon a participator process at the grassroots level;
2. An application for federal funds under HUD's formula grant programs;
3. A strategy to be followed in carrying out HUD programs for 3-5 years; and
4. An action plan that provides a basis for assessing performance.

This five-year Consolidated Plan and Strategy is the result of an extensive needs assessment and community outreach process conducted by the entitlement communities in Hidalgo County including:

- Hidalgo County – Urban County Program (including the Cities of Alamo, Alton, Donna, Edcouch, Elsa, Granjeno, Hidalgo, La Joya, La Villa, Mercedes, Palmhurst, Palmview, Penitas, Progreso, Progreso Lakes, San Juan, Sullivan City, Weslaco and the unincorporated parts of the County)
- City of Edinburg
- City of McAllen
- City of Mission

While the four communities approached the consultation collectively, each community assessed their individual needs, goals, objectives and outcomes. This assessment produced independent Consolidated Plan and Strategy documents. And, as had been done under the regional Consolidated Plans, independent Action Plan and CAPER documents will be remitted by each community. No aggregated data is intended to be reported under this Consolidated Plan.



County of Hidalgo Entitlement Area

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Three national goals/objectives serve as the overall framework for the use of Consolidated Plan funds. The goals are (1) to provide decent housing, (2) create a suitable living environment and (3) expand economic opportunities, to principally benefit extremely low-, low-, and moderate-income individuals and families. Income categories are calculated on an annual basis by HUD. Extremely low-income households have an income of 0-30% of Area Median Income (AMI). Low-income households have an income of 30-50% AMI and Moderate income is defined as 50-80% AMI. All income levels are adjusted for family size.

Further, Consolidated Plan funded programs and projects must meet one of the following outcomes: (1) Availability/Accessibility, (2) Sustainability and (3) Affordability. These outcomes were developed by HUD in its Performance Measurement System.

Also, HUD has established a listing of Matrix Codes for projects funded with Consolidated Plan dollars. These Matrix Codes are prioritized at the local level based on the community needs assessment. Matrix Codes are categorized as either "High" or "Low" priorities. Priority designations are referenced throughout this document.

In summary, the following broadly defined activities are designated as "High" priorities:

- Housing - Construction, Counseling, Rehabilitation of Single and Multi-Unit Properties, Homeowner Assistance and Public Housing Modernization
- Infrastructure - Street Improvements, Water/Sewer Improvements, Sidewalk Construction, Flood/Drain Improvements and Repayments of Section 108 Loans
- Public Facilities - Youth Centers, Senior Centers, Homeless Facilities/Operating Costs, Neighborhood Facilities, Parks and Recreational Facilities, Fire Stations/Equipment and Health Center
- Public Services - Services for qualified individuals and families including services for seniors, youth general, handicapped persons, abused and neglected children, battered and abused spouses, and victims of domestic violence as well as transportation, health services and subsistence payments.

Additional information regarding "High" Priority activities may be viewed in the Action Plan Sections and within "SP-25 Priority Needs".

3. Evaluation of past performance

In order to ascertain whether individual (One-Year) or cumulative (Five-Year) goals were met, a Consolidated Annual Performance and Evaluation Report (CAPER) is annually composed, available for public comment and remitted to HUD for review and approval. The goals and objectives identified in the previous Consolidated Plan and Strategy (FY 2010/2011 - FY 2012/2013) were aggregated for the eight entitlement communities in South Texas. They were reported to HUD by the City of McAllen in December 2012 within the City's Consolidated Annual Performance and Evaluation Report (CAPER). The eight entitlement communities are:

- City of Brownsville
- City of Edinburg
- City of Harlingen
- City of McAllen
- City of Mission
- City of Pharr

- City of San Benito
- Hidalgo County

The final cumulative CAPER will be remitted by the City of McAllen in December 2013; nonetheless, UCP will remit its final CAPER related to the previous Consolidated Plan in September 2013.

It should be noted that many "High" priorities identified in previous Annual Action Plan continue to be high priorities within this document. These priority needs remain in different areas of the jurisdiction.

Matrix Code	Amount
Parks, Recreational Facilities 03F	$ 1,185,326.29
Water, Sewer Improvements 03J	1,154,521.73
Housing Rehabilitation 14A	134,611.60
Street Improvements 03K	3,391,655.97
Fire Stations/Equipment 03O	274,968.43
Public Services 05	943,884.78
General Program Administration 21A	1,169,781.03
Public Facilities 03 General	6,860.62
Neighborhood Facilities 03E	177,076.67
Flood and Drainage Facilities 03I	23,150.16
Planning	63,750.00

Table 1 - FY 2011 - 2012 CDBG Expenditures

Program	Amount
New Housing	579,321.30
Homebuyer	258,082.40
Rehabilitation	1,481,325.35
General Administration	321,685.38

Table 2 - FY 2011-2012 HOME Expenditures

4. Summary of citizen participation process and consultation process

As an entitlement community, a Citizen Participation Plan (CPP) has been adopted. Adherence to its particulars is detailed within this document in the section entitled "PR-15 Citizen Participation". Of note, the CPP mandates a minimum 72-hour notification prior to holding a public hearing. In addition, this document was made available for public review for no less than 30-days as mandated by HUD. A summary of the efforts to broaden citizen participation including a listing of public hearings, comments received and reasons for not accepting are further detailed in "PR-15 Citizen Participation".

Consultations with interested parties were coordinated through staff from the four entitlement communities. Consultation tools were developed and utilized when contacting the various interested

parties/stakeholders. Listings of agencies who were contacted and results are also detailed in "PR-10 Consultation".

5. Summary of public comments

In order to solicit input, various public hearings were held throughout the County. All comments received were considered and their affect on this Consolidated Plan may be viewed in the Section entitled "PR-15 Citizen Participation". The draft of the Consolidated Plan was made available for public comment on March 28, 2013. The comment period expired on May 1, 2013

6. Summary of comments or views not accepted and the reasons for not accepting them

The jursidiction accepted all comments; however, with limited resources, not all comments/projects can be funded. Nonetheless, all comments received contributed to project's priority designation.

7. Summary

While this document is a compilation of information obtained by the four entitlement communities, each jurisdiction developed its owned priorities and completed its own Action Plan. Of note, when feasible, source documentation and data extrapolated the entitlement communities' source documentation from the Hidalgo County boundaries/service area; however, this separation was not always possible. Where applicable, it is noted whether data is inclusive or exclusive of the Cities of Edinburg, McAllen and Mission.

The Process

PR-05 Lead & Responsible Agencies

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	HIDALGO COUNTY	

Table 1 – Responsible Agencies

Narrative

The Hidalgo County - Urban County Program (UCP) assumed the lead in the development of their Consolidated Plan and Strategy document. UCP administers the housing and community development programs covered by the Consolidated Plan and Strategy including those funded by Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME) and Emergency Solutions Grant (ESG) Programs. As the lead agency, staff coordinated the development and implementation of the Consolidated Plan and Strategy with input from a broad range of stakeholders. In order to obtain input from public agencies and community organizations, consultation instruments and survey tools were distributed by staff from UCP and the three entitlement communities in Hidalgo County. In addition, each jurisdiction, in accordance with their Citizen Participation Plan, held various public hearings and solicited comments in an attempt to identify needs and gaps in the local community. Public notices were announced in the newspaper, posted on the jurisdiction's official website and the notice of availability of the Consolidated Plan document was made available for the minimum 30-day comment period. Consultation instruments and survey tools (included in the appendices) requested information regarding housing needs, housing market analysis/substandard housing needs, public housing needs, homeless needs, non-homeless special needs, lead-based paint hazards and community development needs.

For a complete listing of agencies and responses, section PR-10 Consultation has been completed. Where applicable, staff has indicated whether or not a response was received, the type of service the agency provides and to which section of the plan the agency contributed.

Consolidated Plan Public Contact Information

County of Hidalgo Urban County Program

3304 West Alberta

Edinburg, TX 78589

ph: (956) 787-8127

fax: (956) 318-2988

email: ucp@ucp.co.hidalgo.tx.us

AI-38439 **Urban County 14. C.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Lupita V. Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Approval of a Resolution authorizing the County of Hidalgo County Urban County Program to submit its 2013-2014 Annual Action Plan (Year 26) to the U.S. Department of Housing and Urban Development (HUD).

BACKGROUND

The UCP is requesting authorization to submit the Annual Action Plan for the 2013 to 2014 to HUD. Every year the Urban County Program is required by HUD rules and regulations to submit its annual action plan.

Attachments

Resolution

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/25/2013 01:32 PM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Mary Flores Started On: 04/25/2013 11:50 AM

Final Approval Date: 05/03/2013

RESOLUTION

WHEREAS, the County of Hidalgo County Program has received preliminary notification of its 2013 Allocation from the U.S. Department of Housing and Urban Department (HUD), and

WHEREAS FY 2013 allocation for the Hidalgo County has been set as follows:

Funds Anticipated
2013 URBAN COUNTY PROGRAM

CDBG Budget:	$	7,322,222.00
HOME Budget:	$	1,585,892.00
ESG Budget:	$	628,449.00
Total:	$	9,536,563.00

AND WHEREAS, the County of Hidalgo Urban County Program wishes to continue the administration of these programs

AND WHEREAS, the amount of funding may change upon the receipt of the final allocation

AND WHEREAS, the funding in the Workplan for each community may need to change based on final funding allocation.

NOW, THEREFORE BE IT RESOVLED that the County of Hidalgo Urban County Program hereby submits its FY 2013 One Year Action Plan to the U.S. Department of Housing Urban Development, and

BE IT FUTHER RESOVLED that Hidalgo County Judge Ramon Garcia be and is hereby authorized to sing any and all documents and do all other acts necessary to carry this Resolution effect.

ROSOLVED, THIS THE _____ DAY OF MAY 2013.

_____
Ramon Garcia, County Judge
Hidalgo County

Attest: _____
Arturo Guajardo, Jr., County Clerk
Hidalgo County, Texas

OMB Number: 4040-0004
Expiration Date: 04/31/2012

Application for Federal Assistance SF-424

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☐ Preapplication	☐ New	
☐ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

*3. Date Received: 4. Application Identifier:

5a. Federal Entity Identifier:	*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. Organizational DUNS:

d. Address:

*Street1:
Street 2:
*City:
County:
*State:
Province:
Country: *Zip/ Postal Code:

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: First Name:
Middle Name:
*Last Name:
Suffix:

Title:

Organizational Affiliation:

*Telephone Number: Fax Number:

*Email:

SF-424 to be completed by UCP upon approval of application for funding and prior to Judge's signature

OMB Number: 4040-0004
Expiration Date: 04/31/2012

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Authorized Representative:

Prefix: *First Name:

Midd le N ame:

*Last Name:

Suffix:

*Title:

*Telephone Number: Fax Number:

*Email:

*Signature of Authorized Representative: Date Signed:

OMB Number: 4040-0004
Expiration Date: 04/31/2012

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7.	**State Application Identifier:** Leave this field blank. This identifier will be assigned by the State, if applicable.
8.	**Applicant Information:** Enter the following in accordance with agency instructions:
	a. Legal Name: (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website.
	b. Employer/Taxpayer Number (EIN/TIN): (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.
	c. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website.
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11.	**Catalog Of Federal Domestic Assistance Number/Title:** Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
12.	**Funding Opportunity Number/Title:** (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
13.	**Competition Identification Number/Title:** Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
14.	**Areas Affected By Project:** List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
15.	**Descriptive Title of Applicant's Project:** (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
16.	**Congressional Districts Of:** (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district. • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
17.	**Proposed Project Start and End Dates:** (Required) Enter the proposed start date and end date of the project.
18.	**Estimated Funding:** (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19.	**Is Application Subject to Review by State Under Executive Order 12372 Process?** Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the

assistance activity, if applicable.

f. Name and contact information of person to be contacted on matters involving this application: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.

9. Type of Applicant: (Required)
Select up to three applicant type(s) in accordance with agency instructions.

A. State Government	M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)
B. County Government	N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)
C. City or Township Government	O. Private Institution of Higher Education
D. Special District Government	P. Individual
E. Regional Organization	Q. For-Profit Organization (Other than Small Business)
F. U.S. Territory or Possession	R. Small Business
G. Independent School District	S. Hispanic-serving Institution
H. Public/State Controlled Institution of Higher Education	T. Historically Black Colleges and Universities (HBCUs)
I. Indian/Native American Tribal Government (Federally Recognized)	U. Tribally Controlled Colleges and Universities (TCCUs)
J. Indian/Native American Tribal Government (Other than Federally Recognized)	V. Alaska Native and Native Hawaiian Serving Institutions
K. Indian/Native American Tribally Designated Organization	W. Non-domestic (non-US) Entity
L. Public/Indian Housing Authority	X. Other (specify)

State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State

20. **Is the Applicant Delinquent on any Federal Debt?** (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.

If yes, include an explanation on the continuation sheet.

21. **Authorized Representative**: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant.
A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)

2013 WORKPLAN NARRATIVES

2013	ALAMO	$ 260,772.00
03J Environmental Assessment	**WATER/SEWER IMPROVEMENTS:** Project consists of the purchase and installation of a new water distribution system to include but not limited to water lines, valves, tees, fire hydrants, casing/bore, engineering fees, geotechnical and material testing fees, advertisements and all related appurtenances as they pertain to project completion. LOCATION: Follows along the south side of SH 495 from Alamo Road to Cesar Chavez Road and along the east side of Cesar Chavez road from SH 495 to approximately 600 feet north of US Expressway 83. CENSUS TRACT: 0219.02 (02 & 04) BENEFICIARIES: 3473	**$230,772.00**
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL) – BOYS & GIRLS CLUB OF ALAMO / SAN JUAN** Expenditures include but not limited to the reimbursement of salaries and fringe benefits of staff providing direct services to the youth 4-18 years of age, and purchase of minor recreational equipment / supplies. Sport programs, fitness, arts/crafts, health and life skills will also be provided. Services will be provided during and after school. Project outcome will develop character and leadership skills. Location of service: 501 N. 13th Street, Alamo, Texas Beneficiaries: 320	**$30,000.00**

2013	ALTON	$260,772.00
21A **Exempt** **58.34(a)(3)**	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: 509 South Alton Blvd, Alton Texas 78573	**$832.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES** Funds will be utilized to provide direct services to the elderly of the community by reimbursing the van driver's salary and fringe benefits who transports the elderly to and from home to medical facilities, delivery of meals to 10+ homes in Alton when the elderly are unable to attend the center, and to pick up seniors at their homes in the morning and drop them off in the afternoon. Location: Senior Center – 289 W Dawes Ave, Alton TX 78573 Census Data: 241.04 & 241.05 Beneficiaries: 50	**$15,000.00**
19F **Exempt** **58.34 (a)(11)**	**NEIGHBORHOOD FACILITY – REPAYMENT OF SECTION 108 LOAN PRINCIPAL** Funds will be utilized to make payment on a section 108 loan for a multi-purpose community facility with community services. Location: 349 West Dawes Ave.; Alton, TX Census Data: 241.04 (02,03) 241.05 (02,03,04) 241.06(01), 241.02 (01) Beneficiaries: 5,235	**$244,940.00**

2013	DONNA	$260,772.00
03K **Exempt** **58.34 (a) (11)**	**STREET IMPROVEMENTS** Project consists of the payment of Certificates of Obligation (bond payment) for street improvements previously completed. LOCATION: City wide project CENSUS DATA: 0221.01 (01,02 & 04), 0221.02 (01-03), 0222.01 (01-02) & 0222.02 (01004) BENEFICIARIES: 14577	**$ 245,748.00**
05E **Exempt** **58.34 (a)(4)**	**TRANSPORTATION SERVICES- LRGVDC-VALLEY METRO** Project expenditures include the reimbursement of salaries and fringe benefits for bus drivers of the Valley Metro transportation system who provide public transportation services for the residents of the City of Donna. These funds will be utilized as a county-wide project benefit. Location of services: City of Donna Bus Stops; Main office located at 311 N. 15th St, McAllen, TX Beneficiaries: 8096 (LMA)	**$ 15,024.00**

2013	EDCOUCH	$260,772.00
03k Cat. Subj. to 58.35(a) (1) 8 Step	**STREET IMPROVEMENTS** Project consist of street resurfacing (overlay) and Valley Gutter (concrete) improvements, including but not limited to engineering professional service fees, material testing fees, advertisements and related appurtenances as it pertains to project completion. LOCATION: 1.)Victoria Street - From FM 1015 to Angelita Street 2.) Angelita Street - From Victoria Street to Gonzalez Street 3.) Salazar Street - From SH 107 to Avenida Del Sur Street 4.) Sgt. Cervantes Street - From SH 107 to Avenida Del Sur 5.) Southern Street - From Cochran Street to Ester Street. 6.) Adkins Street - From Montgomery Ave. to Wista Street. (overlays) 7.) Mid-Section (corner) Homer De Leon St. & Gonzalez Street Valley Gutter Location (concrete).City of Edcouch, Hidalgo County, Texas CENSUS DATA: 245.00 (01-03) BENEFICIARIES: 3351	$256,872.00
21A Exempt 58.34 (a)(3)	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: 2011 West Southern Avenue, Edcouch, Texas 78538	$3,900.00

2013	ELSA	$260,772.00
03F Environmental Assessment	**PARKS, RECREATIONAL FACILITIES IMPROVEMENTS** A) Project consists of the purchase and installation of park equipment to include but not limited to playground equipment such as swings, slides, etc. B) Project consists of construction of a basketball court with pavilion and the southeast corner of Modesto Hernandez Park, and the purchase and installation of playground equipment to include engineering, material testing, advertisements and all related appurtenances as they pertain to project completion. LOCATION: A) VFW Memorial Park on FM 88 and 4th Street, & B) Modesto Hernandez Park on FM 88 and South of Mile 17 ½, Elsa, Texas CENSUS DATA: 244.02 (BENEFICIARIES: 2 Facilities	A) $65,000.00 B) $ 171,872.00 C)
21A Exempt 58.34 (a)(3)	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: 102 S. Diana Street, Elsa, Texas 78543	$3,900.00
05 Exempt 58.34 (a) (4)	**PUBLIC SERVICE (GENERAL) –RGV FOOD BANK** Project expenditures include the reimbursement of expenses for purchased food delivered to the Elsa Housing Food Pantry for distribution to residents of the City of Elsa. Location: Elsa Housing Food Pantry 309 West 3rd Avenue, Elsa TX 78543, RGV Food Bank at 2601 West Zennia Avenue, McAllen, Texas 78502. Beneficiaries: 600	$10,000.00
05A Exempt 58.34 (a) (4)	**SENIOR SERVICES- AMIGOS DEL VALLE** Project expenditures include the reimbursement of expenses for delivered meals to ten (12) elderly (62 years or older) residents within the City of Elsa city limits. In addition the project will provide social services such as case management that will entail home visit assessments, information and referred services. Location: 505 N. Hidalgo Street, Elsa, Texas 78543 Beneficiaries: 12	$10,000.00

2013	GRANJENO	$260,772.00
21A Exempt 58.34(a)(3)	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: Granjeno City Hall 6603 S. FM 494 Granjeno, Tx 78572	**$3,000.00**
03K Environmental Assessment	**PARKS, RECREATIONAL FACILITIES** Project will consist of the overall development and construction of apark located on .72 acres of land within Granjeno city limits. Project will include the acquisition of approximately .25 acres of land (Property ID 101576, Tract "A") to be utilized towards the parking lot for the proposed park. Development will also include the purchase and installation of approximately 7 solar lights throughout the park premises, landscaping, the installation of a sprinkler system, installation of track around the park perimeter, vented hexagon canopy with electrical outlets, kiosk square single post, basketball court, sand volleyball court, fitness area, construction of a parking lot to include asphaltic lines and handicapped accessibility, purchase and installation of park equipment (to include but not limited to a playscape, swingset, plastic timber, surfacing material, picnic tables, benches, litter receptacles, and other park equipment). Project will also include advertisements, professional service fees, material testing fees, surveying services, and related appurtenances as they pertain to project completion. Location: Future park site - 6607 South FM 494, Granjeno TX 78572 Census Data: 213.01 BG 03 – 74% LMI Beneficiaries: 4,123 persons; 1 Facility	**$257,772.00**

2013	HIDALGO	$260,772.00
16B Cat Excluded Not Subject to 58.36(b)(7)	**NON-RESIDENTIAL – HISTORICAL PRESERVATION** Project consists of the continuation of a 2012 project which includes Phase 4 of 4 which will entail a pre-award agreement, using funding from 2010-2013, for the restoration to its original courthouse state and will be converted into a combination museum, tourist center, and Hidalgo County Heritage Foundation Office, all of which will benefit the low to moderate income residents of the community. Location: Old Hidalgo County Courthouse 610 South 1st Street Hidalgo, Texas 78557 Census Data: 213.01 BG 01& 02 – 71% LMI Beneficiaries: 4,187 Persons; 1 Facility	**$260,772.00**

2013	LA JOYA	$260,772.00
21A **Exempt** **58.34(a)(3)**	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: La Joya City Hall 101 N Leo Avenue, La Joya, Texas 78560	**$2,500.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES (LA JOYA SENIOR CENTER)** 100% Salary reimbursement for senior service employees that include but not limited to a Van Driver, Kitchen Aide, Center Aide I, Center Aide II, and swimming instruction for elderly 62 years of age or older. Additional services will include water aerobics to enhance physical activities. Location: Senior Citizen Center 920 South Leo Ave, La Joya TX 78560 Beneficiaries: 100	**$40,000.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) (LA JOYA YOUTH CENTER)** Funds will be utilized for salaries for the director, staff, and for the purchase of equipment to include but not limited to baseball, soccer, cheer, dance, after school mentorship, swimming lessons and football, arts, and an additional service of crafts benefiting the youth 4-18 years of age within the community of La Joya. Location: Youth Facility – 604 Solomon Chapa, La Joya, Texas 78560 Beneficiaries: 113	**$40,000.00**
03F **Cat. Excluded** **Not Subj. to** **58.36(b)(7)**	**PARK, RECREATIONAL FACILITY IMPROVEMENTS** Funding will be utilized for the purchase of walking trail lighting and other park equipment to include but not limited to slides, monkey bars, swing sets, and other playground equipment for the soon-to-be constructed Military Park. Location: Military Park - S Garza and Military Rd in La Joya TX 78560 Census Data: 242.02 Beneficiaries: 1 Facility	**$49,000.00**
03K **Environmental** **Assessment**	**STREET IMPROVEMENTS** Funding will be utilized for the reconstruction of approximately 1,500 meters of street to include curb and gutter, valley gutter, sidewalks, handicap ramps, storm drain, professional services, material testing, advertisements, and related expenses as they pertain to project completion. Location: 6th – 10th Street (resurfacing from Leo Ave to Reyna-Farias), 9th & 10th Street (curb and gutter from Leo Ave to Reyna Farias) Census Data: 242.02 BG 03 66% LMI Beneficiaries: 1,599	**$129,272.00**

2013	LA VILLA	$ 260,772.00
21A Exempt 58.34 (a) (3)	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: 920 Mike Chapa Street, La Villa, Texas 78562	**$3,000.00**
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL) – RGV FOOD BANK** Project funds shall be used for reimbursement of the purchase of food to be distributed by Iglesia Rosa De Saron who will assist needy families throughout the City of La Villa with distribution of food. Location of service: La Villa Youth Center – 302 West 2nd Street, La Villa, Texas Beneficiaries: 1275	**$15,000.00**
03J Environmental Assessment	**WATER/SEWER IMPROVEMENTS** Project consists of the planning, design and NEW construction of a 100,000 gallon elevated storage tank but not limited to fees and related expenses to include engineering fees, material testing, and advertisements as they relate to project completion. Location: Elevated Storage Tank: E. of Cottonwood Ave. and North of Highway 107, La Villa, Texas Water Treatment Plant: Nogales Avenue and 3rd Street, La Villa, Texas. Census Tract: 0246.00 (02) **BENEFICIARIES**: 1300	**$ 242,772.00**

2013	MERCEDES	$ 260,772.00
03K Exempt 58.34 (a) (11)	**STREET IMPROVEMENTS** – Bond Payment – Project consists of the payment of a Bond for the previous construction of streets throughout the city. CENSUS TRACT: 229.00 (1-4), 230.00 (1,2,4) 231.01 (1-3) 231.02 (1-2) BENEFICIARIES: 13870	**$144,811.00**
21A Exempt 58.34 (a) (3)	**GENERAL PROGRAM ADMINISTRATION-** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. LOCATION: 400 S. Ohio Street, Mercedes, Texas 78570	**$1,800.00**
03O	**FIRE STATION EQUIPMENT** Project consists of the purchase of firefighting equipment for the fire suppressions team such as but not limited to rescue equipment (cutters, spreaders, ram bar and power unit), 3- dual band base stations, and up to 10 dual band mobile radios. LOCATION: 323 South Ohio Avenue, Mercedes, Texas . CENSUS TRACT: 0229.00 (01-05), 0230.00 (01-04), 0231.02 (01-02) AND 0231.01 (01-03) BENEFICIARIES: 1093	**$67,161.00**
05 Cat. Excl. Not Subj. to: 58.35 (b) (3)	**PUBLIC SERVICES (GENERAL) Library** Project consists of the purchase of minor equipment, furnishings and/or supplies for the library to assist with providing services but not limited to the reference area for Mercedes residents. Location: 410 S. Ohio Street, Mercedes, Texas CENSUS TRACT:229.00(1-4),230.00(1,2,4)231.01(1-3)231.02(1-2) BENEFICIARIES: 13870	**$12,000.00**
05A Exempt 58.34 (a) (4)	**SENIOR SERVICES- Amigos Del Valle** Project expenditures include but not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the city of Mercedes. Location of service: Senior Center – 332 E. 5th Street, Mercedes, TX; citywide deliveries. Beneficiaries: 12	**$10,000.00**
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICE (GENERAL)** **- Mercedes Recreational Center** Project expenditures include the reimbursement for the purchase of recreational equipment/ supplies for the youth recreational center activities and programs for the youth as listed but not limited to recreational equipment, game room equipment, computer room equipment and sports equipment for the growth and development of youth 4-18 years of age in the city of Mercedes. Location of service: Mercedes Recreational Center – 701 Mathis Avenue, Mercedes, TX Beneficiaries: 300	**$7,500.00**
05A Exempt 58.34 (a) (4)	**SENIOR SERVICES- Senior Community Outreach Program** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled within the city of Mercedes. Location of service: Main office – 840 W. Austin Ave, Alamo, TX; and City limits of Mercedes. Beneficiares: 27	**$7,500.00**

2013	MERCEDES	(Continued)
05N **Exempt** **58.34 (A)(4)**	**ABUSED & NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER** Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc who provide direct services to the youth of the city of Mercedes. Location of services: CAC office – 525 W. Wisconsin Rd, Edinburg, TX Beneficiaries: 62	**$10,000.00**

2013	PALMHURST	$0.00
	NO WORKPLAN SUBMITTED Funds will be forfeited to Urban County Program Common Fund	

2013	PALMVIEW	$260,772.00
21A **Exempt** **58.34 (a)(3)**	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: Palmview City Hall, 400 W. Veterans Blvd. Palmview, TX	**$3,500.00**
03K **Environmental** **Assessment**	**STREET IMPROVEMENTS** Multi-year funded project utilizing surplus funds from 2010 & 2011. Project consists of construction on South La Homa Road for the purpose of opening South La Homa Road to connect to Business Hwy 83. Project will consist of construction, land acquisition, material testing fees, professional service fees, and related appurtenances as they pertain to project completion. Location: South La Homa and Business 83 in Palmview, Texas Census Data: 202.02 BG 02 81.5% LMA Beneficiaries: 1,718	**$257,272.00**

2013	PEÑITAS	$260,772.00
21A **Exempt** **58.34(a)(3)**	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: Peñitas City Hall, South FM 1427, Peñitas, TX	**$3,900.00**
03F **Cat. Excluded** **Not Subject to** **58.36 (b) (7)**	**PARKS, RECREATIONAL FACILITIES** Multi-Year funded project. Project will consist of 3 additional water features for the splash pad, two sitting areas with benches/bleachers and canopies, drainage improvements to handle the water runoff from the Splash Pad installation, necessary expenses such as advertising fees, professional fees, testing fees, and other related appurtenances as they pertain to project completion. Location: Veterans Memorial Park – South FM 1427 (Main Street) Penitas, TX 78576 Census Data: 242.02 (01,02,04) 62% LMI Beneficiaries: 1 Facility	**$60,000.00**
03K **Environmental** **Assessment**	**STREET IMPROVEMENTS** Project will consist of new construction of Penitas Avenue and Pike Avenue (approximately 1,350 LF.) in El Rio Subdivision to include the base and asphaltic surface and other necessary appurtenances such as drainage lines and inlets, sidewalks, water line replacement with hydrants, professional services, testing fees, and advertisement fees as they pertain to project completion in the surrounding and abutting areas. See attached engineering estimate. Location: Penitas Avenue and Pike Avenue are located in El Rio Subdivision in Penitas, Texas 78576 Census Data: 242.02 (02) Beneficiaries: 2,666 89% LMI	**$196,872.00**

2013	PROGRESO	$260,772.00
03K Environmental Assessment 58.36 8 step Zone B	**STREET IMPROVEMENTS** Project consists of the new construction of streets including but not limited to adjacent/abutting streets within the same general vicinity to include paving and all related appurtenances such as engineering, testing services, advertisements as it pertains to project completion. Baker Drive (from FM 1015 to Catarina Street) 2) Baker Drive (from Arroyo Street to Gonzalez Road, & 3) Miracle Road (from Catarina Road to end of road going west) LOCATION: Two portions of Baker Road and one of Miracle Road. CENSUS DATA: 228 (2-3) BENEFICIARIES: 4865	$ 220,772.00
03F	**PARKS, RECREATIONAL FACILITY IMP.** Project consists of the purchase and installation of playground equipment to include all related engineering fees, material testing fees, and advertisements as they pertain to project completion. LOCATION: Progreso City Park. CENSUS DATA: 0228.00 (01-03) BENEFICIARIES:1 FACILITY	$ 40,000.00

2013	PROGRESO LAKES	
	NO WORKPLAN SUBMITTED Funds will be forfeited to Urban County Program Common Funds.	$0.00

2013	SAN JUAN	$288,636.00
21A Exempt 58.34(a)(3)	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: San Juan City Hall-709 S Nebraska Ave, San Juan, TX 78589	$3,200.00
03K Environmental Assessment	**STREET IMPROVEMENTS** This project entails the lowering of a canal crossing and construction of street widening section to 41 feet from back of curb to back of curb including sidewalks. The adjacent drain ditch will remain as is and the irrigation canal will have 10 foot x 10 food boxes serving as a siphon. The road width will be consistent with the future road improvements planned for Sioux Road. Location: Approximately 1,320 feet east of Raul Longoria Road on the south side of Sioux Road Census Data: 218.01 BG 01,02 Beneficiaries: 10,389 LMI 61.50%	$253,936.00
05A Exempt 58.34(a)(4)	**SENIOR SERVICES - SENIOR COMMUNITY OUTREACH SERVICES** Project expenditures include but not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older) chronically and terminally ill or disabled. Location: Main Senior Community Outreach Office – 840 W. Austin Ave Alamo, TX. Beneficiaries: 39 Elderly	$4,000.00
05A Exempt 58.34(a)(4)	**SENIOR SERVICES – AMIGOS DEL VALLE** Project expenditures include but not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the city of San Juan. Nutritional Health Education will be a new service provided by staff. Location of service: San Juan Nutrition Center/Senior Center – 600 W. 1st Street, San Juan, TX; citywide deliveries. Beneficiaries: 12 Elderly	$10,000.00
05 Exempt 58.34(a)(4)	**PUBLIC SERVICES (GENERAL) - BOYS & GIRLS CLUB OF ALAMO/SAN JUAN** Project funds will be utilized for the reimbursement of salaries and fringe benefits for staff who provide direct services to the youth 4-18 years of age; and to include, but not limited to the purchase of recreational equipment/supplies. The additional service of volleyball programs will be offered to members. Location: Alamo Unit – 501 N. 13th Street, Alamo, TX; and Soresen Elementary – 715 South Standard, San Juan, TX Beneficiaries: 192 Youth	$10,000.00
05N Exempt 58.34(a)(4)	**ABUSED & NEGLECTED CHILDREN – CASA OF HIDALGO COUNTY** Project funds will be utilized for the reimbursement of Court appointed advocates salaries and fringe benefits who provide assistance to the child victim and counseling to children and the family, and supervise child visitations throughout the city of San Juan. Location: CASA Office – 1001 S. 10th Avenue, Edinburg, TX and throughout Hidalgo County Beneficiaries: 70	$7,500.00

2013	SULLIVAN CITY	$260,772.00
21A **Exempt** **58.34(a)(3)**	**GENERAL ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: Sullivan City Hall – 500 Cenizo Sullivan City, Texas 78595	**$3,000.00**
03K **Environmental Assessment**	**STREET IMPROVEMENTS (STREET LIGHTING)** Project will consist of the purchase and installation of approximately 18 solar street lights to include but not limited to professional services, material testing fees, and advertisements as they pertain to project completion and to the abutting and surrounding streets. Location: Cenizo Street (aka Cemetery Road), Guadalupe Flores Road (on Escandon St, Alamo St, and Olmo St), El Pinto Road (Exp 83 to Benavides Elem), Obregon Street, and Paloma Street in Sullivan City, TX Census Data: 242.01 BG 02 & 03 Beneficiaries: 2,071	**$157,900.00**
03F **CE subject to 58.35(a)(1)**	**PARKS, RECREATIONAL FACILITIES** Project will consist of the purchase and installation of approximately four LED lights for the park and will also include the purchase of playground equipment such as a playscape set, swing set, park benches, an picnic tables, to include advertisement fees and related appurtenances as they pertain to project completion. Location: Sullivan City Memorial Park, 500 Cenizo Street (aka Cemetary Road) in Sullivan City, Texas 78595 Census Data: 242.01 BG 02 Beneficiaries: 1 Facility	**$86,872.00**
05E **Exempt** **58.34(a)(4)**	**TRANSPORTATION SERVICES – LRGVDC RIO METRO** Project expenditures will be for the reimbursement of salaries and fringe benefits for bus drivers providing transportation services to low income within Hidalgo County and the Sullivan City area. Location of services: Sullivan City area; Lower Rio Grande Valley Development Council Office located at 311 N. 15th St McAllen, TX. Census Data: 242.01 BG 02 & 03 Beneficiaries: 2,071	**$10,000.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) -LA JOYA YOUTH CENTER** Project expenditures will be utilized to for the reimbursement of salaries and fringe benefits for the recreational leaders at the La Joya Youth Center, who provide youth services for the Sullivan City Youth 4-18 years of age. Will also include the purchase of sports equipment such as, but not limited to baseball bats, baseballs, basketballs, footballs, and uniforms required by regulations of the sport/league to be worn during game time. Location of Services: La Joya Youth Center – 604 Salomon Chapa La Joya, TX 78560 Beneficiaries: 20 Youths	**$3,000.00**

2013	WESLACO	$288,636.00
21A **Exempt 58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. LOCATION: 255 S. Kansas Street.; Weslaco, TX	**$5,202.00**
03J **Environmental Assessment**	**WATER/SEWER IMPROVEMENTS** Project consists of the of the installation of water lines and sewer lines and related street resurfacing improvements to include but not limited to engineering advertisements and material testing as it pertains to project completion. All lines will be installed in the alleys between main roads of Calle Del Cedro, Calle Del Pino Missouri Avenue and Texas Blvd. **LOCATION:** 1) Alley: between Calle del Cedro and Calle del Pino from Railroad to Los Torritos St. 2) Alley between Calle del Pino and Missouri between Rail Road to Los Torritos 3) Alley between Texas and Missouri Avenue from First St. to Los Toritos **CENSUS TRACK:** 224.00 (01-03) **BENEFICIARIES:** 3097	**$ 264,934.00**
05 Exempt	**PUBLIC SERVICE (GENERAL) –Library** Project consists of the purchase of minor equipment, furnishings shelving and related fixtures and/or supplies for the library to assist in providing services but not limited to the reference area for Weslaco residents. **LOCATION:** Weslaco Public Library 515 Kansas Ave. **CENSUS TRACK:** 0223.00 (05) 0224 (01-03) 0225.01 (02) 0225.02 (01 & 03) 0226.00 (01 & 02) 0227.01 (01) 0227.02 (01) 0229.00 (05) 0231.01 (03) **BENEFICIARIES**: 1 Public Fac.	**$15,000.00**
05A	**SENIOR SERVICES – FOSTER GRANDPARENT PROGRAM** Project expenditures include reimbursement of salaries (stipends) and mileage for senior (62 +) volunteers who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training to the youth of the Weslaco city limits & boundaries. Location of service: Main Office – 311 N. 15th Street, McAllen, TX, Weslaco I Head Start location 310 N. Kansas Street,. Weslaco II Head Start location: 3030 N. Texas Blvd. and Margo Elementary school located at 1701 S. Bridge Street, Weslaco, Texas. Beneficiaries: 4	**$ 3,500.00**

2013	PRECINCT NO. 1	$438,220.00
03K Environmental Assessment 8 step process	**STREET IMPROVEMENTS** Project consists of the reconstruction of the Old La Blanca Road North of Mile 9 N to Mile 12 North, to include but not limited to engineering, material testing, paving, drainage, advertisements and any other related appurtenances as it may pertain to the project's completion. LOCATION: Old La Blanca Road from Mile 9 North to Mile 12 North, Donna, TX CENSUS TRACT: 221.01(4), 222.01 (01) BENEFICIARIES: 3642	$249,220.00
21A Exempt 58.34(a)(3)	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. LOCATION: 1902 Joe Stephens Ave., Weslaco, TX 78596	$5,000.00
05 Exempt 58.34 (A)(4)	**PUBLIC SERVICES (GENERAL) – LA UNION DEL PUEBLO ENTERO** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as outreach specialist and stipends to instructors of GED, ESL and citizenship preparation classes. Outreach will include the distribute information about the various programs and services offered by LUPE, conduct community meetings and provide leadership training for community residents within the Precinct No. 1 boundaries. Location of service: Office location 1225 N FM 491 – Mercedes, TX & 7766 Mile 16 N – Edcouch, Texas TX Beneficiaries: 95	$10,000.00
05 Exempt 58.34 (A)(4)	**PUBLIC SERVICES (GENERAL)- GIRL SCOUTS OF GREATER SOUTH TEXAS.** Project expenditures include reimbursement of membership fees, salaries, fringe benefits and mileage for staff providing direct services to the youth girls 4-18 years of age within the Precinct No. 1 boundaries Location of Services: Elementary Schools within Precinct No. 1 Boundaries. Beneficiaries: 266	$4,000.00
05B Exempt 58.34 (A)(4)	**HANDICAPPED SERVICES – CAMP UNIVERSITY** Project expenditures include the reimbursement of salaries and fringe benefits for staff providing a direct service to the disabled young adults in County of Hidalgo boundaries (county wide) Location of service: Main Office: 1400 N. 10th St, McAllen, TX 78502 Beneficiaries: 4	$6,500.00

2013	PRECINCT NO. 1	Continuation
05 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICES (GENERAL) – OPEN HANDS COMMUNITY CHARITABLE SERVICES** Project expenditures include the reimbursement of the purchase of food for low-income families from the RGV Food Bank for the Open Hands agency and will also include a new service the purchase and distribution of shoes for low-income children residing within the Precinct No. 1 boundaries. Location of services: 301 S. 17th Street, Donna, Texas Beneficiaries: 1812	**$17,500.00**
05M **Exempt** **58.34 (A)(4)**	**HEALTH SERVICES – EASTER SEALS RIO GRANDE VALLEY** Project expenditures include but not limited to the reimbursement of outpatient rehabilitation services; such as physical, occupational and speech-language therapy to uninsured adults and children residing in the Pct 1 area. Location of service: 1217 Houston Street, McAllen, Texas Beneficiaries: 10	**$8,000.00**
05 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICES (GENERAL) – MERCEDES RECREATIONAL CENTER** Project expenditures include reimbursement for the purchase of recreational equipment/supplies for the youth 4-18 years of age in the Precinct No. 1 boundaries. Location of service: Mercedes Recreational Center – 701 Mathis Avenue, Mercedes, TX Beneficiaries:750	**$8,000.00**
05 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICES (GENERAL) – BOYS & GIRLS CLUB OF ALAMO / SAN JUAN** Project expenditures include reimbursement of salaries and fringe benefits for staff providing direct services to the youth 4-18 years of age, and purchase of minor recreational equipment / supplies for the youth within the Precinct No. 1 boundaries. Location of service: 501 N. 13th Street, Alamo, Texas 78516 Beneficiaries: 150	**$8,000.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) – BOYS & GIRLS CLUB OF EDINBURG (Hargil)** Project expenditures include reimbursement of salaries and fringe benefits for staff providing direct services such as program coordinator(s), program leader(s) to include the purchase of recreational equipment/ supplies for the youth 4-18 years of age within the Precinct No. 1 boundaries. Location of service: Hargill Elementary 4th & Wilson St, Hargil, TX 78549 Beneficiaries: 75	**$8,000.00**
05A **Exempt** **58.34 (A)(4)**	**SENIOR SERVICES – AMIGOS DEL VALLE** Project expenditures include but not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the Precinct No. 1 boundaries. Location of Services: 1116 N. Conway Avenue, Mission, Texas Beneficiaries: 12	**$8,000.00**

2013	PRECINCT NO. 1	Continuation
05A **Exempt** **58.34 (A)(4)**	**SENIOR SERVICES – FOSTER GRANDPARENT PROGRAM** Project expenditures include reimbursement of salaries (stipends) and mileage for senior volunteers who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training to the youth of the Precinct No. 1 boundaries. Location of services: Margo Elementary – 1701 S. Bridge Street, Weslaco, TX; Weslaco Head Start I – 310 S. Kansas, Weslaco, TX; Memorial Elementary – 910 W. 18th Street, Weslaco, TX; Weslaco Head Start III – Mile 6 ½ & Exp. 83, Weslaco, TX; and other sites as designated Beneficiaries:11	**6,000.00**
05A **Exempt** **58.34 (A)(4)**	**SENIOR SERVICES – SENIOR COMMUNITY OUTREACH SERVICES** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled within the Precinct No. 1 boundaries. Location of services: Main office – 840 W. Austin Ave, Alamo, TX; and surrounding Pct 1 area. Beneficiaries: 12	**$8,000.00**
05E **Exempt** **58.34 (A)(4)**	**TRANSPORTATION SERVICES – VALLEY METRO PUBLIC TRANSPORTATION** Project expenditures will be for the reimbursement of salaries and fringe benefits for bus drivers providing transportation services to low income within Hidalgo County area. Location of services: Pct 1 area; 311 N. 15th St, McAllen, TX Beneficiaries: 16,940 (LMA) County wide project.	**$21,000.00**
05G **Exempt** **58.34 (A)(4)**	**BATTERED & ABUSED SPOUSES – MUJERES UNIDAS** Project expenditures include but not limited to the reimbursement of salaries for staff providing direct services such as Intake clerk/receptionist, etc. Intake receptionist will answer hotline, conduct initial intake, and screen victims. Funds will provide shelter and crisis intervention services for victims of family violence and sexual assault. Location of services: Weslaco Satellite Center – 111 E. 5th Street, Weslaco, TX Beneficiaries: 350	**$8,000.00**
05M **Exempt** **58.34 (A)(4)**	**HEALTH SERVICES – NUESTRA CLINICA DEL VALLE** Project expenditures include reimbursement of dental services, support services of pharmacy, radiology, and laboratory, sub-specialty referral, and other related medical services to children and adults in the Precinct No. 1 area. Location of service: Nuestra Clinica Del Valle – 1200 E. Santa Rosa, Edcouch, TX Beneficiaries: 125	**$8,000.00**

2013	PRECINCT NO. 1	Continuation
05N **Exempt** **58.34 (A)(4)**	**ABUSED & NEGLECTED CHILDREN – CASA OF HIDALGO COUNTY** Project expenditures include reimbursement of salaries and fringe benefits for staff and volunteers providing direct services to the youth. Will also include reimbursement of mileage for volunteers providing direct services to the youth of Hidalgo County. County wide project. Location of services: CASA office – 1001 S. 10th Avenue, Edinburg, TX and throughout Hidalgo County Beneficiaries: **120**	**$8,000.00**
05N **Exempt** **58.34 (A)(4)**	**ABUSED & NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER** Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc who provide direct services to the youth of Hidalgo County. Location of services: CAC office – 525 W. Wisconsin Rd, Edinburg, TX 78539 Beneficiaries: 218	**$25,000.00**
05 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICE (GENERAL) RGV FOOD BANK- (LA VILLA ROSA DE SARRON FOOD PANTRY UNIT)** Project funds shall be used for reimbursement of the purchase of food to be distributed by Iglesia Rosa De Saron who will assist needy families throughout the City of La Villa with distribution of food. Location of service: La Villa Youth Center – 302 West 2nd Street, La Villa, Texas & RGV Food Bank at 2601 West Zennia Avenue, McAllen, Texas 78502. Beneficiaries: 500	**$8,500.00**
05 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICE (GENERAL) RGV FOOD BANK- (ELSA FOOD PANTRY UNIT)** Project expenditures include the reimbursement of expenses for purchased food delivered to the Elsa Housing Food Pantry for distribution to residents of the City of Elsa. Location: Elsa Housing Food Pantry 309 West 3rd Avenue, Elsa TX 78543, RGV Food Bank at 2601 West Zennia Avenue, McAllen, Texas 78502. Beneficiaries: 600 Location of service:	**$8,500.00**
O5 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICES (GENERAL) – AVANCE** Project expenditures include the reimbursement of salaries and fringe benefits for Parent Educator/Toy Instructor, Home Educator, Early Childhood Educators, and purchase of minor supplies for the Toy Making Program for at least 15 families within the Precinct No. 1 area. Beneficiaries: 60 people Location Of Service: Mc Allen, Texas- services provided in Pct. #1.	**$5,000.00**

2013	PRECINCT NO. 2	$438,022.00
03K Environmental Assessment 58.36 8-Step required	**STREET IMPROVEMENTS** Projects will consist of the purchase and installation of solar lights. Location: El Gato Subdivision, Little Mexico Subdivision, White Wing Subdvision, and Road Runner Subdivision. BENEFICIARIES: 20,014	$300,022.00
21A Exempt 58.34(a)(3)	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. LOCATION: 304 E. State, Pharr, TX	$5,000.00
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL) – LA UNION DEL PUEBLO ENTERO** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as outreach specialist and stipends to instructors of GED, ESL and citizenship preparation classes. Outreach will include the distribute information about the various programs and services offered by LUPE, conduct community meetings and provide leadership training for community residents within the Precinct No. 1 boundaries. Location of service: 1601 E. Business HWY 83, San Juan, TX Beneficiaries: 68	$9,698.00
05A Exempt 58.34 (a)(4)	**SENIOR SERVICES – AMIGOS DEL VALLE** Project expenditures include but not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the Precinct No. 2 boundaries Location of service: Senior Center – 600 W. 1st Street, San Juan, TX; 1116 N Conway, Mission, Tx. And Pct 2 deliveries Beneficiaries: 12	$8,000.00
05A Exempt 58.34 (a)(4)	**SENIOR SERVICES – FOSTER GRANDPARENT PROGRAM** Project expenditures include reimbursement of salaries (stipends) and mileage for senior volunteers who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training to the youth of the Precinct No. 2 boundaries. Location of service: Main Office – 311 N. 15th Street, McAllen, TX, surrounding areas of Pct 2. Beneficiaries: 5	$3,500.00

2013	PRECINCT NO. 2	(continued)
05A Exempt 58.34 (a)(4)	**SENIOR SERVICES – SENIOR COMMUNITY OUTREACH SERVICES** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled within Precinct No. 2 boundaries. Location of service: Main office – 840 W. Austin Ave, Alamo, TX; surrounding Pct 2 areas Beneficiaries: 6	**$5,000.00**
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL) - BOYS & GIRLS CLUB OF ALAMO/SAN JUAN** Project expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services such as program director, program leader(s), etc and the purchase of recreational equipment/supplies for the youth 4-18 years of age within the Precinct No. 2 boundaries. Location of service: Alamo Unit – 501 N. 13th Street, Alamo, TX; Beneficiaries: 100	**$13,500.00**
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL) - BOYS & GIRLS CLUB OF PHARR** Project expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services such as unit director, recreational leaders etc. Will also includes the purchase of recreational equipment and supplies for program implementation for services being provided for the youth 4-18 years of age within Precinct No. 2 boundaries. Location of service: Lopezville Unit (North San Juan Elementary) – 2900 N. Raul Longoria, San Juan, TX. Beneficiaries: 300	**$10,000.00**
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL): HIDALGO YOUTH CENTER** Expenditures include the reimbursement of expenses for equipment/supplies purchased for the youth 4-18 years of age (sports uniforms, sports equipment, computer equipment, etc). Project will provide cultural enrichment services to participants through interaction opportunities, provide a variety of educational programs through the use of computers, promote and encourage physical fitness, promote organized sports activities like baseball, soccer and basketball. Location of service: Hidalgo Youth Center – 122 N. 2nd St., Hidalgo, TX; Hidalgo Municipal Park – 610 Judy Drive, Hidalgo, TX Beneficiaries: 500	**$9,000.00**

2013	PRECINCT NO. 2	(continued)
05E Exempt 58.34 (a)(4)	**TRANSPORTATION SERVICES – VALLEY METRO PUBLIC TRANSPORTATION** Project expenditures will be for the reimbursement of salaries and fringe benefits for bus drivers providing transportation services to low income within Hidalgo County area. Location of services: Pct 2 area; main office located at 311 N. 15th St, McAllen, TX Beneficiaries: 16,940 (LMA) County wide project.	**$10,000.00**
05G Exempt 58.34 (a)(4)	**BATTERED & ABUSED SPOUSES – MUJERES UNIDAS** Project expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services such as shelter advocate, transitional housing advocate, etc., who provide shelter and crisis intervention services for victims of family violence and sexual assault within the County of Hidalgo. This will be a county wide project. Location of service: Transitional Housing Social Service Center – 501 N. Cynthia, McAllen; Satellite Office – 420 N. 21st St., McAllen, TX; other undisclosed shelters Beneficiaries: 200	**$13,500.00**
05M Exempt 58.34 (a)(4)	**HEALTH SERVICES – HOPE FAMILY HEALTH CENTER** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, counseling services, prescription assistance, lab referrals, case management, etc., to the low income and uninsured residents of the Pct 2 area. Location of service: Hope Family Health Center – 2332 Jordan Rd, McAllen, TX Beneficiaries: 120	**$8,000.00**
05N Exempt 58.34 (a)(4)	**ABUSED & NEGLECTED CHILDREN – CASA OF HIDALGO COUNTY** Project expenditures include reimbursement of salaries and fringe benefits for staff and child advocates providing direct services to the youth. Will also include reimbursement of mileage for the advocates providing direct services to the youth of Hidalgo County. County wide project. Location of service: CASA office – 1001 S. 10th Avenue, Edinburg, TX and throughout Hidalgo County. Beneficiaries: 90	**$18,000.00**
05N Exempt 58.34 (a)(4)	**ABUSED & NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER** Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc who provide direct services to the youth of Hidalgo County. This is a county wide project. Location of service: CAC office – 525 W. Wisconsin Rd, Edinburg, TX Beneficiaries: 90	**$15,000.00**
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICE (GENERAL) – ARISE SOUTH TOWER** Project expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services for the programs which will provide family education and self-development through program activities for children and adults such as, English language development, ESL classes, literacy in Spanish for Adults, offer cultural programs, arts and crafts, storytelling, Folklorico, etc., and provide citizenship preparation classes to adults. Other services provided are sewing classes and health support groups for the citizens of Precinct No. 2. Location of service: 1417 South Tower Road, Alamo, Texas; outreach services will also be conducted in the Pct 2 area. Beneficiaries: 1570	**$10,000.00**

2013	PRECINCT NO. 3	$438,220.00
21A Exempt 58.34(a)(3)	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. Location: Precinct No.3 Office - 724 N. Breyfogle, Mission, TX 78574	**$5,000.00**
03K Cat. Excluded Not Subj. to 58.36(b)(7)	**STREET IMPROVEMENTS** Project consists of overlay and/or new construction of county roads in Precinct No. 3, to include but not limited to adjacent/abutting streets within the same general vicinity and related appurtenances to provide safety for commuting conditions in the area. Will also include engineering professional services, material testing fees and the purchase of materials as they relate to project completion. Locations: Minnesota Road (8 Mile to 9 Mile), Mile 9 (from Conway to Inspiration Road), Mile 9 ½ (from Conway to Trosper Rd), 2 Mile (from FM 492 to Abram Road), 2 Mile (from FM 492 to La Homa Rd), Colona Monte Cristo Phase I & 2, and Ariel Subdivision No. 3 (Marisol Street)_. Census Data: 202.01 BG 01, 202.02 BG 01, 202.03 BG 01, 241.01 BG 01 & 02, 241.03 BG 01 & 02, 241.04 BG 04 Beneficiaries: 26,709 72% LMI	**$241,258.00**
05N Exempt 58.34 (a)(4)	**ABUSED & NEGLECTED CHILDREN – CASA Of Hidalgo Co.** Project expenditures include reimbursement of salaries and fringe benefits for staff and child advocate volunteers providing direct services to the youth. Will also include reimbursement of mileage for volunteers providing direct services to the youth of Hidalgo County. County wide project. Service location: Court Appointed Special Advocates (CASA) of Hidalgo, 1001 S 10th Avenue, Edinburg TX 78539 Beneficiaries: 89	**$35,000.00**
05N Exempt 58.34 (a)(4)	**ABUSED & NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER (CAC)** Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc who provide direct services to the youth of Hidalgo County. This is a county wide project. Location: CACHC Office – 525 W. Wisconsin Rd, Edinburg, TX Beneficiaries: 140	**$25,000.00**
05G Exempt 58.34(a)(4)	**BATTERED & ABUSED SPOUSES – WOMEN TOGETHER/ MUJERES UNIDAS** Project expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services such as shelter advocate, transitional housing advocate, etc., who provide shelter and crisis intervention services for victims of family violence and sexual assault within the County of Hidalgo. This will be a county wide project. Location: Mujeres Unidas/Transitional Housing Social Service Center – 501 N. Cynthia, McAllen and Satellite Office – 420 N. 21st St., McAllen, TX; other undisclosed shelters. Beneficiaries: 594	**$11,000.00**

2013	**PRECINCT NO. 3**	**Continued (part 2 of 3)**
05B **Exempt** **58.34 (A)(4)**	**HANDICAPPED SERVICES – C.A.M.P. UNIVERSITY** Project expenditures include the reimbursement of salaries, fringe benefits for staff providing a direct service to the disabled young adults in County of Hidalgo Boundaries (county wide). Funds will also purchase supplies and minor equipment for program implementation. Location of service: First Christian Church, 10th Street South of Pecan Blvd, McAllen, Texas and C.A.M.P. University, 1400 N. 10th St, McAllen, TX 78502 Beneficiaries: 6	**$15,000.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – HOPE FAMILY HEALTH CENTER** Project expenditures include reimbursement of expenses for medical services, counseling services, prescription assistance, lab referrals, case management, etc., to the low income and uninsured residents of the Pct 3 area. Location: Hope Family Health Center, 2332 Jordan Rd McAllen TX 78503 Beneficiaries: 100	**$10,000.00**
05M **Exempt** **58.34(a)(4)**	**SENIOR SERVICES – SENIOR COMMUNITY OUTREACH SERVICES, INC.** Project expenditures include but not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older) chronically and terminally ill or disabled. Location: Senior Community Outreach Services 840 W Austin Ave in Alamo, TX Beneficiaries: 18	**$10,000.00**
05 **Exempt** **58.34(a)(4)**	**PUBLIC SERVICES (GENERAL) – LA UNION DEL PUEBLO ENTERO (LUPE)** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as outreach specialist and stipends to instructors of GED, ESL and citizenship preparation classes. Outreach will include the distribute information about the various programs and services offered by LUPE, conduct community meetings and provide leadership training for community residents within the Precinct No. 3 boundaries. Location of services: LUPE 349 W Dawes St Alton, TX Beneficiaries: 72	**$11,942.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – AMIGOS DEL VALLE, INC.** Project expenditures include but not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the Precinct No. 3 boundaries. Will also include social services such as case management, which entails quality home visit assessments, information, referred services, and the additional service of nutritional health education. Location: 1116 N Conway Ave Mission, TX 78572 Beneficiaries: 13	**$11,000.00**

2013	PRECINCT NO. 3	Continued (part 3 of 3)
05E Exempt 58.34(a)(4)	**TRANSPORTATION SERVICES – VALLEY METRO PUBLIC TRANSPORTATION** Project expenditures will be for the reimbursement of salaries and fringe benefits for bus drivers providing transportation services to low income within Hidalgo County area. Location of services: Precinct No. 3 area; Lower Rio Grande Valley Development Council Office located at 301 W Railroad, Weslaco, Texas 78596 Beneficiaries: 7,879	**$25,000.00**
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL) –BOYS & GIRLS CLUB OFMISSION** Project expenditures will be utilized for the reimbursements of salaries and fringe benefits for staff such as program leaders who provide direct services to the youth 4-18 years of age within the Precinct No. 3 boundaries. Will also include the purchase of equipment and supplies for programs being provided to the youth. Location: Jessie Jensen Elementary Unit located on 5 ½ Glasscock Road in Mission, TX 78572 Beneficiaries: 250	**$37,000.00**
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL) – GIRL SCOUTS OF GREATER S.TEXAS** Project expenditures will be utilized for the reimbursement of Membership dues for LMI girls 4-18 years of age within the Precinct No. 3 area. Location: Girl Scouts of Greater South Texas 1109 W Nolana Ste 202 McAllen, TX Beneficiaries: 85	**$1,020.00**

2013	PRECINCT NO.4	$ 468.685.00
21A Exempt 58.34 (a) (3)	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the compliance of CDBG requirements such as advertisements, postings and coordinating project activities. LOCATION: 1051 N. Doolittle Rd., Edinburg, TX	$5,000.00
03O Cat. Excluded Not Subj. To: 58.35 (b)(7)	**PARKS, RECREATIONAL FACILITIES –SUNFLOWER PARK** Project consists of the continuation of funding for the development of Sunflower Park in the Precinct No. 4 area. A total of $319,865.68 has been previously allocated for the development of Sunflower Park. Note that this will be a multi-year funded Parks, Recreational Facility Improvements Project which will be completed in several phases. Project should include but not limited to the construction of parking facility, restroom facilities, solar lighting, walking trail, baseball and or soccer field, basketball pavilion, purchase and installation of playground equipment BBQ Pits and the construction of a versatile sports filed and work out stations, to include but not limited to architectural fees, material testing and geo technical testing fees, advertisements and related appurtenances as they pertain to project completion. Project Location: Sunflower Park – Hwy 107 & Sunflower St, San Carlos Census: 235.07 (BG 01 & 02) Beneficiaries: 5936 total LMI: 3807 LMI % 64.13	$120,842.50
03F Environmental Assessment 58.36	**PARKS, RECREATIONAL FACILITIES –BREWSTER PARK** Project should include but not limited to the construction of parking facility, restroom facilities, solar lighting, walking trail, baseball and or soccer field, basketball pavilion, purchase and installation of playground equipment BBQ Pits and the construction of a versatile sports filed and work out stations, to include but not limited to engineering fees, material testing and geo technical testing fees, and advertisements as they pertain to project completion. Project may become a multi-year funded project. Project Location: 22420 FM Road 1017 Linn, Texas Census: 0243.01 (01) Beneficiaries: 1513	$179,767.50
05E Exempt 58.34 (a)(4)	**TRANSPORTATION SERVICES – LRGVDC VALLEY METRO** Expenditures include the reimbursement of salaries and fringe benefits of bus drivers of the Valley Metro transportation service who provide public transportation to residents of Pct 4 and through out the County Of Hidalgo. This is a county wide project. Location of service: Pct 4 area; 311 N. 15th St, McAllen, TX (office) Beneficiaries: 6566	$10,000.00
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL) – BOYS & GIRLS CLUB OF EDINBURG** Project expenditures include reimbursement of salaries and fringe benefits for staff providing direct services such as program coordinator(s), program leader(s), etc., including the purchase of recreational equipment/ supplies for programs being provided by the club for the youth 4-18 years of age within the Pct. #4 boundaries. Location of service: Brewster Elementary – Approx. 15 Miles N of HWY 281, San Manuel, TX; San Carlos Unit – 6th St and East HWY 107, San Carlos, TX; Kennedy Elementary – East on HWY 107 & 83rd Street, San Carlos, TX and Faysville Unit- Guerra Elementary, 10010 N. Via Fernandez Street Beneficiaries: 495	$60,000.00

2013	PRECINCT NO.4	(CONTINUED)
05N Exempt 58.34 (a)(4)	**ABUSED & NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER.** Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc who provide direct services to the youth of Hidalgo County. This is a county wide project. Location of service : CAC office – 525 W. Wisconsin Rd, Edinburg, TX Beneficiaries:85	**$17,500.00**
05G Exempt 58.34 (a)(4)	**BATTERED & ABUSED SPOUSES – MUJERES UNIDAS** Project expenditures include the reimbursement of salaries and fringe benefits for staff providing direct services such as shelter advocate, transitional housing advocate, etc., who provide shelter and crisis intervention services for victims of family violence and sexual assault within the County of Hidalgo. This will be a county wide project. Location of service: Transitional Housing Social Service Center – 501 N. Cynthia, McAllen; Satellite Office – 420 N. 21st St., McAllen, TX; other undisclosed shelters. Beneficiaries: 350	**$12,000.00**
05A Exempt 58.34 (a)(4)	**SENIOR SERVICES – AMIGOS DEL VALLE** Project expenditures include but not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the Precinct No. 4 boundaries. Will also include social services such as case management, which entails quality home visit assessments, information and referred services. Location of Service: Amigos Del Valle Center – 1116 N. Conway Ave., Mission, TX; and surrounding Pct 4 areas Beneficiaries: 9	**$7,500.00**
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL) – GIRL SCOUTS OF GREATER SOUTH TX** - Project expenditures include reimbursement of membership fees, salaries, fringe benefits and mileage for staff providing direct services to the youth girls 4-18 years of age within the Precinct No. 4 boundaries. Location of service: Brewster Elementary – Approx. 15 Miles N of HWY 281, San Manuel, TX; Beneficiaries: 350	**$5,400.00**
05A Exempt 58.34 (a)(4)	**SENIOR SERVICES – SENIOR COMMUNITY OUTREACH SERVICES** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled within Precinct No. 4 boundaries. Location of service: Main office – 840 W. Austin Ave, Alamo, TX; surrounding Pct 4 areas. Beneficiaries: 24	**$10,000.00**
O5 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL)- La Union Del Pueblo Entero** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as outreach specialist and stipends to instructors of GED, ESL and citizenship preparation classes. Outreach will include the distribute information about the various programs and services offered by LUPE, conduct community meetings and provide leadership training for community residents within the Precinct No. 1 boundaries. Beneficiaries: 275	**$5,210.00**

2013	PRECINCT NO.4	(CONTINUED)
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL) The Pharr Literacy Center** Project expenditures include but are not limited to the reimbursement of an outreach specialist's salaries and program supplies and related expenses. The specialist will conduct outreach meeting and provide classes in language acquisition (ESL) , general education development (GED) and employability skills. Supportive services include domestic violence, health awareness promotion, a colonia outreach initiative and cultural arts program. Location: 203 W. Quentin Newcombe Ave. Pharr, Tx Beneficiaries: 75	**$5,000.00**

21A **Exempt**	**UCP GENERAL ADMINISTRATION** Funding for staff salaries/fringe benefits, and other associated administrative costs for the administration of the Urban County Program.	**1,297,781.00**
03K **ENVIRONMENTAL ASSESSMENT** **58.36**	**UCP COMMON FUND-** PROJECT CONSISTS OF FUNDS TO BE ADMINISTERED AND UTILIZED BY THE UCP ADMINISTRATION TO ASSIST ADDITIONAL FUNDING FOR STREET IMPROVEMENTS WITHIN THE EIGHTEEN (18) CITIES AND FOUR (4) PRECINCT AREAS OF HIDALGO COUNTY.	**43,481.00**

2013	HOME PROGRAM	$1,585,892.00
21A Exempt	**HOME GENERAL ADMINISTRATION** Funding for staff salaries/fringe benefits, and other associated administrative costs for the administration of the HOME Program.	**$158,589.00**
13 Environmental Assessment 58.36	**DIRECT HOMEOWNERSHIP ASSISTANCE** Project will provide principal reduction, down payment and closing cost assistance to fifteen (15) eligible first time homebuyers.	**$50,000.00**
14A Environmental Assessment 58.36	**OWNER- OCCUPIED REHABILITATION PROGRAM** Project will provide rehabilitation and reconstruction services to twenty (20) substandard homes for eligible homeowners and includes project delivery expenses.	**$977,303.00**
12 Environmental Assessment 58.36	**CHDO PROGRAM** Funding for two area community housing development organizations for the construction of up to twenty (20) new single-family homes and includes project delivery expenses.	**$400,000.00**

2013	EMERGENCY SOLUTIONS GRANT	$628,449.00
SHELTER OPERATIONS	**OPERATING COSTS OF HOMELESS/AIDS PATIENTS PROGRAM MUJERES UNIDAS/WOMEN TOGETHER-** **Maintenance & Operations** To pay for shelter maintenance, operations, rent, security, equipment, insurance, utilities, food, and furnishings. Beneficiaries: 600 Location: 501 N. Cynthia St. McAllen, Tx, 511 N. Cynthia, and 420 N. 21st Street, McAllen, Tx	**$135,402.00**
	PUBLIC SERVICES – MUJERES UNIDAS – Essential Services – To provide transportation and other services concerned with employment, health, drug abuse counseling or education for eligible clients (victims of domestic abuse) Beneficiaries: 500 Location: 501 N. Cynthia St. McAllen, Tx 511 N. Cynthia, and 420 N. 21st Street, McAllen, Texas	**$53,200**
	OPERATING COSTS OF HOMELESS/AIDS PATIENTS PROGRAM THE SALVATION ARMY- **Maintenance & Operations** To pay for shelter maintenance, operations, rent, security, equipment, insurance, utilities, food, and furnishings. Beneficiaries: 800 Location: 1600 North 23rd Street, McAllen, Tx	**$74,100**
	PUBLIC SERVICES – SALVATION ARMY – Essential Services – Will provide essential services to clients by case workers on clients who are at imminent risk of becoming homeless due to rental evictions, mortgage foreclosures and utility disconnect notices Beneficiaries: 800 Location: 1600 North 23rd Street, McAllen, Texas	**$14,250**
	TOTAL SHELTER	**$276,952**
HOMELESS PREVENTION	**CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY –Homeless Prevention** To provide rental and utility assistance to individuals or families that have received eviction or utility disconnect notices. Beneficiaries: 520 Location: 700 N. Virgen de San Juan Blvd. San Juan Tx.	**$88,350**
	CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY – HP Housing Relo Will provide essential services by case workers on counseling clients who are almost at risk of becoming homeless due to rental evictions, mortgage foreclosures, and utility disconnect notices. Beneficiaries:500 Location: 700 N. Virgen de San Juan, San Juan Tx.	**$71,250**

HOMELESS PREVENTION	**ADVOCACY RESOURCE CENTER FOR HOUSING (ARCH)** **Homeless Prevention:** To provide rental assistance to individuals or families that have received eviction notices, mortgage foreclosures and utility disconnect notices. Beneficiaries: 250 Location: 2507 Buddy Owens St. McAllen, Texas	**$59,201**
	ADVOCACY RESOURCE CENTER FOR HOUSING (ARCH) **HP Housing Relo:** To provide services by case worker on clients who are at the risk of becoming homeless due to either rental evictions, mortgage foreclosures, and utility disconnect notices. Beneficiaries: 300 Location: 2507 Buddy Owens St. McAllen, Texas	**$58,900**
	TOTAL HP	**$277,701**
DATA COLLECTIONS	**CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY – HMIS Data Collections** Funds will be used to pay for costs contributing to data to HMIS designated by the Continuum of Care. Eligible activities include (computer hardware, software or equipment, technical support, office space, salaries of operators, staff training costs and participation fees.) Beneficiaries:500 Location: 700 N. Virgen de San Juan, San Juan Texas	**$7,600**
	MUJERES UNIDAS – HMIS Data Collection- Funds will be used to pay for costs contributing to data collections and reporting. Eligible activities include (computer hardware, software or equipment, office space, salaries of operators, staff training costs and participation fees.) Beneficiaries: 500 Location: 501 N. Cynthia St. McAllen, Tx 511 N. Cynthia, and 420 N. 21st Street, McAllen, Texas	**$9,975**
	ADVOCACY RESOURCE CENTER FOR HOUSING (ARCH)- HMIS Data Collections Funds will be used to pay for costs contributing to data to HMIS designated by the Continuum of Care. Eligible activities include (computer hardware, software or equipment, technical support, office space, salaries of operators, staff training costs and participation fees.) Beneficiaries: 250 Location: 2507 Buddy Owens St. McAllen, Texas	**$6,712**
	THE SALVATION ARMY– HMIS Data Collection- Funds will be used to pay for costs contributing to data to HMIS designated by the Continuum of Care. Eligible activities include (computer hardware, software or equipment, technical support, office space, salaries of operators, staff training costs and participation fees.) Beneficiaries: 800 Location: 1600 North 23rd Street, McAllen, Texas	**$2,375**
	TOTAL DATA	**$26,662**
GENERAL ADMINISTRATION	**ESG – GENERAL ADMINISTRATION** Project funds pays for staff salaries and administrative costs incurred for the administration of the Emergency Shelter Grant Program. Location: 3304 West Alberta Rd. Edinburg, Texas	**$47,134**

AI-38409 **Urban County 14. D.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Amanda Flores **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting authorization to use the County's Right of Way Agents to coordinate the following: survey metes and bounds, title reports, title policies, appraisals, review appraisals, and acquisition related to the Round 2.1 projects known as the "Delta Area Connector/ East Lateral" in Precinct No.1, Penitas Drain for Precinct No.3 and for the Round 2.2 project known as "Alberta Drain" in Precinct No. 4.

BACKGROUND

The Delta Area Connector/ East Lateral Project consist of Flood and Drainage Improvements as needed in the Precinct No.1 vicinity utilitizing GLO-DR funds. Construction shall take place in Hidalgo County, Texas, from Mile 12 ½ Road to the Hidalgo County Drainage District No. 1 Ditch. Construction for Penitas Drain shall take place from Rodriguez Road to U.S. Expressway 83. Proposed improvements will significantly increase the capacity of the storm sewer system and reduce flooding. Construction for Alberta Drain shall take place from an existing channel approximately 0.89 miles from east of Tower Road, between Alberta Road and Owassa Road to the west approximately 0.25 miles west of Tower Road. (attached please find the performance statements for each project)

Attachments

Performance statement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/25/2013 08:20 AM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Mary Flores Started On: 04/24/2013 04:31 PM

Final Approval Date: 05/03/2013

Performance Statement

County of Hidalgo

Grantee shall carry out the following activities in the target area identified in its 2008 Texas CDBG Disaster Recovery Supplemental Grant application to aid areas most impacted and distressed by Hurricanes Ike or Dolly. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Grantee shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the budget.

As a result of Hurricane Dolly on July 23, 2008, the county sustained flooding that resulted in drainage infrastructure failure. The existing drainage system infrastructure failed to function because the current systems were unable to convey the volume of water generated during Hurricane Dolly. The failure of the drainage systems to function threatened the public health, safety, and welfare of all served by these facilities due to flooding. The County is in need of adequately-sized drainage infrastructure to reduce flooding.

Flood and Drainage Facilities-5

Penitas Drain Round 2.1

Grantee shall purchase and install approximately eight hundred twenty-five feet (825 ft.) of storm pipe (box and RCP) along with an associated outfall for the proposed system within the Colonias of Puerta Blanca, Daniel Ozuna, Reina, and Ramona. Work will include the installation of drainage inlets, manholes, driveway and pavement repairs, ditch excavation, concrete riprap, headwalls, associated appurtenances, and perform site work associated with the construction. Construction shall take place in Hidalgo County, Texas, from Rodriguez Road to U.S. Expressway 83. Proposed improvements will significantly increase the capacity of the storm sewer system and reduce flooding.

These activities shall benefit six thousand two hundred eighty-three (6,283) persons, of which four thousand four (4,004), or sixty-three percent (63%), are of low to moderate income.

South Fork Drain

Grantee shall purchase and install drain check valves for existing outfall structures in the South Floodwater Channel and provide a new storm lateral to drain the South Fork Colonia and surrounding area. Work will include existing ditch clearing/grubbing, channel and trench excavation, riprap, installation of storm and irrigation pipe (box and RCP), headwalls, concrete weir, associated appurtenances, and perform site work associated with the construction. Construction shall take place in Hidalgo County, Texas, from west Cage Boulevard to the USIBWC Floodway. Proposed improvements will increase the capacity of the drainage system and reduce flooding.

These activities shall benefit fourteen thousand six hundred twenty-five (14,625) persons, of which eleven thousand three hundred seventy-five (11,375), or seventy-seven percent (77%), are of low to moderate income.

Delta Area Connector and Lateral Round 2.1

Grantee shall construct new storm sewer collection systems, swales, culverts, and outfalls at Colonias Bernal Heights, Bar, Chapa North, Chapa South, Olivarez#10, Olivarez#4, Puesta del Sol, Sunrise Subdivision, Olivarez #7, Olivearez #9, Olivarez #18, Tijerina Estates, and Mesquite Acres. Work will include installation of box culverts, a gated box structure, concrete headwalls and weirs, irrigation pipes, and associated appurtenances. In addition, grantee shall clear and grub existing drainage system, excavate channel, install concrete riprap for erosion protection, and perform pavement repair and other site work associated with the construction. Construction shall take place in Hidalgo County, Texas, from Mile 12 ½ Road to the Hidalgo County Drainage District No. 1 Ditch. Proposed improvements will increase the capacity of the drainage system and reduce flooding.

These activities shall benefit sixty-four thousand six hundred ninety (64,690) persons, of which forty-four thousand three hundred twenty-one (44,321), or sixty-eight percent (68%), are of low to moderate income.

Acquisition-24

Grantee shall acquire easements as needed to accommodate proposed drainage system improvements. Grantee shall carry out all acquisition of needed real property, easements, and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*) and HUD implementing regulations (24 CFR Part 42).

Engineering-30

Grantee shall ensure the amount of the funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services, does not exceed the amount specified for engineering in the Budget.

Planning / Project Delivery-33

Grantee shall ensure the amount of the funds expended for all eligible project-related "planning / project delivery" administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for Planning / Project Delivery in the Budget.

Round 2.2

Pct. 4 Alberta Drain

Grantee shall construct a new east-west lateral drainage system to outfall into the HCDD drainage system. Grantee shall purchase and install new culverts ranging in size from eighteen inches to sixty inches (18 in. - 60 in.), along with associated drainage inlets, junction boxes, manholes, and repair pavement as needed. Grantee shall also perform ditch excavation, install concrete riprap, regrade and excavate roadside ditches, make utility and irrigation adjustments, and perform site work associated with construction. Proposed improvements will ensure proper conveyance of storm water and significantly reduce flooding. Construction shall take place at the following location in Edinburg, Texas:

Flood and Drainage Facilities:	Location:	HUD Performance Measure:	Approximate Units:
Drainage channel and storm sewer improvements	From: An existing channel approx. 0.89 miles east of Tower Road, between Alberta Road and Owassa Road To: West to a point approx. 0.25 miles west of Tower Road	Linear Feet	6,040

These activities shall benefit one thousand eight hundred sixty-one (1,861) persons, of which one thousand six hundred sixty-nine (1,669), or eighty-nine percent (89%), are of low to moderate income.

Acquisition - 24

Grantee shall acquire easements as needed to accommodate the Pct. 4 Alberta Drain drainage improvements. Grantee shall carry out all acquisition of needed real property, easements, and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq.) and HUD implementing regulations (24 CFR Part 42).

Engineering - 30

Grantee shall ensure the amount of the funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services, does not exceed the amount specified for Engineering in the Budget.

Project Delivery - 33

Grantee shall ensure the amount of the funds expended for all eligible project-related "project delivery" administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for Project Delivery in the Budget.

AI-38379 **Urban County 14. E.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Irene Montoya **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

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

1. (1) Unit in the City of Weslaco in the amount of $53,680 to G & G Contractors.

BACKGROUND

STAFF COMMENTS & RECOMMENDATION:

The applicant was approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on September 4, 2012. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, December 5, 2012.

the funding Year would be 2012.

Attachments

Bid Tabulation
Liability Insurance
Loan Agreement
plans

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/24/2013 08:19 AM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Mary Flores Started On: 04/23/2013 04:48 PM

Final Approval Date: 05/03/2013

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: December 05, 2012 Bid Opening Time: 9:30 am

Description of Bid: Demolition and Reconstruction of One (1) Unit in the City of Granjeno, One (1) Unit in the City of Mercedes, One (1) Unit in the City of Weslaco, One (1) in the County Side Area

Grant #: M-11-UC-48-0501-ET-02

QUALITY INVESTMENTS				
	UNITS	TOTAL BID AMOUNT	ADDENDUM #1 ACKNOWLEDGED	BID BOND/CASHIER'S CHECK INCLUDED
1	V. MATA	$59,899.00	YES	BB INCLUDED
2	G. T. URESTI	$47,399.00	YES	BB INCLUDED
3	F. MIRELES	$53,899.00	YES	BB INCLUDED
4	P. RODRIGUEZ	$49,899.00	YES	BB INCLUDED

G & G CONTRACTORS				
	UNITS	TOTAL BID AMOUNT	ADDENDUM #1 ACKNOWLEDGED	BID BOND/CASHIER'S CHECK INCLUDED
1	V. MATA	$54,680.00	YES	BB INCLUDED
2	G. T. URESTI	$44,680.00	YES	BB INCLUDED
3	F. MIRELES	$53,680.00	YES	BB INCLUDED
4	P. RODRIGUEZ	$43,680.00	YES	BB INCLUDED

*TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED

0.00G+

54,680.00 +
44,680.00 +
53,680.00 +
43,680.00 +
196,720.00G+

54,680.00 +
44,680.00 +
53,680.00 +
43,680.00 +
196,720.00M+

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/12/2013

PRODUCER

EDDIE VILLARREAL INSURANCE AGENCY
506 W UNIVERSITY DR
EDINBURG, TX 78539
956-381-0951 * ASK FOR VIOLA ALLEN

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

INSURED

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

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

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	3DL0679	03/14/13	03/14/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	604891354	03/14/13	03/14/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP-0001221990	03/15/13	03/15/14	WC STATU-TORY LIMITS [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CONSTRUCTION LOAN AGREEMENT

[illegible]

[illegible] ("[illegible]"), [illegible] May 7, 2013, [illegible] . [illegible] [illegible] [illegible]

[illegible]:

[illegible]

[illegible]:

[illegible]

[illegible]: [illegible]

[illegible]:

[illegible] May 7, 2013 [illegible]

[illegible]: $53,680.00

[illegible]:

1. [illegible].

(a) [illegible] 53, [illegible] 1 (a) [illegible].

(b) [illegible] ("[illegible]"), [illegible]: (i) [illegible]; (ii) [illegible]; (iii) [illegible]; [illegible] (iv) [illegible].

(c) [illegible].

(d) [illegible] 40% [illegible] ("[illegible]") [illegible] 50% [illegible] 3 [illegible] 50% [illegible] ("[illegible]") [illegible] 4 [illegible].

(e) [illegible] 90% [illegible] 4 ([illegible]) [illegible].

(f) [illegible] 53, [illegible].

(1) [illegible]

2. [illegible]

3. [illegible]:

(1) [illegible];

(1) [illegible] 53, [illegible];

(1) [illegible], [illegible] 162, [illegible];

(1) [illegible];

(1) [illegible];

(1) [illegible]

[illegible];

(j) [illegible] 416, [illegible]; and

(k) [illegible].

4. [illegible]. [illegible] 5) [illegible] 3 [illegible]:

(a) [illegible] 53, [illegible] (a) [illegible]; (b) [illegible];

(b) [illegible]: (a) [illegible]; and (b) [illegible];

(c) [illegible].

5. [illegible]: (a) [illegible]; (b) [illegible]; (c) [illegible]; and (d) [illegible] 4 [illegible],

[illegible]. [illegible], [illegible] [illegible] [illegible]

(h) [illegible] [illegible] [illegible]

[illegible]

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

9. [illegible]

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

OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.

11. [illegible]

(10) [illegible]

(10) [illegible]

12. [illegible]

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

_____

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

_____

Fortunato Mireles

_____

Margarita Mireles

CONTRACTOR'S SIGNATURE:

_____

Rene Garza
G& G Contractors

(Individual/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on Margarita Mireles, on May 7, 2013.

Notary Public, State of Texas

(Individual/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on Fortunato Mireles, on May 7, 2013.

Notary Public, State of Texas

(Individual/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on Rene Garza G & G Contractors on May 7, 2013.

Notary Public, State of Texas

(Acknowledgment for Individual Executing Document in Representative Capacity)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 6th day of Diana Serna, 2013.

Notary Public, State of Texas

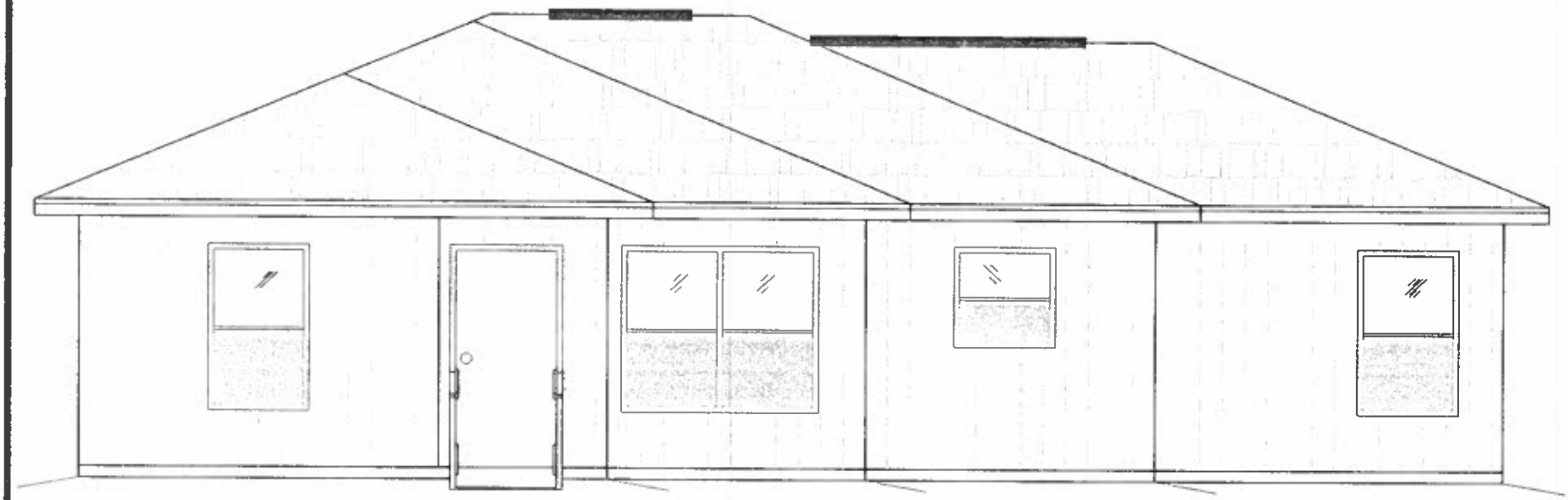
Lot 9, Mariposa Subdivision, a subdivision containing 49.66 acres of land out of Farm Tract (168) and (169) West and Adams Tract Subdivision, Hidalgo County Texas.

[redacted]

[illegible]

[illegible]: NONE

MIRELES RESIDENCE



Fortunato Mireles
1810 Mariposa Dr - Weslaco
956-363-5222

URBAN COUNTY PROGRAM
1916 TESORO BLVD. - PHARR, TEXAS
(956) 787-8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

FORTUNATO & MARGARITA MIRELES
1810 MARIPOSA DR - WESLACO, TX

TOTAL AREA
1196 SQ. FT.

172.48'

15'

35.54'

35.36'

LOT 9 MARIPOSA SUBDIVISION

105.10'

105'

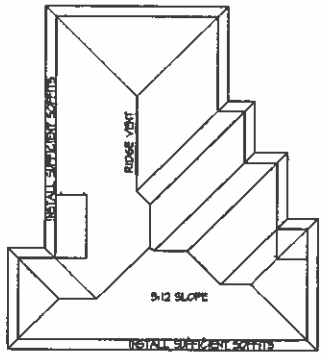
1810 MARIPOSE DR.

NOTE:

Please verify with city/county on setbacks and for any requirements reguarding sidewalk, driveway, landscaping, and any other obligations as per city regulations/ordinances.
HOWEVER, any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.
Install both a ramp, steps and railings as per owners request of location.
In addition, remember to replace septic tank if needed and is more than 10 yrs old.

House to be built on original location.



20'
REAR SETBACK

25'
FRONT SETBACK

6'

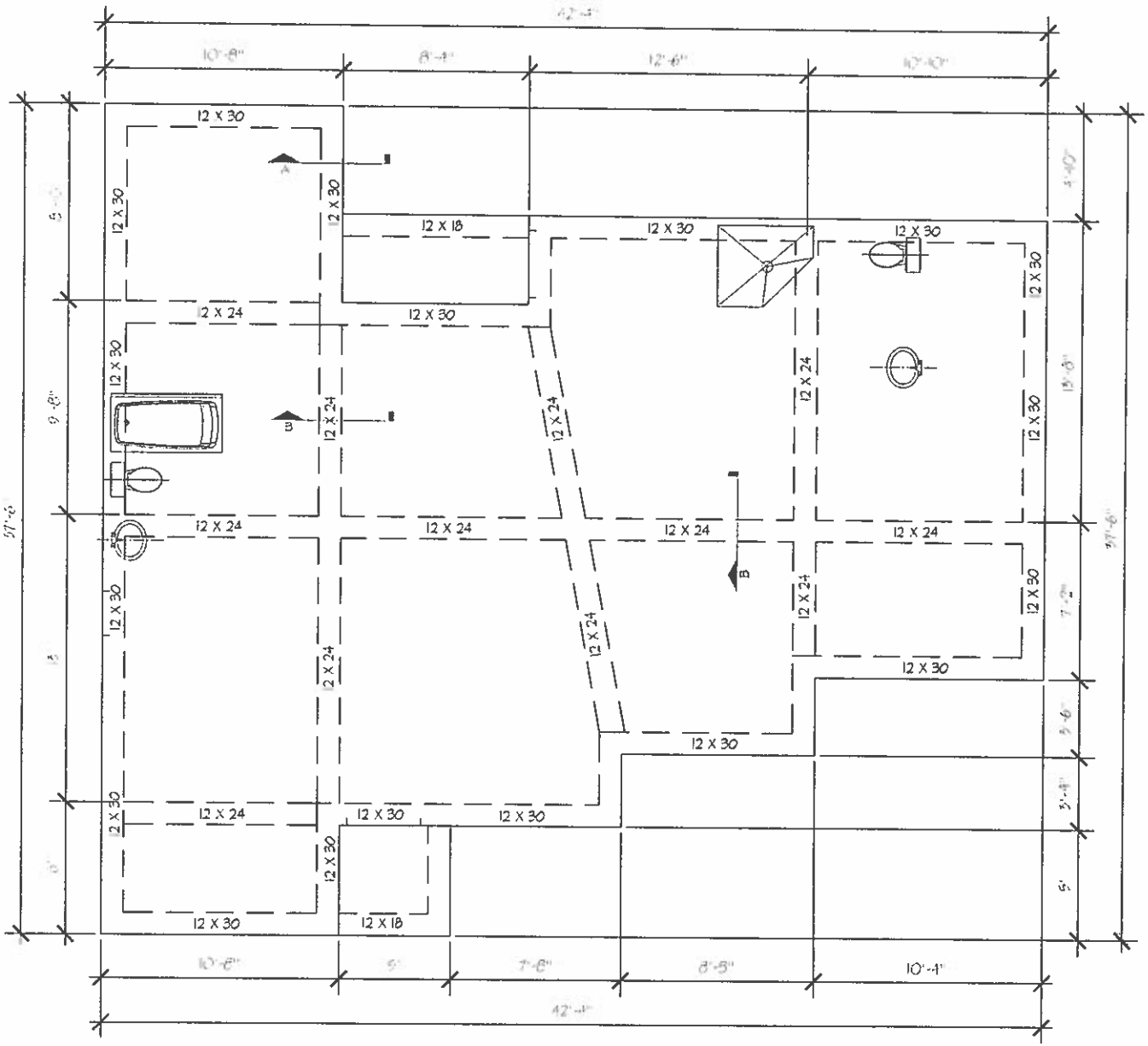
223.81'

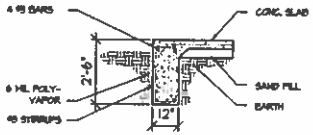
1 ROOF/ PLOT PLAN
XREF
SCALE: 1" = 1'-0"

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PORFIRIO & RITA GOMEZ
11730 ORANGE GROVE - MERCEDES, TX

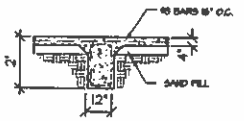
LIVING AREA
1196 SQ. FT.





A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS: AT ALL CORNERS & INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY, COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB, UNLESS OTHERWISE NOTED.

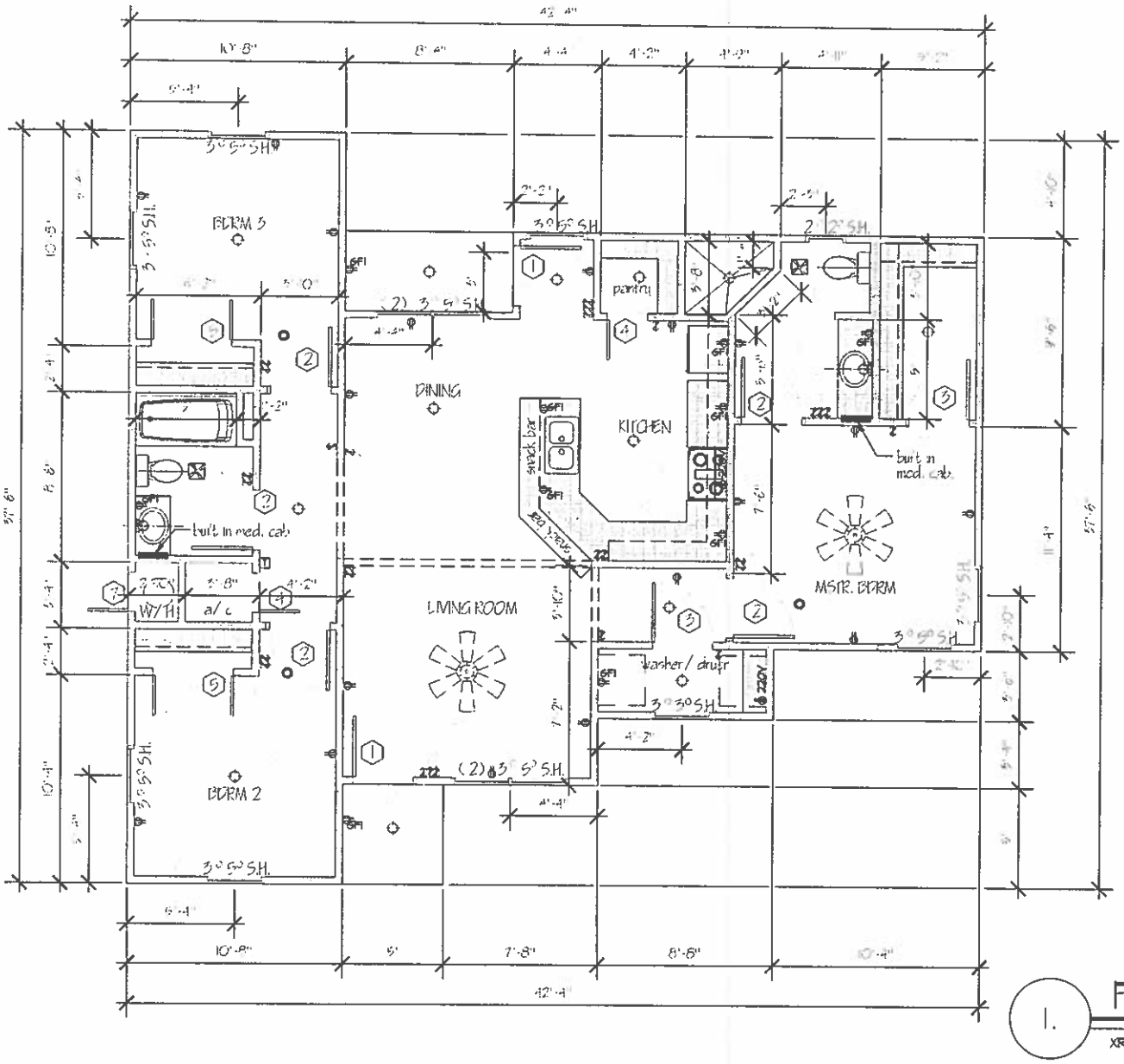
1. FOUNDATION PLAN

XREF SCALE: N.T.S.

TOTAL AREA
1196 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

FORTUNATO & MARGARITA MIRELES
1810 MARIPOSA DR - WESLACO, TX



1. FLOORPLAN

XREF SCALE: N.T.S.

SQUARE FOOTAGE

LIVING AREA	1135
PORCH/PATIO	61
TOTAL SQ. FT.	1196

ELECTRICAL LEGEND

WH WATER HEATER	LIGHT FIXTURE
DUPLEX ELECTRICAL RECEPT.	$ LIGHT SWITCH
220V 220v DUPLEX ELECTRICAL RECEPTACLE	T THERMOSTAT
GFI GROUND FAULT CIRCUIT INTERRUPTER	SMOKE DETECTOR
BATHROOM VENT	

DOOR SCEDULE

DR#	TASK	SZ X 6⁸	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3⁰	METAL W/ LOW PROFILE THRSHLD.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	3⁰	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	3⁰	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2⁰	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	(2) 2⁰	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	(2) 3⁰	HOLLOW CORE	PASSAGE
7	INSTALL NEW UNIT	2⁰	HOLLOW STEEL	LEVER TYPE ENTRY LOCK W/ DEADBOLT.

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE/SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1' FROM PORCH FLOOR.
-INSTALL TWO PHONE JACKS AS PER OWNERS REQUEST ALONG WITH CABLE CONNECTIONS.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-PLEASE INSTALL PROPER CONNECTIONS TO ACCOMODATE A GAS, PROPANE, OR ELECTRICAL STOVE.
-INTERIOR CHOSEN COLORS ARE AS FOLLOWED: 6672 MORNING SUN AND DILICIOUS MELON 6653
-EXTERIOR CHOSEN COLORS ARE AS FOLLOWED: 6705 HIGH STRUNG AND DAYBREAK 6700

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS ____ DAY OF ____ 2012

Fortunato Mireles
Margarita Mireles

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

FORTUNATO & MARGARITA MIRELES
1810 MARIPOSA DR - WESLACO, TX

TOTAL AREA 1196 SQ. FT.

FORTUNATO & MARGARITA MIRELES
1810 MARIPOSA DR - WESLACO, TX

TOTAL AREA
1196 SQ. FT.

1. FRONT ELEV.
XREF SCALE: N.T.S.

2. RIGHT ELEV.
XREF SCALE: N.T.S.

3. BACK ELEV.
XREF SCALE: N.T.S.

4. LEFT ELEV.
XREF SCALE: N.T.S.

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) Fortunato Mireles CASE NO.: CW-85-11-08 DATE: 11/7/12 ADDRESS: 1810 MARIPOSA DR, WESLACO,TX PHONE: 956-363-5222 BY: ERIC TREVINO

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. CW PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. INCLUDE CONCRETE SLAB FOR A/C UNIT.

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK/ FAUCETS/RELATED PLUMBING.
- CABINET SINK WITH FORMICA COUNTERTOP/ FAUCETS
- SHOWER/TUB WITH RELATED PLUMBING & FIXTURES
- TOILET OF MATCHING COLOR
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH, SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - (2) 2X12 WHERE NEEDED.

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CIELINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ " DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS & WALLS TO HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS IF FINISH GRADE IS MORE THAN 6" ABOVE ORIGINAL GROUND LEVEL OF PROPERTY.

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN R-49 FACTOR.
- INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH R-15 F.G. BATT.
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.

ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) AND SHOULD BE COMPARABLE IN QUALITY TO SHERWIN WILLIAMS PAINT. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100. (2 COLOR CHOICE MIN).

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KTCHEN FORMICA COUNTER TOP OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET FOR EACH BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK,TOILET AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.
SECOND FLOOR TO BE BUILT WITH 2 X 12 FLOOR JOISTS @ 16" O.C.

13. ELECTRICAL GENERAL

ALL ELECRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) COMPARABLE IN QUALITY TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST. INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKER BOX, LIGT SWITCH, OR THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR.
- EACH ELECTRIACL OUTLET TO BE PLACED 15" ABOVE THE FLOOR
- ALL RECEPTICALS PLACED WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE TO FIT OWNER'S RANGE SIZE (30" OR 36").

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINET AS PER SPECS.
(CURTAIN ROD, TOILET PAPER,TOOTHBRUSH & SOAP HOLDER)

16. HEATING & A/C:

*PROVIDE & INSTALL A **16 SEER CENTRAL** AIR CONDITIONING **COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE.* INSTALL DIGITAL THERMOSTAT. PLANS MUST BE REVIEWED BY A LICENSED A/C TECHNICIAN TO DETERMINE PROPER INSTALLATION OF VENTS, D AND REQUIRED 2' X 2' A/C CHASE.

17. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

18. GENERAL NOTES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR TH PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CH ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR G. CONNECTIONS FOR RANGE AS PER APPICANT'S REQUE AND ACCORDING TO APPLICABLE PLUMBING/ELECTRIC. CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EAC BDRM & LIVING ROOM. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPEF PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23 GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT / POTTY TRHOUGHOUT CONSTRUCTION PROCESS *(demo Inspection)*
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNM CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIM TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO E CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Fortunato Mireles Margarita Mir

NAME OF APPLICANT

AI-38380 **Urban County 14. F.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Amanda V. Flores **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program is requesting approval of a best and final negotiated contract for Professional Appraisal Services with Leonel Garza Jr. and Associates in the amount of $2,000.00 each for an estimated total of 50 parcels utilizing Texas General Land Office (GLO) Round 2.1 funds for the Delta Area Connector/ East Lateral Project in Precinct No.1.

BACKGROUND

Leonel Garza Jr. and Associates was the highest ranked firm by Commissioner's Court on April 2, 2013. Contract approval in the amount of $2,000.00 each for an estimated total of 50 parcels is being requested for Professional Appraisal Services and legal counsel has approved the form contract as of 04/19/2013. Please note that the number of parcels within this project may and are contingent upon any further changes related to the acquisition associated with this project. See attached contract, letter of best and final offer, scope of services, and certificate of liability insurance.

Engineering Firm: Leonel Garza Jr. and Associates
Contract Amount: $ 100,000.00 ($2,000 x estimated 50 parcels)

Funds Available: $330,000.00

Attachments

Exhibit A
Professional Service Agreement
b, c

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/24/2013 08:18 AM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Mary Flores Started On: 04/23/2013 05:01 PM

Final Approval Date: 05/03/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 13, 2012

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisal Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2013-004-12-05-SGS

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.

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/sgs

Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(All funding sources, programs and entities)
"Professional Appraisal Services Pool"
RFQ No: 2013-004-12-05-SGS

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria and Evaluation Form	2
5.	Exhibit C, Insurance Requirements,	4
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
09.	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, CPPB, Purchasing Agent

November 13, 2012
Date

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY

(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2013-004-12-05-SGS

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Appraisal Services Pool"

RFQ NO: 2013-004-12-05-SGS

Acceptance Due Date: **DECEMBER 05, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandy Suarez, Buyer II
(956) 292-7000 Ext. 4860
sandy.suarez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisal 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 request for qualifications (RFQ) 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 – 2013-004-12-05-SGS"HIDALGO COUNTY (Including all funding sources, programs, and entities)-"Professional Appraisal 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, DECEMBER 05, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATIONS 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 qualification 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. No qualification may be withdrawn within ninety (90) days from the scheduled time to open qualifications.

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 Qualification. 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 Appraisal 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 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	December 05, 2012
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY PROPOSED HOLIDAYS

2013 YEAR	
New Year's Eve & Day	12/31/12 and 01/01/13
Martin Luther King Day	01/21/13
President's Day	02/18/13
Good Friday	03/29/13
Easter	04/01/13
Memorial Day	05/27/13
Independence Day	07/04/13
Labor Day	09/02/13
Veteran's Day	11/11/13
Thanks Giving Day	11/28/13 and 11/29/13
Christmas Day	12/24/13 and 12/25/13

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 PROPOSER.

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

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 Qualification
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Appraisal Services Pool"
RFQ No: 2013-004-12-05-SGS

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.

Respondents acknowledge 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,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ Nº 2013-004-12-05-SGS

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Appraisers (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 Appraisers will be for **February 09, 2013 and ending February 08, 2014.** The Hidalgo County Purchasing Department will receive **sealed** envelopes containing Statement of Qualifications for the provision of **"PROFESSIONAL APPRAISAL SERVICES 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, December 05, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

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 sealed, clearly marked and labeled with the Company's name, RFQ Number: 2013-004-12-05-SGS, Project title: "Professional Appraisal Services Pool" 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 sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQs, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursements 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 QUALIFICATIONS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondent 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 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 in writing 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) 292-7612 or via e-mail: sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN Monday, November 19, 2012 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, November 21, 2012 at 5:00 p.m. 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: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II -RFP 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 may 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 an Appraisal firm(s) that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified general appraiser and any other certified general appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Request for 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 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.

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 current licenses and/or certifications as required by the STATE OF TEXAS.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann.2254.001, et seq.

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 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

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser 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 Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in 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 APPRAISAL SERVICES POOL"
RFQ No. 2013-004-12-05-SGS

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
B. Key personnel
C. Required discipline skills

GRAND TOTAL **100 Points**

EXHIBIT "B"

EVALUATION CRITERIA

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No. 2013-004-12-05-SGS

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		

Project Name: Professional Appraisal Services Pool

Department: _____

Firm/Participant: _____

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 GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY OTHER				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT $ E.L. DISEASE-EA EMPLOYEE $ E.L. DISEASE-POLICY LIMIT $

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED | INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

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

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

- will be acquired within 10 working days after notification from Purchasing Department of 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

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS POOL"

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
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address: **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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 Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

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

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISALS SERVICES POOL

RFQ No.: 2013-004-12-05-SGS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made effective the **7th** day of **May, 2013**, by and between Hidalgo County, Texas acting by and through **Urban County Program** ("hereinafter called the "Party") and **Leonel Garza Jr. and Associates** (hereinafter called the "Appraiser").

W I T N E S S E T H:

WHEREAS, the Party requires appraisal services for: The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within **Hidalgo County Precinct No. 1 for the Delta Area Connector/ East Lateral Project**; and

WHEREAS, the Party has received GLO funds from the Texas General Land Office to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, the Party has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the Party requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, the Party has selected the Appraiser to provide the review appraisal services

within Hidalgo County Precinct No. 1, in accordance to Exhibit “A”, Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. Scope of Services. Appraiser agrees to provide to the Party **The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located** within **Hidalgo County Precinct No. 1 . In the event the Appraiser does not provide the fair market value appraisal 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 a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.**

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. Non-Exclusive Services of Appraiser. Party reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Contract is for a period of one (1) year, effective **May 7, 2013,** and will expire **May 6, 2014** or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each “Purchase Order”.

4. Compensation. As consideration for rendering the Services provided for in this Contract, the Party agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto

payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the Party 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, the Party shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The Party or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the Party or at other agreed upon locations.

6. Inspection of Work. The Party 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 Appraiser, or a subcontractor, the Appraiser 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 contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The Party retains the right to reject any such amendment proposed by the Appraiser unless the Party 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 contract period as specified.

If the Party finds it necessary to require changes in completed work because of errors made by the Appraiser, the Party shall require the Appraiser to correct the work at no cost to the Party and without amendment to the contract. If the changes are made at the request of the Party and are not due to errors of the Appraiser, the Party will reimburse the Appraiser 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 Appraiser shall promptly advise the Party in writing of events which have a significant impact upon the contract, 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 contract, all documents prepared by the Appraiser or furnished to the Appraiser by the Party shall be delivered to and become the property of the Party. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the Party without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the Party under this contract.

10. Independent Contractor. Appraiser 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 Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser 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. Appraiser 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 Party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Appraiser 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, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of the Party.

14. Conflict. Nothing in this Contract 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 Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. No Waiver. No waiver by the Party of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. Entire Agreement. This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the Party and Appraiser, and not otherwise.

17. Venue. 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. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Hold Harmless. In the event Appraiser 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, Appraiser 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 Appraisers intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. 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 Contract, 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.

20. Notices. Except as may be otherwise specifically provided in this Contract, 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 Party: Hidalgo County Urban County Program
Attention: Diana R. Serna
3304 West Alberta Road

Edinburg, Texas 78539

If to Appraiser: Leonel Garza Jr. and Associates
1419 Dove Avenue, Suite 1
McAllen, Texas 78504
Office (956) 687-7295

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.

21. 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 Contract.

. **22. Binding Contract.** This Contract 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 contract.

23. Gender. All pronouns used in this Contract 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

24. Authority. The execution and performance of this Contract by the Party and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of the Party and Appraiser in accordance with its terms.

25. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Party under this Agreement, the Party may terminate this Agreement upon ninety (90) days written notice to Company. The Party 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS WHEREOF, the **Appraiser** and the **Party** have caused this **Agreement for Professional Services** to be effective as of the _____day of _____, 2013.

BY:_____
Leonel Garza III, State Certified Real Estate Appraiser

Firm Name: **Leonel Garza Jr. and Associates**
Address: **1419 Dove Avenue, Suite 1**
City/ST/ZIP: **McAllen, Texas 78504**
FED ID #/SS #: **74-2948770**

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

Approved as to Form:
Atlas, Hall, Rodriguez L.L.P.
By: Stephen L. Crain
on April 19, 2013

ATTACHMENTS:

EXHIBIT A	-REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET
EXHIBIT B	- BASIS FOR PAYMENT
EXHIBIT C	- CERTIFICATE OF INSURANCE

EXHIBIT “A”
REQUEST FOR QUALIFICATIONS (RFQ)
PROCUREMENT PACKET

EXHIBIT “B”

Basis for Payment

EXHIBIT “C”

Certificate of Insurance

EXHIBIT "B"
Basis for Payment

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@garza-associates.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final & Scope of Services For Appraisal Services

To:	Hidalgo County Urban County Program 3304 West Alberta Edinburg, Texas 78539	**From:**	Leonel Garza III, General Certified Appraiser
Fax:	(956) 318-2988	**Pages:**	2 Pages
Phone:	(956) 787-8127	**Date Submitted:**	April 4, 2013
Re:	Delta Area Connector / East Lateral	**CC:**	Amanda V. Flores, Program Coordinator 1

Mrs. Serna:

As per e-mail from Amanda V. Flores on April 4, 2013, our office is pleased to present our best and final offer proposal for appraising the various properties in connection with Acquisition of Land, Rights of Way, Easements, Condemnations Proceedings for properties located along what is known as the Delta Area Connector / East Lateral located within Precinct No. 1, Hidalgo County. The appraisal reports shall be based on the Texas Department of Transportation Form A-6, A-5s & A-5 as required and confirmed during inspection of said tracts. Each report shall follow Senate Bill 18 (SB-18) as required by State Law. The following is an itemization of the Best & Final Cost of Services:

Appraisal Report Cost	**$2,000.00 Per Parcel** (4) Original Appraisal Reports Included
Additional Original Reports	**$ 50.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the client and or other agencies involved in the project.
Updated/Revised Reports	**$ 500.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the client prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.
Condemnation Hearing	**Hourly Rate = $ 150.00 Per Hour *(Plus Expenses)*** Hourly rate shall apply to any and all preparation time required for the condemnation hearing plus expenses.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour *(Plus Expenses)*** Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

April 17, 2013

SCOPE OF SERVICES

The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. Each property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project and other sources available to this firm. Listings along the respective projects shall also be reviewed in order to determine the current market asking price for property along the project.

Each appraisal shall be developed on a TxDOT A-5 or an A-6 and A-5s format as promulgated by the Texas Department of Transportation. Each report as of September 1, 2011 must comply with Texas State Senate Bill 18. Leonel Garza III has undergone the mandatory training thru the Texas Department of Texas Training on *Senate Bill 18 (SB-18)* and has included all changes associated with the new law in each report. Mr. Garza is fully aware of the magnitude of the Bill and the overall reporting and valuation effects of the Bill.

The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser shall continue the inspection off-site along the project. Once the appraisal has been concluded the report shall be delivered to the client, of which four (4) original copies shall be included in each appraisal packet. Once negotiations have begun, the appraiser shall be available to answer any questions or concerns by the property and assist the negotiator as needed. In the event a consensus cannot be made as to the market value, the appraiser shall be prepared to continue and prepare for condemnation proceedings of which will be billed at an additional cost. This service shall continue until all trial and or other court proceedings are concluded in the acquisition of the subject property.

If there are any questions or concerns or if any item needs clarification please call Leonel Garza III at (956) 687-7295 or via email leonel3@garza-associates.com. Please sign and fax or email back once accepted. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
Please Sign Here Upon Acceptance

_____
Please Print Name

_____
Date of Acceptance

EXHIBIT "C"
Certificate of Insurance

LEONGAR-02 HEREN1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/11/2013

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
Shepard Insurance Agency
PO Box 4288
McAllen, TX 78502

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-3888 FAX (A/C, No): (956) 682-5650
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Ins Co, LTD	11000
INSURER B: State Automobile Mutual Ins Co	
INSURER C: Hartford Ins Co of the Midwest	37478
INSURER D: Underwriters at Lloyds, London	
INSURER E:	
INSURER F:	

INSURED
Leonel Garza Jr & Associates LLC
1419 Dove Ave
Suite 1
McAllen, TX 78504

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			65SBATE2179	5/18/2012	5/18/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS	X		BAP 2325081 01	5/23/2012	5/23/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			65SBATE2179	5/18/2012	5/18/2013	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		65WBCAE1721 01	1/11/2013	1/11/2014	WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Profession Liability	X		ME110741	5/18/2012	5/18/2013	See Description	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The General Liability policies includes a blanket automatic additional insrued endorsement (provision) that provides additional insured status to the certificate holder only when there is a wriiten contract between certificate holder that requires it or such status; The Geneal Liability & Business Atuo policy ha a 30 day NOC;

Professional Liab: $1,000,000 ea wrongful Act/$1,000,000 Policy Aggregate
$5,000 Deductible per Claim

CERTIFICATE HOLDER
Hidalgo County
2812 S. Highay Business 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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AI-38390 **Urban County 14. G.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Amanda V. Flores **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program is requesting approval of a best and final negotiated contract for the Professional Review Appraisal Services with HLH Appraisal Services in the amount of $450.00 each for an estimated total of 50 parcels utilizing Texas General Land Office (GLO) Round 2.1 funds for the Delta Area Connector/ East Lateral Project in Precinct No.1.

BACKGROUND

HLH Appraisal Services was the highest ranked firm by Commissioner's Court on April 2, 2013. Contract approval in the amount of $450.00 for an estimated total of 50 parcels is being requested for Professional Review Appraisal Services and legal counsel has approved the form contract as of 04/22/2013. Please note that the number of parcels within this project may vary and are contingent upon any future changes related to the acquisition associated with this project. See attached contract, letter of best and final offer, scope of services, and certificate of liability insurance.

Engineering Firm: HLH Appraisal Services
Contract Amount: $ 22,500.00 ($450.00 x estimated 50 parcels)

Funds Available: $330,000.00

Attachments

Professional Service Contract
Exhibit A
b, c

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/24/2013 03:08 PM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Mary Flores Started On: 04/24/2013 10:35 AM

Final Approval Date: 05/03/2013

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made effective the **7th** day of **May, 2013**, by and between Hidalgo County, Texas acting by and through **Urban County Program** (hereinafter called the "Party") and **HLH Appraisal Services** (hereinafter called the "Review Appraiser").

W I T N E S S E T H:

WHEREAS, the Party requires "Review Appraisal Services" for **the Delta Area Connector/ East Lateral** project located **within Hidalgo County, Precinct No.1** and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, the Party has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the Party requested proposals from professional right-of-way appraiser to assist the County by providing review of appraisal services; and

WHEREAS, the Party has selected the Appraiser to provide the review appraisal services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Party and Appraiser do mutually agree as follows:

1. Scope of Services. Appraiser agrees to provide to County ***"Review of Appraisal***

Services for projects located within **Hidalgo County Precinct No. 1.** ***In the event the Appraiser does not provide the "Review of Appraisal 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 "Review of Appraisal Services" is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the "Review of Appraisal Services" ordered, Appraiser must advise the Purchasing Department in written notice to authorize and to secure additional time to comply.

2. Non-Exclusive Services of Appraiser. Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Contract for a period of **one (1) year**, effective **May 7, 2013,** and will expire **May 6, 2014** or unless sooner terminated as provided herein. The Appraiser will not begin to work or incur costs until authorized in writing by the Party with each **"Purchase Order".**

4. Compensation. As consideration for rendering the Services provided for in this Contract, the Party agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the Party 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, the Party shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds

received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The Party or the Appraiser can request conferences to be provided at the Appraisers office, the office of the Party or at other agreed upon locations.

6. Inspection of Work. The Party 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 Appraiser, or a subcontractor, the Appraiser 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 contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The Party retains the right to reject any such amendment proposed by the Appraiser 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 contract period as specified.

If the Party finds it necessary to require changes in completed work because of errors made by the Appraiser, the Party shall require the Appraiser to correct the work at no cost to the Party and without amendment to the contract.

8. Reporting. The Appraiser shall promptly advise the Party in writing of events which have a significant impact upon the contract, 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 contract, all documents prepared by the Appraiser or furnished to the Appraiser by the Party shall be delivered to and become the property of the Party. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the Party without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the Party under this contract.

10. Independent Contractor. Appraiser 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 Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser 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. Appraiser 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 Party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Appraiser 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, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of the Party.

14. Conflict. Nothing in this Contract 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 Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract 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 Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by the Party, or if Appraiser fails to comply with any conditions in this Contract, then the Party shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

16. No Waiver. No waiver by the Party of any breach of any provision of this Contract 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 Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the Party and Appraiser, and not otherwise.

18. Venue. 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. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Appraiser 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, Appraiser shall hold harmless and indemnify the Party from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract 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 Contract, 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 Contract, 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 Party:	Hidalgo County Urban County Program Attention: Diana R. Serna 3304 West Alberta Road Edinburg, Texas 78539
If to Appraiser:	HLH Appraisal Services 6107 Aberton Forest Drive Houston, Texas 77084 281-799-5652

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 Contract.

. **23. Binding Contract.** This Contract 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 contract.

24. Gender. All pronouns used in this Contract 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 Contract by the Party and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of the Party and Appraiser in accordance with its terms.

26. Commitment of Current Revenues. In the event that, during any term hereof, the Party does not appropriate sufficient funds to meet to the obligations of this Contract, the Party may terminate this Contract upon thirty (30) days written notice to the Surveyor**.** The Party agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of the Party pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

WITNESS WHEREOF, the **Appraiser** and the **Party** have caused this **Agreement for Professional Services** to be effective as of the _____day of _____, 2013.

BY:_____
Harvey L. Heerssen, TX. State Certified General Appraiser

Firm Name:	**Harvey L Heerssen**
Address:	**6107 Aberton Forest Drive**
City/ST/ZIP:	**Houston, TX 77084**
FED ID #/SS #:	**462-66-4872**

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

Approved as to Form:
Atlas, Hall, Rodriguez L.L.P.
By: Stephen L. Crain
On April 22, 2013

ATTACHMENTS:

EXHIBIT A	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT B	- Basis of Payment
EXHIBIT C	- Certificate of Insurance

EXHIBIT “A”

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

EXHIBIT “B”
BASIS OF PAYMENT

EXHIBIT “C”
CERTIFICATE OF INSURANCE

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 13, 2012

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisal Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2013-004-12-05-SGS

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.

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/sgs

Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(All funding sources, programs and entities)
"Professional Appraisal Services Pool"
RFQ No: 2013-004-12-05-SGS

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria and Evaluation Form	2
5.	Exhibit C, Insurance Requirements,	4
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
09.	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, CPPB, Purchasing Agent

November 13, 2012
Date

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY

(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2013-004-12-05-SGS

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Appraisal Services Pool"

RFQ NO: 2013-004-12-05-SGS

Acceptance Due Date: **DECEMBER 05, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandy Suarez, Buyer II
(956) 292-7000 Ext. 4860
sandy.suarez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisal 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 request for qualifications (RFQ) 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 – 2013-004-12-05-SGS"HIDALGO COUNTY (Including all funding sources, programs, and entities)-"Professional Appraisal 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, DECEMBER 05, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATIONS 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 qualification 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. No qualification may be withdrawn within ninety (90) days from the scheduled time to open qualifications.

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 Qualification. 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 Appraisal 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 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	December 05, 2012
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY PROPOSED HOLIDAYS

2013 YEAR	
New Year's Eve & Day	12/31/12 and 01/01/13
Martin Luther King Day	01/21/13
President's Day	02/18/13
Good Friday	03/29/13
Easter	04/01/13
Memorial Day	05/27/13
Independence Day	07/04/13
Labor Day	09/02/13
Veteran's Day	11/11/13
Thanks Giving Day	11/28/13 and 11/29/13
Christmas Day	12/24/13 and 12/25/13

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 PROPOSER.

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

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 Qualification
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Appraisal Services Pool"
RFQ No: 2013-004-12-05-SGS

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.

Respondents acknowledge 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,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ Nº 2013-004-12-05-SGS

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Appraisers (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 Appraisers will be for **February 09, 2013 and ending February 08, 2014.** The Hidalgo County Purchasing Department will receive **sealed** envelopes containing Statement of Qualifications for the provision of **"PROFESSIONAL APPRAISAL SERVICES 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, December 05, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

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 sealed, clearly marked and labeled with the Company's name, RFQ Number: 2013-004-12-05-SGS, Project title: "Professional Appraisal Services Pool" 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 sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQs, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursements 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 QUALIFICATIONS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondent 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 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 in writing 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) 292-7612 or via e-mail: sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN Monday, November 19, 2012 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, November 21, 2012 at 5:00 p.m. 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: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II -RFP 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 may 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 an Appraisal firm(s) that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified general appraiser and any other certified general appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Request for 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 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.

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 current licenses and/or certifications as required by the STATE OF TEXAS.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann.2254.001, et seq.

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 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

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser 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 Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in 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 APPRAISAL SERVICES POOL"
RFQ No. 2013-004-12-05-SGS

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
B. Key personnel
C. Required discipline skills

GRAND TOTAL **100 Points**

EXHIBIT "B"

EVALUATION CRITERIA

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No. 2013-004-12-05-SGS

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		

Project Name: Professional Appraisal Services Pool

Department: _____

Firm/Participant: _____

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 GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY OTHER				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT $ E.L. DISEASE-EA EMPLOYEE $ E.L. DISEASE-POLICY LIMIT $

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED | INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

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

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

- will be acquired within 10 working days after notification from Purchasing Department of 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

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS POOL"

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
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address: **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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 Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

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

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISALS SERVICES POOL

RFQ No.: 2013-004-12-05-SGS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

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 "B"
BASIS OF PAYMENT

HLH APPRAISAL SERVICES
Specializing in Appraisal Review of Road and Drainage Projects

April 5, 2013

Ms. Amanda V. Flores
Program Coordinator I
Urban County Program
3304 West Alberta
Edinburg, TX. 78539

RE: Letter of Best and Final Offer for "Appraisal Review Services" for Precinct 1 GLO Disaster Recovery Project known as the Delta Area Connector/East Lateral, Hidalgo County, Precinct No. 1

Dear Ms. Flores:

This letter is in reference to your request of April 4, 2013 requesting my Scope of Services, Proposed Rate/Fee Schedule, W9 Form, Certificate of Debarment and Conflict of Interest Form in connection with the above Delta Area Connector/East Lateral Project in Precinct No. 1 of Hidalgo County, Texas.

Exhibit A- The Scope of Work Services for this appraisal review assignment is to prepare appraisal review reports of appraisal reports prepared by the primary appraiser on the above project. More specifically, the scope of work also includes (1) to physically inspect the project and each parcel from the road right of way, (2) to review each appraisal report for USPAP compliance, and (3) to prepare and submit electronically an appraisal review submission for each parcel to the Hidalgo County Right of Way Department, Precinct No. 1.

Exhibit A-My fee schedule for this project is $450.00 for each appraisal review report of each parcel. Additionally, if any updated appraisal reviews are necessary, an update will be accomplished for the reduced fee of $225.00. My commitment is to complete all appraisal review reports and any updated review reports within the time line requested and specified by Hidalgo County, Precinct No. 1. **This is my best and final offer of my Scope of Services and proposed fee schedule for appraisal review services for this project.**

Also, attached are the originals of Form W9, Certificate of Debarment and the current up to date copy of the Conflict of Interest Questionnaire Form. The CIQ Form is the latest that I filed with Hidalgo County for their RFQ dated December 5, 2012. The Form was recorded in the Hidalgo County Clerk's office and a copy of the form and recording data are both attached.

Please advise if any additional information is needed. Thank you.

Sincerely,

HLH: hh
Attachments
Cc: Roy Gonzales and Raul Lozano
Precinct 1

Harvey L. Heerssen
TX.State Certified General Appraiser
No. TX-1327190-G

6107 Aberton Forest Drive, Houston, TX. 77084. 281-799-5652. heerssen@sbcglobal.net

EXHIBIT "C"
CERTIFICATE OF INSURANCE

HEERHA1 OP ID: JM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/12/2013

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 Stanley McDonald Agency IL Inc 2018 State Road P.O. Box 1446 La Crosse, WI 54602-1446 David R. Mc Donald Phone: 608-788-6160 Fax: 608-788-7012	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Mr. Harvey L Heerssen dba HLH Appraisal Services 6107 Aberton Forest Drive Houston, TX 77084	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Accident & Indemnity — 22357 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			41SBMZP3811	04/14/2013	04/14/2014	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N 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)

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
New Administrative Building
2812 S Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AI-38557 **Urban County** **14. H.**

CC REGULAR

Meeting Date: 05/07/2013

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

Department: URBAN COUNTY

Information

CAPTION

Hidalgo County Urban County Program is requesting $5,260.00 from the County's General Fund for an expense incurred for a Precinct No.3 Water/Sewer Improvements project in Vallejo Subdivision that consisted of septic tank and water meter installations. The project was determined to be ineligible due to misclassifying the benefit by area instead of by household.

BACKGROUND

The county utilized a total of $39,112.00 in CDBG funds to pay for the installation of 4 septic tanks and 6 water meters on private property in Vallejo Subdivision, located in the City of Penitas, for a Precinct No.3 Water/Sewer Improvements project. Through a HUD monitoring report conducted on June 14, 2012, it was discovered that a total of $22,608.00 was spent on residents in this subdivision that did not meet HUD's Low-to-Moderate Income eligibility requirements. UCP took corrective action and received a reimbursement from AGUA for 4 water meters that had been installed in ineligible homes, totaling $17,348.00. However, $5,260.00 still needs to be reimbursed to HUD in order to correct the action.

Ineligible Service	**Unit Price**	**Total**
4 Water Meter Installations	$4,337.00	$17,348.00
2 Septic Tank Installations	$2,630.00	$ 5,260.00
Total Amount Owed		$22,608.00
Amount reimbursed by AGUA		($17,348.00)
Amount owed to HUD		**$ 5,260.00**

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/02/2013 08:05 AM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Mary Flores Started On: 05/01/2013 03:52 PM

Final Approval Date: 05/03/2013

U.S. Department of Housing and Urban Development
San Antonio Field Office, Region VI
Office of Community Planning and Development
H.F Garcia Federal Bldg/U.S Courthouse
615 E. Houston Street, Suite 347
San Antonio, Texas 78205-3601
Phone (210) 475-6820 Fax: (210) 472-6825
www.hud.gov www.espanol.hud.gov

MAR 07 2013

The Honorable Ramon Garcia
Judge, Hidalgo County
100 East Cano, 2nd Floor
Edinburg, TX 78539

Dear Judge Garcia:

SUBJECT: Response to Hidalgo County's CDBG Program Monitoring Report for Field Monitoring Visit April 16-20, 2012

We would like to thank the County for their latest response letter dated February 22, 2013, regarding our monitoring finding as a result of our April 16-20, 2012 monitoring visit. We have been working with the Urban County Program (UCP) staff for the past months to resolve the finding below. Based on our communications with the UCP staff and their response letter to this office dated February 22, 2012, the following is provided:

Finding: IDIS Activity #6883 – Precinct #3: Water/Sewer Improvements "Septic Tanks" was misclassified under the Low Mod Area (LMA) benefit National Objective.

Condition: The County used $39,112.00 of CDBG funds to pay for the installation of 4 Septic tanks and six water connections on private property in the Vallejo Subdivision which is located in the City of Penitas, Texas. As stated in our original monitoring report dated June 14, 2012, the UCP misclassified this activity as a Low Mod Area (LMA) benefit activity instead of a Low Mod Housing (LMH) activity. As a result when an activity is classified as LMH it requires that all households being assisted undergo an income eligibility screening to determine whether they meet HUD's low income eligibility requirements prior to receiving the assistance. As a result of misclassifying this activity as LMA, which does not require an income eligibility determination, the County did not conduct an income eligibility screening which resulted in this monitoring finding.

Corrective Action: The corrective action as stated in our monitoring report required the County to contact the individuals that were originally assisted and conduct an income eligibility screening to determine whether their household met HUD's income eligibility requirements. The UCP conducted the screening and provided us a copy of all the supporting documentation used to determine the eligibility results. Our review of the documentation provided by the UCP determined that only two of the four families assisted were eligible for assistance. As a result, as shown in the table below, we determined that $22,608.00 were ineligible costs and subject to repayment.

Received
2013
Urban County Program
By:

Recipient of CDBG Funds	Amount of CDBG Assistance provided	Activity Type	Eligible for Assistances	Ineligible Costs
Mr. Lino Vallejo Jr.	$2,630.00	Septic Tank Installation	Yes	N/A
Mr. Lino Vallejo Jr.	$4,337.00	Water Connection	Yes	N/A
Mr. Jose Calderon	$5,200.00	Septic Tank Installation	Yes	N/A
Mr. Jose Calderon	$4,337.00	Water Connection	Yes	N/A
Ms. Selena Vallejo	$2,630.00	Septic Tank Installation	Not Eligible (See Item #1)	$2,630.00
Mr. Juan Tijerina	$2,630.00	Septic Tank Installation	Not Eligible (See Item #1)	$2,630.00
Ms. Selena Vallejo	$4,337.00	Water Connection	Not Eligible (See Item #2)	$4337.00
Mr. Juan Tijerina	$4,337.00	Water Connection	Not Eligible (See Item #2)	$4337.00
Lot #5	$4,337.00	Water Connection	Not Eligible (See Item #3)	$4337.00
Lot #6	$4,337.00	Water Connection	Not Eligible (See Item #3)	$4337.00
Total Amount Funded:	**$39,112.00**		**Total Ineligible Costs**	**$22,608.00**

Item #1: Our review determined that Ms. Selena Vallejo exceeded the income limits and Mr. Tijerina was never located in order to verify his eligibility and as a result we determined that both individuals were ineligible for CDBG funding. **Action Item:** The County must reimburse, from non-federal funds, its CDBG Treasury account in the amount of $5,260.00 for the septic tank installations. Please provide supporting documentation showing that this action has been completed.

Item #2: As stated in Item #1, Ms. Vallejo and Mr. Tijerina were determined to be ineligible for CDBG funding. The UCP has stated that the amounts listed as ineligible for these two individuals were paid directly to a water company who was responsible to install the water line connections. The UCP has informed this office that the water company was not able to complete the water connections due to other priorities and has recently agreed to return the entire amount of $8674.00 to the UCP. If the UCP is successful in retrieving these funds from the Water Company, we will allow these funds to be receipted back into IDIS and reprogrammed for use into another eligible activity. If funds cannot be retrieved, the UCP will be required to reimburse, from non-federal funds, its CDBG Treasury account in the amount of $8,674.00. **Action Item:** The County must provide supporting documentation to show that the Water Company has reimbursed the UCP the entire amount of $8,674.00 and was receipted back into IDIS. If the UCP is not able to provide this then the UCP must provide documentation that it has reimbursed from non-federal funds its CDBG Treasury account in the amount of $8,674.00. These actions must be completed within 30 days from the date of this letter.

Item #3: The UCP originally funded these two empty lots (#5 and #6) by applying the LMA eligibility criteria which does not require any type of income eligibility determination. The correct classification for these lots should have been LMH and thus would have required a resident to live in the home to determine income eligibility prior to funding. As a result of the misclassification, the use of CDBG funds for these two lots based on the LMA criteria was an ineligible cost. As in the situation with Item #2 above, the UCP has stated that the amounts listed as ineligible for these two lots were paid directly to a water company who was responsible to install the water line connections. The water company was not able to complete the water connections for these two lots and was willing to return the entire amount of $8674.00 to the UCP. If the UCP is successful in retrieving these funds from the Water Company, we will allow these funds to be receipted back into IDIS and reprogrammed for use into another eligible activity. If funds cannot be retrieved, the UCP will be required to reimburse, from non-federal funds, its CDBG Treasury account in the amount of $8,674.00. **Action Item:** The County must provide supporting documentation to show that the Water Company has reimbursed the

UCP the entire amount of $8,674.00 and was receipted back into IDIS. If the UCP is not able to provide this then the UCP must provide documentation that it has reimbursed from non-federal funds its CDBG Treasury account in the amount of $8,674.00. These actions must be completed within 30 days from the date of this letter.

IDIS Requirements: The UCP must take the necessary steps to ensure that this activity is updated to include revising vouchers as required, updating all accomplishment narratives and ensuring that the correct IDIS Matrix Code is reflected. Please contact this office should you require assistance on accomplishing these IDIS requirements.

We would like to thank you and your staff for their due diligence in addressing and bringing this finding to closure. We have enclosed instructions that the County must follow to repay any of the funds listed above. If you have any questions or comments with respect to this letter, please contact David Rios, Community Planning and Development Representative at (210) 475-6800, ext. 2314.

Sincerely,

Enclosure

Elva F. Garcia
Director, Community Planning
and Development

cc: Diana Serna, Director, UCP

Instruction for Transfers: Wire and by Check

1. The grantee should send future wires to:

Treasury Dept Code: ABA Number 021030004
TREAS NYC HUD FTW, TX
Agency Location Code: 86011101

Include all other necessary data on the disposition and amount of funds in the wire, to include grant number and line item the funds are to be deposited into. Any amount over $2,000 should be sent as a wire transfer. See below for required wire transfer information:

U.S. Department of Housing and Urban Development **Wire-Transfer Information**	
Bank Name:	**U.S. Treasury FRB New York**
Account Holder Address:	**U.S. Dept of Housing and Urban Development** **CFO Accounting Center** **P.O. Box 901013** **Fort Worth Texas 76101-2013**
ABA Routing Number:	**021030004**
Account Number:	**86011101**
Account Holder:	**U.S. Department of HUD** **(Ft Worth, TX)**
Memorandum or Third Party Information **Please indicate the project, grant, or loan number that the funds should be applied to including the Budget Line Item (BLI), if applicable. Also, if the funds are to be returned to the U.S. Treasury as Interest or HOPE III Resale Proceeds, please annotate as such.**	

2. If the grantee should write a check: It should be made payable to DHUD with attached explanation on what the check is for. The project (grant) number should be annotated on the check and mailed to the address below. If the remitter does not have access to wire transfer capabilities or prefers to write a check, then we will accept the check for any amount.

U.S. Department of Housing and Urban Development
Project No. _____
P. O. Box 277303
Atlanta, GA 30384-7303

AI-38336 **Elections Administration 15. B.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Yvonne Ramon **Submitted By:** Rosie Diaz, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are complete by the County Auditors.

Invoice Date	Vendor	Invoice No.	Amount
04/11/13	Verizon Wireless	9702118175	$145.28

BACKGROUND

The Elections Dept. is submitting this invoice as a claim because in the beginning of the year they noticed that the plan they had last year was not listed on this years DIR contract with Verizon Wireless. Therefore, they had to work on changing their plan to match one that was on the DIR contract in order to request a new quote. The process to do this took a while and all they are pending is the approval of this bill to be paid.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-414-00-130-001-0-532

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

BUDGETARY IMPACT:

Available funds as of 05/03/13.

Attachments

Verizon Bill

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/23/2013 09:03 AM
Olga Garza	Olga Garza	05/03/2013 04:34 PM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Rosie Diaz Started On: 04/22/2013 09:33 AM

Final Approval Date: 05/03/2013

verizonwireless

P.O. BOX 105378
ATLANTA, GA 30348

Manage Your Account & View Your Usage Details	Account Number	Date Due
At vzw.com/mybusinessaccount	322352571–00002	Past Due
	Invoice Number	9702118175

REC'D APR 11 2013 LEe

20000733 02 MB 0.402 **AUTO T4 0 2393 78540-065959 1 E CNTX2305

HIDALGO COUNTY ELECTIONS
PO BOX 659
EDINBURG, TX 78540-0659

Quick Bill Summary

Feb 24 – Mar 23

Previous Balance *(see back for details)*	$290.56
No Payment Received	$.00
Balance Forward Due Immediately	**$290.56**
Monthly Charges	$139.96
Usage and Purchase Charges	
Voice	$.00
Verizon Wireless' Surcharges and Other Charges & Credits	$5.32
Taxes, Governmental Surcharges & Fees	$.00
Total Current Charges Due by April 18, 2013	**$145.28**

Total Amount Due **$435.84**

Our records indicate your account is past due. Please send payment now to avoid service disruption.

Pay from Wireless	Pay on the Web	Questions:
#PMT (#768)	At vzw.com/mybusinessaccount	1.800.922.0204 or *611 from your wireless

VB

verizonwireless

Bill Date March 23, 2013
Account Number 322352571–00002
Invoice Number 9702118175

Please Recycle

HIDALGO COUNTY ELECTIONS
PO BOX 659
EDINBURG, TX 78540–0659

Total Amount Due

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

$435.84

$ ☐☐☐.☐☐

PO BOX 660108
DALLAS, TX 75266–0108

☐ Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

970211817501032235257100002000014528000043584 9

Explanation of Charges

Verizon Wireless' Surcharges

Verizon Wireless' Surcharges include (i) a Regulatory Charge (which helps defray various government charges we pay including government number administration and license fees); (ii) a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover charges imposed on us by the government to support universal service; and (iii) an Administrative Charge, which helps defray certain expenses we incur, including charges we or our agents pay local telephone companies for delivering calls from our customers to their customers, fees and assessments on our network facilities and services, and costs and charges associated with new cell site construction, local number portability, and other government mandates. Please note that these are Verizon Wireless charges, not taxes. These charges, and what's included, are subject to change from time to time.

Taxes, Governmental Surcharges and Fees

Includes sales, excise and other taxes and governmental surcharges and fees that we are required by law to bill customers. These taxes, surcharges and fees may change from time to time without notice.

Late Fee Information

A late payment applies for unpaid balances. The charge is the greater of $5 or 1.5% per month, or as permitted by law.

Verizon Wireless' Other Charges and Credits

Includes charges for products and services, and credits owing.

Payments

Previous Balance	**$290.56**
No Payment Received	
Total Payments	**- $.00**
Balance Forward Due Immediately	**$290.56**

Correspondence Address: Verizon Wireless Customer Services Department 777 Big Timber Road Elgin, IL 60123

Automatic Payment Enrollment for Account: 322352571-00002 HIDALGO COUNTY ELECTIONS

By signing below, you authorize Verizon Wireless to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon Wireless is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon Wireless. Check with your bank for any charges.

1. Check this box. **2. Sign name in box below, as shown on the bill and date.** **3. Return this slip with your check for this month's payment.**

Changing your billing address for Account: 322352571-00002 HIDALGO COUNTY ELECTIONS

Use this space or sign in to My Verizon at vzw.com/changeaddress to change the mailing address where we send your bill. If we do not have your most recent email address, provide it below and we'll use it to tell you important information about your Verizon Wireless service. Allow 2 billing cycles for the address change to take effect.

New Address _____

City _____

State/Zip _____

Work Phone _____ Home Phone _____

Email _____

Confirming or changing your service address

For each of your mobile numbers, in order to bill taxes and surcharges correctly we need a service address - which is a street address (not a PO Box) that is the home or primary business address of the person who uses that number. To confirm or change the service address for any of your mobile numbers, sign in to My Verizon at vzw.com/changeaddress.

Overview of Lines

Lines Charges	Page Number	Monthly Charges	Usage and Purchase Charges	Equipment Charges	VZW Surcharges and Other Charges and Credits	Taxes, Governmental Surcharges and Fees	Third–Party Charges (includes Tax)	Total Charges	Voice Plan Usage	Messaging Usage	Data Usage	Voice Roaming	Messaging Roaming	Data Roaming
956–587–8464 Phone Elections	4	$34.99	--	--	$1.33	$.00	--	$36.32	37	--	--	--	--	--
956–587–8465 Phone Elections	5	$34.99	--	--	$1.33	$.00	--	$36.32	--	--	--	--	--	--
956–587–8466 Phone Elections	6	$34.99	--	--	$1.33	$.00	--	$36.32	--	--	--	--	--	--
956–587–8467 Phone Elections	7	$34.99	--	--	$1.33	$.00	--	$36.32	1	--	--	--	--	--
Total Current Charges		**$139.96**	**$.00**	**$.00**	**$5.32**	**$.00**	**$.00**	**$145.28**						

AI-38356 **Precinct #1 16. A.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Comm. AC Cuellar, Jr. **Submitted By:** Mari Gutierrez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Authorization to approve the name of Camino de Verdad beginning East of FM 1015 to Mile 2 1/2 West with the same holding true for Camino Real Viejo beginning East of FM 1015 to Mile 2 1/12 West in Weslaco

BACKGROUND

All the residents along these two roads have been notified of their physical 9-1-1 addresses and upon approval at Commissioners Court, Pct. 1 will supply and install the road signs.

Attachments

Camino de Verdad

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/23/2013 09:11 AM
Olga Garza	Olga Garza	05/03/2013 02:17 PM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Mari Gutierrez Started On: 04/22/2013 03:43 PM

Final Approval Date: 05/03/2013

Lower Rio Grande Valley Development Council

April 18, 2013

To:

Joe Pedraza
Planning & Code Enforcement
City of Weslaco

Reference: Camino de Verdad & Camino Real Viejo

Joe, the process of finalizing the addressing and validating the correct street names for both Camino de Verdad and Camino Real Viejo in Weslaco has come to completion; however, the process now moves to Commissioner's Court and will require your signature and approval of the following information so that street signs can be installed.

As agreed upon, Camino de Verdad will begin East of FM 1015 to Mile 2 ½ West with the same holding true for Camino Real Viejo beginning East of FM 1015 to Mile 2 ½ West.

All the residents along these two roads have been notified of their physical 9-1-1 addresses and upon approval at Commissioner's Court…Hidalgo County Pct. 1 will supply and install the road signs.

Signature:

Date: 4/18/13

AI-38593 **Precinct #1** **16. B.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted By: Mari Gutierrez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Approval to appoint Sergio Diaz to the Hidalgo County Housing Authority Board for a two year term.

BACKGROUND

Local Government Code Sec. 392.032. APPOINTMENT OF COMMISSIONERS OF A COUNTY HOUSING AUTHORITY.
Appointment from May 7, 2013 to May 7, 2015- Current term expired May 4th

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Local Government Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/03/2013 08:58 AM
Manuel Chapa	Manuel Chapa	05/03/2013 10:47 AM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Mari Gutierrez Started On: 05/02/2013 04:49 PM

Final Approval Date: 05/03/2013

LOCAL GOVERNMENT CODE

TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE C. PLANNING AND DEVELOPMENT PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 392. HOUSING AUTHORITIES ESTABLISHED BY MUNICIPALITIES AND COUNTIES

SUBCHAPTER C. COMMISSIONERS AND EMPLOYEES

Sec. 392.032. APPOINTMENT OF COMMISSIONERS OF A COUNTY HOUSING AUTHORITY. (a) Each county housing authority shall be governed by five commissioners. The commissioners court shall appoint five persons to serve as commissioners of the authority. An appointed commissioner of the authority may not be an officer or employee of the county. Appointments made under this section must comply with the requirements of Section 392.0331, if applicable.

(b) A commissioner of the authority may not be an officer or employee of the county.

(c) A certificate of the appointment of a commissioner shall be filed with the county clerk. The certificate is conclusive evidence of the proper appointment of the commissioner.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 1009, Sec. 2, eff. Sept. 1, 1993.

AI-38397 **Precinct #1 16. C.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted By: Mari Gutierrez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Approval of Interlocal Cooperation Agreement Between the County of Hidalgo, and The City of Progreso for the capture and transport of stray cats and dogs within Progreso city limits.

BACKGROUND

The Board of Alderman of The City of Progreso approved The ICA between The County of Hidalgo, and The City of Progreso for the capture and transport of stray cats and dogs within Progreso city limits. ICA has been reviewed by S. Crain.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

REVISED

legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/24/2013 02:44 PM
Obdett Calzada	Obdett Calzada	05/03/2013 05:04 PM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Mari Gutierrez Started On: 04/24/2013 02:03 PM

Final Approval Date: 05/03/2013

STATE OF TEXAS

COUNTY OF HIDALGO

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO, AND
THE CITY OF PROGRESO

THIS Agreement is made on this ____day of _____2013, By and between the **CITY OF PROGRESO, TEXAS**, hereinafter referred to as "Progreso" and the **COUNTY OF HIDALGO**, TEXAS, hereinafter referred to as County, pursuant to the provisions of the Texas Interlocal cooperation Act, as follows:

WITNESSETH:

WHEREAS, PROGRESO is a located in Hidalgo County, Texas; and

WHEREAS, COUNTY is a county in the state of Texas;

WHEREAS, PROGRESO desires to give permission to COUNTY to capture and transport stray animals within Progreso city limits and COUNTY agrees it is in its best interest of the county to capture and transport such stray cats and dogs to a designated animal shelter in order to protect the public health and welfare of the citizens of the county;

WHEREAS, the stray animals are contributing to the stray animal population in the rural areas of the County Precinct No. One.

WHEREAS, COUNTY agrees to provide qualified animal control officers and vehicles to capture and transport stray animals within the Progreso city limits to the extent COUNTY has current revenues available to provide such officers and vehicular to support to PROGRESO;

WHEREAS, PROGRESO agrees to pay all of the costs established by the designated animal shelter for services provided by the designated animal shelter for any stray animals caught within Progreso city limits and transported to the designated animal shelter by the COUNTY;

WHEREAS, PROGRESO and COUNTY agree that COUNTY will have no obligation to pay any of the costs required by the designated animal shelter for services provided by the designated animal shelter for any animals caught within Progreso city limits and transport to the designated animal shelter by the COUNTY and that the designated animal shelter is aware of and understands this Agreement;

WHEREAS, the COUNTY and PROGRESO are authorized to enter into this agreement pursuant the Interlocal Cooperation Act, Tex. Govt. Code 791.001 et. seq, which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the act.

WHEREAS, PROGRESO will benefit from the COUNTY capturing and transporting stray animals within Progreso city limits to a designated animal shelter; and

WHEREAS, the COUNTY has determined it would be in the best interest of the COUNTY for the COUNTY to capture and transport stray animals found within Progreso city limits to a designated animal shelter.

NOW, THEREFORE, PROGRESO and the COUNTY, in consideration of the mutual covenants expressed herein, agree as follows:

1. COUNTY agrees to provide qualified personnel to capture and transport animals found within Progreso city limits to a designated animal shelter and provide the material, labor and equipment necessary for such services.

2. PROGRESO grants permission to the COUNTY to enter Progreso city limits to capture and transport stray animals to a designated animal shelter.

3. PROGRESO agrees to pay all of the costs required by the designated animal shelter for services provided by the designated animal shelter for any stray animals caught within Progreso city limits and transported to the designated animal shelter by the COUNTY.

4. PROGRESO agrees that failure to pay the costs required by the designated animal shelter shall constitute grounds for termination of this agreement by the Non-defaulting party and/or the COUNTY.

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

6. **Conflict of Applicable Law**. Nothing in this agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

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

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

9. **TEXAS LAW TO APPLY**. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. **Notice.** Except as may be otherwise specifically provided in this agreement, all notices, demands, requests or 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 therefore specified by written notice delivered in accordance herewith:

If to Progreso: City of Progreso, Texas
Attention: Omar Vela, Mayor
Progreso City Hall
300 N. FM 1015
Progreso, Texas 78579

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to: A.C. Cuellar, Commissioner, Precinct No. 1
1902 Joe Stevens Drive
Weslaco, Texas 78596

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

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

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

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

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

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

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

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

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

19. **Term and termination period**. The term of this agreement shall continue until either party hereto terminates this agreement without cause on thirty days written notice.

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

CITY OF PROGRESO

Omar Vela, Mayor

ATTEST:

City Manager

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajadro, Jr. County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

Zimbra **obdett.calzada@co.hidalgo.tx.us**

Fwd: RE:

From : Maria D. Gutierrez <mari.gutierrez@co.hidalgo.tx.us> Mon, May 06, 2013 08:01 AM
Subject : Fwd: RE:
To : monica badillo <monica.badillo@co.hidalgo.tx.us>
Cc : Obdett Calzada <obdett.calzada@co.hidalgo.tx.us>

As per Steve, the ICA is OK

Mari Gutierrez
Administrative Asst. V
mari.gutierrez@co.hidalgo.tx.us

Commissioner Pct. 1 Office
1901 Joe Stephens, Ste. 101
Weslaco, Texas 78596
Office: 956-968-8733
Fax: 956-969-1417

----- Forwarded Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Maria D. Gutierrez' <mari.gutierrez@co.hidalgo.tx.us>
Sent: Mon, 06 May 2013 07:55:33 -0500 (CDT)
Subject: RE:

The interlocal is OK.

From: Maria D. Gutierrez [mailto:mari.gutierrez@co.hidalgo.tx.us]
Sent: Friday, May 03, 2013 4:58 PM
To: Steve Crain
Subject:

Sorry, the previous ICA had a typo, attached is the updated ICA

Mari Gutierrez
Administrative Asst. V
mari.gutierrez@co.hidalgo.tx.us

Commissioner Pct. 1 Office
1901 Joe Stephens, Ste. 101

Weslaco, Texas 78596
Office: 956-968-8733
Fax: 956-969-1417

AI-38491 **Precinct #2 17. A.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Agaptio Vargas **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Requesting approval of Interlocal Cooperation Agreement Project.

2. Requesting approval of Interlocal Cooperation Agreement between the City of Alamo, City of San Juan and the County of Hidalgo for Ridge Road Project limits (South Cesar Chavez Rd. to Rudy Villarreal Road)

BACKGROUND

Note: Project is entirely located within the Alamo City limits.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-122-089-0-841

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

BUDGETARY IMPACT:

Funding pending approval of AI# 38514 5-7-13

Attachments

ICA - Ridge Road

Approval ICA

email legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/30/2013 11:47 AM
Manuel Chapa	Manuel Chapa	05/03/2013 04:28 PM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Yolanda Cisneros Started On: 04/29/2013 08:32 AM

Final Approval Date: 05/03/2013

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF ALAMO, CITY OF SAN JUAN AND
THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the ____ day of _____, 2013, by and among the **CITY OF ALAMO, TEXAS,** hereinafter referred to as "Alamo" and **CITY OF SAN JUAN, TEXAS,** hereinafter referred to as "San Juan" and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Alamo and San Juan are home rule municipalities located in Hidalgo County, Texas;

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

WHEREAS, Alamo, San Juan and County each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their respective boundaries;

WHEREAS, Alamo, San Juan and County desire to reconstruct Ridge Road from South Cesar Chavez to South Alamo Road including drainage and other appurtenances (the "Road");

WHEREAS, Alamo, San Juan and County recognize that the first step in making the desired improvements to the Road is the acquisition of sufficient right of way and the parties have agreed to cooperate in acquiring such right of way as herein described;

WHEREAS, County has determined that County will receive benefit from the future improvement to the Road; and

WHEREAS, San Juan, Alamo and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et. seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act and pursuant to the County road and Bridge Act which authorizes counties to improve roadways within the city limits of Alamo with Alamo's consent.

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

1. Alamo at its sole cost and expense shall provide all engineering services necessary or required for reconstruction of the Road and Alamo shall be the lead entity for reconstruction of the Road.

2. County through Precinct No.2 shall assist Alamo in the acquisition of five (5) parcels of real property required for the reconstruction of the Road. The acquisition cost of such five (5) parcels and any related expenses shall be the sole responsibility of Alamo.

3. County, through Precinct No.1, agrees to provide all labor and equipment for paving the Road.

4. County, at its sole cost and expense, through Precinct No.2 shall provide caliche materials, and the installation of 18 inch and 24 inch storm sewer drainage pipe and any other appurtenance related to the storm sewer drainage system as required and shown in the construction plans prepared by Quintanilla, Headley and Associates. All such caliche, hauling of caliche and installation of such storm sewer drainage improvements shall not exceed the sum of One Hundred Eighty Thousand Dollars ($180,000.00).

5. Alamo agrees to provide at its sole cost and expenses all materials required for paving and reconstruction of the Road.

6. Should condemnation proceedings become necessary for acquisition of tight-of-way within Alamo's corporate city limits, Alamo's staff will assume all condemnation proceedings and financial responsibility for said proceedings, including but not limited to, attorney's fees.

7. The County agrees it is in its best interest to provide such assistance to Alamo as described herein, as such Road serves as a connecting link and integral part of the County road system.

8. Alamo, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.

9. San Juan agrees the drainage outfall for the Road shall be constructed to empty into San Juan's drainage system known as the San Juan lateral.

10. The parties agree that County will be released of any and all duties imposed by this Agreement, following completion of the work and services described in this Agreement
11. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work and services under this Agreement performed by each party.

12. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

15. **TEXAS LAW TO APPLY**. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to Alamo:	City of Alamo Attention: Diana Martinez 420 N. Tower Road Alamo, Texas 78516
If to San Juan:	City of San Juan Attention: San Juanita Sanchez 709 S. Nebraska San Juan, Texas 78589

If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge 320 W. University Dr. Edinburg, Texas 78539
With copies to:	Commissioner, Precinct No.2 Attention: Hector "Tito" Palacios, Commissioner 300 West Hall Acres Rd., Suite G Pharr, Texas 78577
	Commissioner, Precinct No.1 Attention: A. C. Cuellar, Commissioner 1902 Joe Stephens Avenue Weslaco, Texas 78596

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

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

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

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

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

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

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

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

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

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

CITY OF ALAMO

By: _____
Diana Martinez, Mayor

ATTEST:

_____
Margot Saenz, City Secretary

CITY OF SAN JUAN

By: _____
San Juanita Sanchez, Mayor

ATTEST:

_____
Humberto “Bobby” Rodriguez, City Secretary

COUNTY OF HIDALGO

By: _____

Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS, HALL & RODRIGUEZ, L.L.P.

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to reconstruct Ridge Road from South Cesar Chavez to South Alamo Road including drainage and other appurtenances (the "Road"); through an Interlocal Cooperation Agreement to be entered into with the Cites of Alamo, Texas, San Juan, Texas and Hidalgo County.

By vote on_____ 2013, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

From: "Agapito Vargas" <agapito.vargas@co.hidalgo.tx.us>
To: "manuel chapa" <manuel.chapa@co.hidalgo.tx.us>
Cc: "yolanda cisneros" <yolanda.cisneros@co.hidalgo.tx.us>
Sent: Friday, May 3, 2013 3:13:11 PM
Subject: FW: Ridge Rd Agreement

Manuel, this is the email I got from Steve Crain regarding the attached interlocal. We did some minor changes to include the City of San Juan; other than that this is what Steve drafted.

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
email: agapito.vargas@co.hidalgo.tx.us
email smart phone: canics49@gmail.com

Please refrain from printing this email unless completely necessary. Go Green!

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Thursday, April 25, 2013 3:20 PM
To: agapito.vargas@co.hidalgo.tx.us
Subject: Ridge Rd Agreement

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

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This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

AI-38571 **Precinct #3 18. A.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Pct# 3 (1342):
1. Approval of 2013 interdepartmental transfer from C.0. 2010 A&B Pct 3 Admin. Facility Building to C.O. 2010 A&B Pct 3 - M2N (Moorefield to La Homa Rd.) in the amount of $42,256.26.

Pct# 3 (1200):
2. Approval of 2013 interdepartmental transfer from Pct 3 Rd Maint to Pct 3 - M2N (Moorefield to La Homa Rd.) in the amount of $12,514.64.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-431-00-123-089-0-720

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

BUDGETARY IMPACT:

Funding available as of 5-3-13

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-123-005-0-890

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

BUDGETARY IMPACT:

Funding available as of 5-3-13

Attachments

interdept transfer

interdept - 1200

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/02/2013 02:00 PM
Manuel Chapa	Manuel Chapa	05/03/2013 02:44 PM
Auditor's Office	Monica Badillo	05/03/2013 03:29 PM
Manuel Chapa	Manuel Chapa	05/03/2013 04:27 PM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Norma Ceballos Started On: 05/01/2013 04:56 PM

Final Approval Date: 05/03/2013

INTER-DEPARTMENTAL TRANSFER

DATE: May 3, 2013

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 3-1342-431-00-123-0XX-0

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
3-1342-431-00-123-089-0-720	CO2010A&B -Pct3 Admin Facility Building	**(42,256.26)**
TO:		
3-1342-431-00-123-094-0731	CO2010A&B-Pct3 M2N (Moorefield-La Homa) Rd.	**$ 42,256.26**
	Total Budget (Increase/Decrease)	**0.00**

REASON: Supplemental Agreement No. 1 to Work Authorization No. 1

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

DATE: May 3, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for
Pct# 3 - M2N (Moorefield-La Homa) (1200)

AI# 38571

ACCOUNT NUMBER: 3-1200-431-00-123-005-0-890

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
3-1200-431-00-123-005-0-890	PCT3 RD MAINT-OTHER	(12,514.64)
3-1200-431-00-123-094-0-731	Pct 3 - M2N (Moorefield - La Homa) - Roads	12,514.64
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer to fund supplemental Agreement No. 1 to WA# 1

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-38514 **Budget and Management 19. A. 1.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Precinct No.2 **Submitted By:** Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Precinct No.2 (1200):
Approval of 2013 appropriation of funds from RD MAINT (1200) unreserved fund balance to Ridge Road (Cesar Chavez-Rudy Villarreal) program 089 in the total amount of $180,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 13 **ACCT. #:** 3-1200-431-00-122-089-0-841

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

BUDGETARY IMPACT:

available balance as of 04/30/13.

Please reference AI-38491

Attachments

appropriation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Rolando Garcia Started On: 04/30/2013 01:17 PM

Final Approval Date: 05/03/2013

DATE: April 26, 2013

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Rd. Maintenance Department (1200)

ACCOUNT NUMBER: 3-1200-431-00-122-089-0-841

Contact Person: Rolando Garcia **Ph#:** 956-292-7025 x.5761

2013
Appropriation

AI-38514

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
3-1200-431-00-122-089-0-841	PCT2 RIDGE RD(C.CHVZ-RUDY VLLREAL)-AID	$180,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 180,000.00

REASON: Appropriation from RD MAINT (1200) unreserved fund balance for Ridge Road project (limits from South Cesar Chavez to South Rudy Villareal road(formerly Alamo Road)). Limits are within the city.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-38249 **Purchasing Department** **20. A. 3.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Martha L. Salazar **Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Interlocal Governmental Agreement by and between Hidalgo County Appraisal District and the County of Hidalgo in connection with participation in (a) Hidalgo County's "Self-Funded Health Insurance Program, Stop Loss Insurance and Life/AD&D Insurance"; (b) Voluntary Products limited however to Dental and Vision insurance, including execution of document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This agenda item will have no budgetary impact or cost to County inasmuch as cost will be paid by the Appraisal District to the County pursuant to page 2, "Direct Payment by District".

Attachments

Interlocal-Appraisal Dist.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/01/2013 04:43 PM
Budget & Management	Angela Garcia	05/02/2013 08:00 AM
Obdett Calzada	Obdett Calzada	05/03/2013 04:38 PM
Auditor's Office	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Gricelda Villarreal Started On: 04/16/2013

Final Approval Date: 05/03/2013

INTERLOCAL GOVERNMENTAL AGREEMENT

This **INTERLOCAL GOVERNMENTAL AGREEMENT** is made as of the date set forth below by and between **HIDALGO COUNTY APPRAISAL DISTRICT**, a political subdivision of the State of Texas, ("District"), and the **COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas, ("County"), as follows:

WHEREAS, the District and the County are each authorized to provide employment benefits to their respective employees, including, but not limited to group health insurance, group life and accidental death and disability insurance (life/AD&D);

WHEREAS, the County is also authorized to provide its employees with the option to obtain additional insurance coverages at the employee's own expense for such products as long term disability, vision, dental, cancer, critical illness insurance and additional life insurance coverage beyond the limits provided by the employer (hereinafter collectively referred to as the "Voluntary Products");

WHEREAS, the County, in compliance with the laws of the State of Texas, requested bids on the cost of group health insurance, group life/AD&D insurance coverage and Voluntary Products coverages;

WHEREAS, after review of all bids and proposals, the County authorized the establishment of a self-funded group health insurance program with BLUE CROSS BLUE SHIELD OF TEXAS to act as the third party administrator for and to provide the stop loss insurance under such group health insurance program and to award the life/AD&D insurance contract to FORT DEARBORN LIFE INSURANCE COMPANY on the terms and conditions set forth in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, the District desires to provide its employees group health insurance and life/AD&D coverages through the County in order to maximize the economies of scale and the taxpayer funds used to provide such insurance;

WHEREAS, the District and the County desire to cooperate with each other in providing appropriate group health insurance and life/AD&D coverages to their employees on the most cost-efficient basis;

WHEREAS, the District also desires to offer its employees, at such employee's sole cost and expense, the opportunity to elect dental and vision insurance from the array of Voluntary Products coverages as offered to the County's employees; and

WHEREAS, the governing bodies of the District and the County have authorized the execution of this Agreement;

NOW, THEREFORE, it is agreed by the District and the County as follows:

1. **Inclusion of District by County.** The County consents to the inclusion of District as part of County's employee group for both its self funded health insurance program with BLUE CROSS BLUE SHIELD OF TEXAS as set forth above and its life/AD&D insurance contract with FORT DEARBORN LIFE INSURANCE COMPANY on the terms and conditions as described in Exhibit "A" attached hereto and made a part hereof. In addition, the County consents to the inclusion of the District as part of County's employee group for the additional Voluntary Products coverages available to County's employees, limited however, to dental and vision insurance.

2. **Direct Payment by District.** (a) All costs associated with premiums for both health and life/ADD&D insurance coverages related to District's employees shall be paid directly by District to the County or at the written direction of the County to BLUE CROSS BLUE SHIELD OF TEXAS or FORT DEARBORN LIFE INSURANCE COMPANY as the case may be.

(b) County is not responsible for the payment of any premiums or other administrative costs either as to "employer" or "employee" as the same relates to employees of the District. District is not responsible for the payment of any premiums or other administrative costs either as to "employer" or "employee" as the same relates to employees of the County.

(c) If upon termination of the coverages provided for herein, the County shall receive any refund from either BLUE CROSS BLUE SHIELD OF TEXAS or FORT DEARBORN LIFE INSURANCE COMPANY E for any fees, deposits or premiums related to the term hereof, County agrees to pay to District within ten (10) business days of the receipt of such refund a prorata share thereof based upon the District's proportional payment of such fee, deposit or premium as compared to the County's proportional payment of such fee, deposit or premium.

(d) All costs associated with premiums for any Voluntary Products selected in writing by any District employee shall be withheld from such employee's payroll and be paid directly by District on behalf of such employee to the County or at the written direction of the County to BLUE CROSS BLUE SHIELD OF TEXAS or FORT DEARBORN LIFE INSURANCE COMPANY as the case may be. District is not responsible to either the County or any third party for the cost of any such Voluntary Products coverages.

(e) District agrees to name County as an additional insured on District's Texas Municipal League Joint Self-Insurance Fund Liability Coverage (the "Liability Coverage"). District also agrees to provide County with verification of the Liability Coverage and County's designation as an additional insured thereon.

3. **Notice by County**. County agrees to provide District thirty (30) days written notice of any change or termination of such health and life/AD&D insurance coverages prior to the effective date of any such change. County agrees to provide District thirty (30) days written notice of any change or termination of such Voluntary Products coverages prior to the effective date of any such change.

4. **Provision for Governmental Services.** The parties to this Agreement acknowledge that the performance and services provided under this Agreement must be paid for from current revenues available to each party. If such revenue is not available, each party has the right to terminate the Agreement without further obligation or liability upon thirty (30) days written notification of such termination to the other party.

5. **Term and Renewal.** To the extent any obligation or performance under this Agreement extends beyond one (1) year from the date hereof, this Agreement shall remain in effect only on the condition that the both parties shall ratify and extend this Agreement on an annual basis. Upon failure of either party to ratify and extend this Agreement, this Agreement shall terminate without further liability to either party.

6. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law; and whenever there is any conflict between any

provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

8. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

9. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to County:	Hidalgo County Attention: Ramon Garcia, County Judge Hidalgo County Courthouse Edinburg, Texas 78539
If to District:	Hidalgo County Appraisal District Attention: Rolando Garza, Chief Appraiser 4405 S. Professional Drive Edinburg, Texas 78539

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

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

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

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

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

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

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

17. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken here from and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

18. **Mediation.** In the event of a dispute between the District and the County over issues related to this Agreement, the parties agree to submit such disputes to mediation by a mutually agreeable mediator prior to the institution of any suit to resolve the dispute or to enforce the terms of this Agreement. Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement or transaction, shall be additionally entitled to recover Court costs and reasonable attorney's fees from the non-prevailing party.

EXECUTED the ____ day of _____, 2013.

COUNTY OF HIDALGO, TEXAS

By:_____
RAMON GARCIA, County Judge

EXECUTED the 9th day of January, 2013.

HIDALGO COUNTY APPRAISAL DISTRICT

By: Rolando Garza
ROLANDO GARZA, Chief Appraiser

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved As To Form:
Atlas, Hall and Rodriguez, LLC

By:_____

Exhibit A
Interlocal Governmental Agreement

BASIC PLAN - Blue Cross Blue Shield of Texas with $1,000 Ded. - 70/50 Plan	MONTHLY	SEMIMONTHLY
Employee (Paid by District)	$347.00	
Spouse	$193.00	$96.50
Child or Children	$85.00	$42.50
Family	$277.00	$138.50

OPTIONAL BUY-UP PLAN - Blue Cross Blue Shield of Texas with $500 Ded - 80/50 Plan		
Employee	$31.00	$15.50
Employee + Spouse	$236.00	$118.00
Employee + Child or Children	$123.00	$61.50
Employee + Family	$359.00	$179.50

****
****

LIFE AND AD & D INSURANCE

Rates with Fort Dearborn Life Insurance Company with $25,000 Coverage	LIFE AND AD & D
	$0.09 or $2.25 per employee

HIDALGO COUNTY

VOLUNTARY INSURANCE PRODUCTS - 2013 RATES

HUMANA DENTAL		
TIER	**MONTHLY DEDUCTION**	**BI-WEEKLY DEDUCTION**
EMPLOYEE ONLY	$ 27.91	$ 13.96
EMPLOYEE & SPOUSE	$ 48.63	$ 24.32
EMPLOYEE & CHILD(REN)	$ 47.03	$ 23.52
EMPLOYEE & FAMILY	$ 80.07	$ 40.04

VSP VISION CARE		
TIER	**MONTHLY DEDUCTION**	**BI-WEEKLY DEDUCTION**
EMPLOYEE ONLY	$ 8.04	$ 4.02
EMPLOYEE & SPOUSE	$ 16.08	$ 8.04
EMPLOYEE & CHILD(REN)	$ 17.22	$ 8.61
EMPLOYEE & FAMILY	$ 27.50	$ 13.75

***ADDITIONAL VOLUNTARY PRODUCTS:**

TRANSAMERICA	***RATES FOR THESE PRODUCTS ARE DETERMINED BY AGE, GENDER, SALARY AND PLAN SELECTION.**
ACCIDENT	
CANCER	
CRITICAL ILLNESS	**NOTE: NEW CARRIERS AND RATES WILL BECOME EFFECTIVE APRIL 1, 2013.**
UNIVERSAL LIFE	
UNUM	
DISABILITY	

AI-38591 **Purchasing Department** **20. A. 4.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation of the approved Hidalgo County Professional Pool of Engineers for the purpose of nominating at least three (3) firms (in order to score, evaluate, rank, negotiate and engage an engineering firm) in connnection with "On-Call Project-MPO AND HCRMA, Traffic Studies, Etc.";

Nominated Firms:

1._____;

2._____;

3._____;

b. Selection/designation/assignment of evaluation committee to score, grade and evaluate the firms nominated so as to have CC rank and proceed with negotiation process for final contract for: On-Call Project-MPO and HCRMA, Traffic Studies, Etc.:

Graders:

1._____;

2._____;

3._____;

4._____;

5._____;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013` **ACCT. #:** 3-1100-429-30-125-014-0-334

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

BUDGETARY IMPACT:

Avail. Bal. as of 5-3-13 $50,086.60

Attachments

Pool of Engineer Services

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/03/2013 01:41 PM
Budget & Management	Obdett Calzada	05/03/2013 02:29 PM
Manuel Chapa	Manuel Chapa	05/03/2013 04:35 PM
Auditor's Office	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Rocio Villarreal Started On: 05/02/2013 03:37 PM

Final Approval Date: 05/03/2013

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: December 05, 2012 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "PROFESSIONAL ENGINEERING POOL-HIDALGO COUNTY"

RFQ NO: 2013-002-12-05-YZV

RFQ	NAME OF COMPANY	CD's INCLUDED	ACKNOWLEDGMENT OF RECEIPT
1	SDI ENGINEERING, LLC	√	1 ORIGINAL 7 COPIES
2	INNOVATIVE CIVIL ENGINEERING SERVICES LTD	√	1 ORIGINAL 7 COPIES
3	R.E. GARCIA AND ASSOCIATES	√	1 ORIGINAL 7 COPIES
4	LE FEVRE ENVIRONMENTAL AND MANAGAMENT CONSULTANT	√	1 ORIGINAL 7 COPIES
5	JAVIER HINOJOSA ENGINEERING	√	1 ORIGINAL 7 COPIES
6	S & B INFRASTRURCTURE, LTD	√	1 ORIGINAL 7 COPIES
7	DBR ENGINEERING CONSULTANTS	√	1 ORIGINAL 7 COPIES
8	RABA KISTNER	√	1 ORIGINAL 7 COPIES
9	ENTECH CIVIL ENGINEERS INC.	√	1 ORIGINAL 7 COPIES
10	LAND TECH CONSULTANTS, INC	√	1 ORIGINAL 7 COPIES
11	PEREZ CONSULTING ENGINEERING	√	1 ORIGINAL 7 COPIES
12	AMBIOTEC ENGNEERING GROUP	√	1 ORIGINAL 7 COPIES
13	RIO DELTA ENGINEERIONG	√	1 ORIGINAL 7 COPIES
14	TEDSI INFRASTRUCTURE	√	1 ORIGINAL 7 COPIES
15	MILENNIUM ENGINEERS GROUP	√	1 ORIGINAL 7 COPIES
16	HALFF & ASSOCIATES	√	1 ORIGINAL 7 COPIES

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: December 05, 2012 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "PROFESSIONAL ENGINEERING POOL-HIDALGO COUNTY"

RFQ NO: 2013-002-12-05-YZV

RFQ	NAME OF COMPANY	CD's INCLUDED	ACKNOWLEDGMENT OF RECEIPT
17	ERO ARCHITECTS	√	1 ORIGINAL 7 COPIES
18	BRIONES CONSULTING & ENGINEERING	√	1 ORIGINAL 7 COPIES
19	BUILDING TRANSPORTAION INFRASTRUCTURE	√	1 ORIGINAL 7 COPIES
20	DANNENBAUM ENGINEERING	√	1 ORIGINAL 7 COPIES
21	TERRACON CONSULTING ENGINEERS	√	1 ORIGINAL 7 COPIES
22	GUZMAN & MUNOZ ENGINEERING	√	1 ORIGINAL 7 COPIES
23	DOS LOGISTICS, INC	√	1 ORIGINAL 7 COPIES
24	CORTRAN ENGINEERING, LLC	√	1 ORIGINAL 7 COPIES
25	QUINTANILLA HEADLEY & ASSOCIATES	√	1 ORIGINAL 7 COPIES
26	HINOJOSA ENGINEERING	√	1 ORIGINAL 7 COPIES
27	CRUZ HOGAN CONSULTANT	√	1 ORIGINAL 7 COPIES
28	URBAN INFRASTRUCTURE GROUP	√	1 ORIGINAL 7 COPIES
29	CRD GROUP LLC	√	1 ORIGINAL 7 COPIES
30	NAISMITH ENGINEERING	√	1 ORIGINAL 7 COPIES
31	SAMES ENGINEERING & SURVEYING	√	1 ORIGINAL 7 COPIES
32	JACINTO GARZA/L&G ENGINEERING	√	1 ORIGINAL 7 COPIES

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: December 05, 2012 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "PROFESSIONAL ENGINEERING POOL-HIDALGO COUNTY"

RFQ NO: 2013-002-12-05-YZV

RFQ	NAME OF COMPANY	CD's INCLUDED	ACKNOWLEDGMENT OF RECEIPT
33	PRODIGY ENGINEERING & CONSTRUCTION MANAGEMENT	√	1 ORIGINAL 7 COPIES
34	MELDEN & HUNT	√	1 ORIGINAL 7 COPIES
35	R. GUTIERREZ ENGINEERING	√	1 ORIGINAL 7 COPIES
36	CHANIN ENGINEERING, LLC	√	1 ORIGINAL 7 COPIES
37	M. GARCIA ENGINEERING, LLC	√	1 ORIGINAL 7 COPIES
38	FULCUM ENGINEERING CONSULTANTS, INC	√	1 ORIGINAL 7 COPIES
39	SPOOR ENGINEERING CONSULTANTS, INC	√	1 ORIGINAL 7 COPIES
40	IZAGUIRRE ENGINEERING GROUP INC.	√	1 ORIGINAL 7 COPIES
41			
42			
43			
44			
45			
46			
47			
48			

AI-37954 **20. A. 5.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Martha L. Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to amend the Sole Source Declaration with "The Library Corporation" as previously approved on 02/16/10 (AI#19873) following with additional approval on 08/24/10 (AI#22605) thus allowing for services to be rendered efficiently and effectively to the **Hidalgo County Library System** including the purchase of any future hardware, software maintenance, technical support/updates/licenses and any other pertinent related services through the life term of the equipment/software/hardware/maintenance/support services in place; and

b. Approval to pay through requisition #235197, the annual library software support, Dell Server Support, Dell Webserver Support, Library Solution License, OPAC Enrichment Renewal and Norton AV Renewal in connection to the purchases of the "Library Solution System and Automation System" (02/16/10-AI#19873) and "Library•Solution Integrated Software Package" (01/17/12-AI#30424) as follow:

Invoice#2012090197-Library Solution Software Support and OPAC Enrichment Renewal-$20,546.00
Invoice#2012122492-Norton AV Renewal-$290.00
Invoice#201320173-Dell Server Support-Dell Webserver Support-Library Solution License-$6,365.00

BACKGROUND

NO DOCUMENTATION TO BE SIGNED.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-455-00-125-024-0-841

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

BUDGETARY IMPACT:

Funds available as of 4/30/2013.

Attachments

INVOICES

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/25/2013 11:05 AM
Budget & Management	Angela Garcia	04/25/2013 01:27 PM
Obdett Calzada	Obdett Calzada	05/01/2013 04:12 PM
Auditor's Office	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Vangie Garcia Started On: 03/27/2013 11:33 AM

Final Approval Date: 05/03/2013

THE LIBRARY CORPORATION

P.O. Box 1610
Inwood, WV 25428
Phone: (800) 624-0559
(304) 229-0295

Invoice

Date	Page
Jan 9, 2013	1
Invoice Number	
2012090197	

Territory 61

Fed.Tax # 52-1043428

Adolfo Garcia

Sold To: Hidalgo County Library System
121 East Cherokee
Pharr, TX 78577

Ship To: Hidalgo County Library System
121 East Cherokee
Pharr, TX 78577

Customer No.	Order No.	PO Number	Order Date	Ship Via	Terms
980317	2012090197	RENEWAL	Jan 9, 2013	SH0000	NET

Qty. Ord.	Description	Unit Price	Extended Price
1	LIBRARY SOLUTION SOFTWARE SUPPORT (OCT12-DEC13)	15,917.00	15,917.00
1	OPAC ENRICHMENT RENEWAL (OCT12-DEC13)	4,629.00	4,629.00

HIDALGO COUNTY
BUDGET OFFICE
13 JAN 23 AM 9 35

INVOICE RECEIVED BY:
Laura T. ON 1/24/13
GOODS/SERVICES RECEIVED BY:
_____ ON _____

3-1100-455-00-125-024-0-841

Comments:

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 1/24/13 BY: Laura T.

Total sales tax	0.00
Total order	20,546.00

THE LIBRARY CORPORATION

P.O. Box 1610
Inwood, WV 25428
Phone: (800) 624-0559
(304) 229-0295

Invoice

Date	Page
Feb 28, 2013	1
Invoice Number	
2012122492	

Territory 61

Fed.Tax # 52-1043428

Adolfo Garcia

Sold To: Hidalgo County Library System
121 East Cherokee
Pharr, TX 78577

Ship To: Hidalgo County Library System
121 East Cherokee
Pharr, TX 78577

Customer No.	Order No.	PO Number	Order Date	Ship Via	Terms
980317	2012122492	RENEWAL	Feb 28, 2013	SH0000	NET

Qty. Ord.	Description	Unit Price	Extended Price
10	NORTON AV RENEWAL (JAN13-DEC13)	29.00	290.00

INVOICE RECEIVED BY:

_____ ON _____

GOODS/SERVICES RECEIVED BY:

Laura T. ON 3/5/13

Comments:

Total sales tax	0.00
Total order	290.00

THE LIBRARY CORPORATION

P.O. Box 1610
Inwood, WV 25428
Phone: (800) 624-0559
(304) 229-0295

Invoice

Date	Page
Feb 28, 2013	1
Invoice Number	
2013020173	

Territory 61

Fed Tax # 52-1043428

Adolfo Garcia

Sold To: Hidalgo County Library System
121 East Cherokee
Pharr, TX 78577

Ship To: Hidalgo County Library System
121 East Cherokee
Pharr, TX 78577

Customer No.	Order No.	PO Number	Order Date	Ship Via	Terms
980317	2013020173	RENEWAL	Feb 28, 2013	SH0000	NET

Qty. Ord.	Description	Unit Price	Extended Price
1	DELL SERVER SUPPORT (MAR13-DEC13)	697.00	697.00
1	DELL WEBSERVER SUPPORT (MAR13-DEC13)	706.00	706.00
1	LIBRARY.SOLUTION LICENSE (MAR13-DEC13)	4,962.00	4,962.00

INVOICE RECEIVED BY:

_____ ON _____

GOODS/SERVICES RECEIVED BY:

Laun T. ON 3/5/13

Comments:

Total sales tax	0.00
Total order	6,365.00

AI-38572 **Purchasing Department 20. A. 6.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Comm. A.C. Cuellar, Pct. #1 **Submitted By:** Gabriel Navarro, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Pursuant to Texas Local Government Code, 263.151, discussion and approval to declare as “surplus” as detailed in Exhibit “A” including establishing of a total fair market value in the amount of $ 874,424.00;

B. Acceptance and approval by Hidalgo County Commissioners Court evidenced by an "ORDER" authorizing the sale of certain personal property (as described in attachments herein) to Hidalgo County Drainage District No. 1 for the amount approved as the fair market value.

C. Requesting authority to remove said assets listed on exhibit "A" (attached hereto) from the Hidalgo County inventory list after finalizing the sale of equipment to Drainage District #1.

BACKGROUND

Attachments

CODE
EXHIBIT A
order of sale

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Gabriel Navarro Started On: 05/01/2013 05:00 PM

Final Approval Date: 05/03/2013

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989.

Sec. 263.152. DISPOSITION. (a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or

(6) order any vehicle retired under a program designed to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, Sec. 2; Acts 2003, 78th Leg., ch. 345, Sec. 3.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 416, Sec. 3, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 237, Sec. 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 746, Sec. 5, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 254, Sec. 1, eff. May 28, 1999; Acts 2003, 78th Leg., ch. 43, Sec. 1, 2, eff. May 15, 2003; Acts 2003, 78th Leg., ch. 345, Sec. 1, 3, eff. June 18, 2003. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1233, Sec. 2, eff. June 15, 2007.

Acts 2009, 81st Leg., R.S., Ch. 931, Sec. 1, eff. September 1, 2009.

HIDALGO COUNTY PURCHASING DEPARTMENT FIXED ASSET DIVISION
PCT. 1 DRAINAGE EQUIPMENT FAIR MARKET VALUE

Recommended Fair Market Value

Vehicles	Co. Asset Tag #	Hist. Cost	Acq. Date	Budget's Est. Value	As of 12/31/12 Co. Auditor's Book Value	Google Search *KBB
2009 FORD F250 SD	48763	26,804.00	04/07/09	18,762.80	13,019.00	24,435.00
2009 FORD F250 SD	48765	26,804.00	04/07/09	18,762.80	13,019.00	24,685.00
2009 FORD F150 SC	48767	24,228.00	02/24/09	16,959.60	11,768.00	19,546.00
2009 FORD F250 XLT	50221	27,204.00	04/07/09	19,042.80	13,213.00	23,710.00
Total		**$105,040.00**		**$73,528.00**	**$51,019.00**	**$92,376.00**

**** KKB value reflects condition as "Good".***

Comparing the values between the Kelley Blue Book Value and the Book Values we can safely set the fair market for the aforementioned items at $ 92,376.00.

Heavy Equipment	Co. Asset Tag #	Hist. Cost	Acq. Date	Budget's Est. Value	As of 12/31/12 Co. Auditor's Book Value	Google Search **Based on Machine Hrs CATUSED.COM	Company Quotes **Estimated Value HOLT/CAT
2009 CAT. 420E BACKHOE	48918	82,200.00	01/28/09	57,540.00	52,608.00	70,608.00	38,000.00
2009 CAT. 324DL EXCAVATOR	48942	226,700.00	03/03/09	158,690.00	145,088.00	194,000.00	140,000.00
2009 CAT. 330DL EXCAVATOR	48943	294,415.00	02/24/09	206,090.50	188,426.00	265,000.00	155,000.00
2009 D6N XL BULLDOZER	48944	221,998.00	02/24/09	155,398.60	142,079.00	200,040.00	160,000.00
Total		**825,313.00**		**577,719.10**	**528,201.00**	**729,648.00**	**493,000.00**

Comparing the values between each company and the Book Values we can safely set the fair market for the aforementioned items at $ 729,648.00

Pumps	Co. Asset Tag #	Hist. Cost	Acq. Date	Budget's Est. Value	As of 12/31/12 Co. Auditor's Book Value	Google Search **MachineryTrader.com	Company Quotes **Estimated Value XYLEM
GODWIN DCP300 PUMPSET W/ TANK & TRAILER	48456	59,792.72	10/21/08	35,875.63	29,042.00	41,786.00	26,200.00
GODWIN DCP300 PUMPSET W/ TANK & TRAILER	48457	59,792.72	10/21/08	35,875.63	29,042.00	41,786.00	26,200.00
HD 12"X20" HOSE	48458	2,752.82	10/21/08				
HD 12"X20" HOSE	48459	2,752.82	10/21/08				
HD 12"X50" DIS. HOSE	48460	3,039.22	10/21/08				
HC 12"X50" DIS. HOSE	48461	3,039.22	10/21/08				
Total		**131,169.52**		**71,751.26**	**58,084.00**	**83,572.00**	**52,400.00**

***** MachineryTrader.com value does not include trailer.***

Comparing the values between each company and the Book Values we can safely set the fair market for the aforementioned items at $ 52,400.00

Total FMV for Pct 1 Equipment $ 874,424.00

5/2/2013

ORDER NO. _____

AN ORDER OF HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AUTHORIZING THE CASH PURCHASE OF EQUIPMENT FROM THE COUNTY OF HIDALGO AND APPROVING OTHER MATTERS INCIDENT THERETO.

WHEREAS, THE COUNTY OF HIDALGO (the "County") and Hidalgo County Drainage District No. One (the "District") have previously entered various inter-local agreements for the purpose of undertaking joint improvement to and maintenance of the County's storm drainage facilities; and

WHEREAS, the County desires to sell certain equipment and machinery which is listed in Exhibit "A" attached hereto to the District for its use in further improving and maintaining the County's storm drainage facilities in the District; NOW THEREFORE,

BE IT RESOLVED:

ARTICLE I

APPROVAL; DESCRIPTION; PURCHASE PRICE; OTHER TERMS

2.1 **Approval.**

The purchase of the Equipment is hereby approved.

2.2 **Description.**

The Equipment is described in Exhibit "A" attached hereto.

2.3 **Amount, Purpose and Authorization**. The purchase price for the Equipment is the amount of EIGHT HUNDRED SEVENTY FOUR THOUSAND FOUR HUNDRED TWENTY-FOUR AND NO/100 DOLLARS ($874,424.00) payable in cash upon delivery.

2.4 **Purchase Rights**. The District shall be entitled to full title and all ownership interests in the Equipment.

2.5 **Consummation of Purchase.** At closing or delivery, the County shall deliver to District such deeds, titles, termination statements, bills of sale and other documents and instruments as District shall reasonably require to evidence the transfer of all right, title and interest of the County in such Equipment to District free and clear of all liens and encumbrances created by or arising, directly or indirectly, through the County.

ARTICLE IV

COVENANTS OF THE DISTRICT

4.1. **Use of Equipment**. The District shall use the Equipment in a careful and proper manner, in compliance with all applicable laws and regulations, including the tax exempt Treasury Regulations and will not dispose of the Equipment without issuance of an opinion by the District's bond counsel to the effect that the disposition will not affect the District's or the County's designation of its debt obligations a tax-exempt.

4.2. **Warranties.** Except for representations, warranties and service contracts relating to the Equipment made or entered into by the manufacturers or suppliers of the Equipment, all of which are hereby assigned to the District, the County has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the title, merchantability, condition, quality or fitness of the Equipment for any particular purpose or the conformity of the Equipment to specifications or purchase order, its design, delivery, installation or operation. All claims or actions on any warranty so assigned to the County shall be made or prosecuted by the District, at is sole expense.

4.3. **Inspection, Acceptance and Written Notice of Defects.** Immediately, or as soon as practicable to provide time for testing, upon receipt and installation of the Equipment, the District shall inspect the Equipment. Unless the District gives the County written notice of each defect or other proper objection to the Equipment before the execution of the Acceptance Certificate, it shall be conclusively presumed, as between the County and the District, that the District has fully inspected and acknowledged that the Equipment is in good condition and repair, has been properly installed and is performing satisfactorily, and that the District is satisfied with and has accepted the Equipment in such good condition and repair.

ARTICLE V

MISCELLANEOUS

5.1. **Further Proceedings.** The County Judge and other appropriate officials of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Agreement.

5.2. **Severability.** If any section, paragraph, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Agreement.

5.3. **Open Meeting.** It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the District's governing board at which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public at the official meeting place of the District for the time required by law preceding this meeting, as required by the Texas Open Meetings Law, Chapter 551, Texas Government Code, as amended, and that this meeting was open to the public as required by law at all times during which this Order and the subject matter thereof were discussed, considered and formally acted upon. The District's governing board further ratifies, approves and confirms such written notice and the contents and posting thereof.

5.4. Repealer. All orders and resolutions or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

PASSED AND APPROVED ON _____.

HIDALGO COUNTY DRAINAGE
DISTRICT NO. ONE

_____
County Judge

ATTEST:

_____
County Clerk

(SEAL)

Accepted:

Date: _____

Hidalgo County Drainage District No.

By: _____

Exhibit A
Equipment Description

AI-38411 **Purchasing Department** **20. A. 7.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Comm. Hector **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval for the AIA Agreement for Professional Architect Services between Hidalgo County and ERO Architects, (as approved for negotiation on CC 03/05/13) in connection with the construction of "Precinct No. 2 New Field Operations Shop."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-431-00-122-053-0-739

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

BUDGETARY IMPACT:

Avail. Bal. $440,972.89

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/03/2013 01:36 PM
Budget & Management	Obdett Calzada	05/03/2013 02:27 PM
Olga Garza	Olga Garza	05/03/2013 04:52 PM
Auditor's Office	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Rocio Villarreal Started On: 04/24/2013 04:39 PM

Final Approval Date: 05/03/2013

AI-38403 **Purchasing Department** **20. B. 1.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Comm. Joe Flores, Pct. #3 **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute an agreement for the provision of professional surveying services at the Penitas Landfill Project with Hinojosa Engineering, as authorized & approved for negotiations by CC on 03/20/13.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-432-00-123-001-0-334

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

BUDGETARY IMPACT:

Avail. Balance $35,573.37

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/01/2013 05:01 PM
Budget & Management	Angela Garcia	05/02/2013 08:01 AM
Olga Garza	Olga Garza	05/03/2013 02:28 PM
Auditor's Office	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Rocio Villarreal Started On: 04/24/2013 02:53 PM

Final Approval Date: 05/03/2013

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-13-118-05-07

THIS AGREEMENT is made effective the 7th day of May, 2013, by and between the **County of Hidalgo, Texas** ("County") and **Hinojosa Engineering, Inc.** ("Surveyor").

W I T N E S S E T H:

WHEREAS, the County requires "Surveying Services" for **"Penitas Landfill"** 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: "**Penitas Landfill**" 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 (1) one year, effective **May 7, 2013**, expiring **May 6, 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:	Hinojosa Engineering, Inc. Attention: Ricardo Hinojosa, P.E. 108 W. 18th Street Mission, Texas 78572

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the 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 7th day of May, 2013.

SURVEYOR:
Hinojosa Engineering

BY:_____

OWNER:
HIDALGO COUNTY

BY:_____
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

November 13, 2012

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: 2013-005-12-05-MEG

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.

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/meg

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

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HIDALGO COUNTY
"Professional Surveyors Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2013-005-12-05-MEG

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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, CPPB, Purchasing Agent

Date

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL SURVEYORS SERVICES POOL

RFQ No.: 2013-005-12-05-MEG

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

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

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs and entities)

"Professional Surveyors Services Pool"

RFQ NO: 2013-00[illegible]-05-MEG

Acceptance Due Date: **December 05, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

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Project Buyer Contact Information:

Elena Gomez, Buyer II
(956) 292-7000 Ext. 4855
elena.gomez@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–2012-005-12-05-MEG-HIDALGO COUNTY (Including all funding sources, programs, and entities)* **"Professional Surveyors Services Pool"**, and in County 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, DECEMBER 05, 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 qualifications 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 determine the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of qualification shall under no circumstances obligate County to accept lowest or other 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 relative importance of price and other evaluation factors as hereinafter 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

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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. A[illegible]nda will be mailed to all who are known to have received a copy of the Request for Qu[illegible]ications. 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 Ta[illegible] and Local Tax. Do n[illegible]clude tax in cost figure. If it is determined that tax was included i[illegible]he cost figures it will not [illegible]included in the tabulation of any awards. Tax exemption certificate[illegible]ll be furn[illegible]hed upon request.

12. Funds for this procurement have been provided through t[illegible]ounty budget for this fiscal year only. County, on an annual basis, has the right to reconsider a c[illegible]ract during the budget process for ensuing years if financial resources of C[illegible]y are insufficient t[illegible]et the liabilities of said contract. The award of a qualification or contract [illegible]der will not be c[illegible]ued to create a debt of the County which is payable out of funds beyon[illegible] the c[illegible] fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries [illegible]ccepted a[illegible]3:00 P.M., M[illegible]nday-Friday.
- At least seventy[illegible](72)[illegible]rs prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing A[illegible]t befor[illegible]ill be accepted.
- If you need a[illegible]nal inf[illegible]ation call the office listed below:

[illegible]idalgo [illegible]ounty Purchasing Department
[illegible]artha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING A[illegible]PAY[illegible]MENT 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.

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- 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.	**ecem 05, 2012**
Award of Contract	2012
Commence Work or Deliver Products	12

16. **HIDALGO COUNTY APPROVED HOLIDAYS ROPOSED**

2013 YEAR	
New Year's Day	12/31/1 d 01/01/13
Martin Luther Ki Day	01/21/13
President's Day	02/18/13
Good Friday	/29/13
Easter	04
Memorial Day	/27/13
I ce Day	07/04/13
Labor Da	09/02/13
lumbus ay	/14/13
Ve n's	/11/13
Than iving Day	11/28/13 and 11/29/13
hristma y	12/24/13 and 12/25/13

17. **~~BID O~~ ~~PERFORMAN~~ ~~E BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~**

- ~~If the contra~~ ~~opose~~ ~~is for the construction of public works or is for a contract for goods and services exceed~~ ~~100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five p~~ ~~cent 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.~~

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- ~~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 determin[illegible] applying the proposed unit price to the estimated quantities included in the specificatio[illegible].~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or a[illegible]e to give any elected offici[illegible]partment head or employee, or former elected official, depart[illegible]ead or e[illegible]ployee, of the Co[illegible]y, or for any elected official, department head or employee or [illegible]mer[illegible]ected official, department head or employee of the County, to solicit, demand, accept or a[illegible]e to accept from another person, entity or organization, a gratuity or an offe[illegible] of employment in c[illegible]ection with any decision, approval, disapproval, recommendation, prepa[illegible]n or any part of a[illegible]ogram requirement or purchase request, influencing the content of a[illegible]ification or pro[illegible]ent standard, rendering of advice, investigation, auditing, or in[illegible] any c[illegible] advisory c[illegible]acity in any proceeding or application, request for ruling, determin[illegible]ion, c[illegible]ontroversy, or other particular matter pertaining to any pro[illegible] requirement o[illegible] contract or [illegible]bcontract, or to any solicitation or qualification theref[illegible] pe[illegible] before any d[illegible]artment or agency of the County.

- It shall be a brea[illegible]f ethics [illegible] any payment, [illegible]atuity or offer of employment to be made by or on behalf of a subco[illegible]ctor [illegible]r a contract to [illegible]e prime contractor or higher tier subcontractor for any contract for the [illegible]unty, c[illegible]n associated therewith, as an inducement for the awa[illegible] a s[illegible]tract or [illegible].

- [illegible] public official s[illegible] have a[illegible]est in a contract awarded hereunder except in accordance wi[illegible]ex. Loc. Govt. C[illegible]e Chapt[illegible] 171.

- NOTIC[illegible]
  ALL COM[illegible]NICATI[illegible]NS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTME[illegible] HE[illegible]DS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH TH[illegible]IDALGO 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, RFQ, 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

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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 78539—Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the term 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 the 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;

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- 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 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 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.

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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.

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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 qualifications, 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 provided 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 Qualifications Checklist received 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: _____

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EXHIBIT "A"
SPECIFICATIONS/REQUIRMENTS
HIDALGO COUNTY
"Professional Surveyors Services Pool"

RFQ: 2013-005-12-05-MEG

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

RFQ No. 2013-005-12-05-MEG

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The County of Hidalgo will be accepting Statements of Qualifications from 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, 2013** and ending **February 8, 2014.** 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, December 05, 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 sealed, clearly marked and labeled with the Company's name, RFQ Number 2013-005-12-05-MEG, Project Title "Professional Surveying Services" , 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 sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQ's, bids, Qualifications 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:

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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) 292-7612 or via e-mail: **elena.gomez@co.hidalgo.tx.us BY NO LATER THAN Monday, November 19, 2012 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, November 21, 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: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

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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 may 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 surveying firm(s) 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 benchmark.
3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.
4. 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 for Qualifications.

b) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

c) List of 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.

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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 current licenses and/or certifications required by State of Texas.

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.

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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

REQUEST FOR 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 responses received in RFQ.

DRAFT

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;

DRAFT

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY

"Professional Surveyors Services Pool"

RFQ: 2013-005-12-05-MEG

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES

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 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

GRAND TOTAL 100 Points

DRAFT

EXHIBIT D

EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES

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 requested 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	

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY
"Professional Surveyors Services Pool"

RFQ: 2013-005-12-05-MEG

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

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

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD — **CERTIFICATE OF INSURANCE** — DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: ____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

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

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

☐ will be acquired within 10 working days after notification from Purchasing Department of 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"

CIQ FORM

HIDALGO COUNTY
"Professional Surveyors Services Pool"

RFQ: 2013-005-12-05-MEG

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"
HIDALGO COUNTY
"Professional Surveyors Services Pool"

RFQ: 2013-005-12-05-MEG

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_____

DEBARMENT

HIDALGO COUNTY

"Professional Surveyors Services Pool"

RFQ: 2013-005-12-05-MEG

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

BIDDER/VENDOR APPLICATION AND W-9

HIDALGO COUNTY
"Professional Surveyors Services Pool"

RFQ: 2013-005-12-05-MEG

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 email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

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) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-		-				

Employer identification number

		-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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.

County Executive Office
PROPOSED

2818 S. Bus. Hwy. 281 • Edinburg, Texas 78539 • Phone: (956) 292-7025 • Fax: (956) 292-7034 • www.co.hidalgo.tx.us/budget

PROPOSED
HIDALGO COUNTY
2013 HOLIDAYS

New Year's Day	December 31, 2012 January 01, 2013 (Monday/Tuesday)
Martin Luther King Day	January 21, 2013 (Monday)
Presidents' Day	February 18, 2013 (Monday)
Good Friday	March 29, 2013 (Friday)
Easter	April 01, 2013 (Monday)
Memorial Day	May 27, 2013 (Monday)
Independence Day	July 04, 2013 (Thursday)
Labor Day	September 02, 2013 (Monday)
Columbus Day	October 14, 2013 (Monday)
Veterans' Day	November 11, 2013 (Monday)
Thanksgiving Day	November 28-29, 2013 (Thursday/Friday)
Christmas Day	December 24 & 25, 2013 (Tuesday/Wednesday)
Total Holidays	15 days

Approved by Commissioners' Court on October ----, 2012.

Note: There will not be early release on Thanksgiving or Christmas. The holidays listed are the only approved holidays.

EXHIBIT "A"

Scope of Services to be provided by the Surveyor

EXHIBIT "A"

Scope of Services to be provided by the Surveyor

HIDALGO COUNTY PRECINT 3- PEÑITAS LANDFILL SURVEY WORK 2005-2013

Scope of Work

As the direction of Hidalgo County and its landfill engineer, the following survey work is anticipated for the upcoming year at the Peñitas Landfill.

1. Re-establish survey control for the site grid and reset north benchmark.
2. Produce a topographic map for the entire 12.9 acre landfill (areas that contain waste or are prepared for waste), collecting elevation data at 100 ft. intervals and at gradebreaks.
3. Provide construction staking to assist regrading of waste to match final design grades.
4. Provide construction certification surveying in conjunction with the installation of the 2 foot thick final cover soil over waste. A drawing of the final cover thickness sealed by an RPLS will be required
5. Produce a boundary survey of the landfilled waste that is tied to the parent tract.

Additional Scope of Work

As the direction of Hidalgo County and its landfill engineer, the following survey work is anticipated for the upcoming 2013 year at the Peñitas Landfill.

5. Re-establish survey control for the site grid and reset the north benchmark.

a. Survey Crew	2 day = 16.5 hrs	**Total= $1,452.00**

6. Provide Construction staking to assist regarding of waste to match final design grades.

a. Survey Crew	7 days = 56 hrs	**Total= $4,928.00**
b. Drafting CADD	4.9 days = 39 hrs	**Total= $1,755.00**

7. Provide construction certification surveying in conjunction with the installation of the 2 foot thick final cover soil over waste. A drawing of the final cover thickness sealed by an RPLS will be required

a. Survey Crew	3 ½ days = 28 hrs	Total= $2,464.00
b. Drafting CADD	2 days = 16 hrs	Total= $ 720.00
c. RLPS	½ Day = 4 hrs	Total =$ 340.00

8. Other Fees

a. Administrative	2 ½ days =19 ¾ hrs	Total= $690.00
		Final Total Due = $ 12,348.00

Work products must be in a format compatible with existing AutoCad drawing files and the site coordinate system. Data will be used by the County's engineer for calculations, design and construction certification.

EXHIBIT "B"
Surveying Rate Schedule

EXHIBIT "B"

Surveying Rate Schedule

Peñitas Landfill Survey Work 2013

April 19, 2013

Hinojosa Engineering Inc. **Hourly/Contract Rates**

1. Principal	$125.00/hr
2. Project Manager	$100.00/hr
3. Engineer	$75.00/hr
3. EIT Engineer	$60.00/hr
4. CADD Technician	$45.00/hr
5. RPLS	$85.00/hr
6. Survey Crew	$88.00/hr
7. Clerical	$35.00/hr

EXHIBIT "C"
Insurance Requirements

Policy Number:

Date Entered: 04/09/2013

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/ 9/2013

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 Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572	CONTACT NAME: Carl Davis PHONE (A/C, No, Ext): (956) 581-9030 FAX (A/C, No): (956) 519-1524 E-MAIL ADDRESS: davisinsuranceagency@yahoo.com
INSURED Hinojosa Engineering, Inc. 108 W. 18th St. Mission, TX 78572	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: FARMERS INSURANCE EXCHANGE INSURER B: FARMERS TEXAS COUNTY MUTUAL INSURER C: TRUCK INSURANCE EXCHANGE INSURER D: TEXAS MUTUAL INSURANCE COMPANY INSURER E: IRONSHORE SPECIALTY INSURANCE CO. INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X	X	60433-22-20	02/15/2013	02/15/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS	X	X	07599-48-62	01/31/2013	01/31/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
C	X UMBRELLA LIAB EXCESS LIAB DED RETENTION $ X OCCUR CLAIMS-MADE	X	X	60441-63-39	01/25/2013	01/25/2014	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	0001220174	02/15/2013	02/15/2014	WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
E	PROFESSIONAL LIABILITY		X	001285700	02/15/2013	02/15/2014	CLAIMS MADE AGGREGATE	1,000,000 1,000,000

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

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
2812 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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AI-38564 **Purchasing Department 20. B. 2.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Comm. Joe Flores, Pct. #3 **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 1 (an increase in the amount of ($54,770.90), for current contract with L&G Consulting Engineering, Inc. for the "Mile 2 Rd project from Inspiration Rd West to SH 364 (La Homa Rd)" for Precinct No. 3. C-11-195-08-16

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Precinct #3 staff (Ms. N. Ceballos) informs Purchasing that they are working on fiscal/budgetary aspect of agenda item.

Re: AI- 38571 scheduled for CC 5/7/2013, pending CC approval.

Transfer is for the amount of $54,770.90 to Account# 3-1315-431-00-123-094-0-731.

Attachments

Supplemental No. 1 to WA 1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/03/2013 01:40 PM
Budget & Management	Obdett Calzada	05/03/2013 02:28 PM
Obdett Calzada	Obdett Calzada	05/03/2013 04:17 PM
Auditor's Office	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Rocio Villarreal Started On: 05/01/2013 04:20 PM

Final Approval Date: 05/03/2013

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.1
TO WORK AUTHORIZATION NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-11-195-08-16

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between the **HIDALGO COUNTY**, hereinafter called the **"Owner"**, and **L&G Consulting Engineers Inc,** professional engineers of Mercedes, Texas, hereinafter called the **"Engineer".**

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Main Contract Agreement on the 16TH day of August, 2011 concerning professional engineering services for "Mile 2 Road project from Inspiration Road West to SH 364 (La Homa Road) for Hidalgo County Precinct No. 3 hereinafter referred to as the "Project"; and, executed Work Authorization No. 1 under said agreement on the 16th day of August, 2011; and,

WHEREAS, Work Authorization No. 1, Section Part 1 of the Agreement, Scope of Work, establishes the scope of work is for the Engineer to Provide Engineering Services required for the preparation of Right – of – Way Mapping, Surveying, Right – of – Way Acquisition Services and Roadway Design for the Mile 2 North project from Moorefield Road West to SH 364 (La Homa Road); and,

WHEREAS, it has become necessary to amend EXHIBIT "B" of Work Authorization No. 1, in order to provide Right-of-Way Mapping and Right-of-Way Acquisition Services for the additional parcel increase of the previously approved 9 parcels to 11 parcels; and,

WHEREAS, it has become necessary to amend EXHIBIT "D-1" of Work Authorization No. 1, Section Part 1 of the Agreement to reflect the cost for Right-of-Way Mapping and Right-of-Way Acquisition services for the additional parcel increase of the previously approved 9 parcels to 11 parcels; and,

NOW, THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement is** amended as follows:

1. Section of the **Agreement,** EXHIBIT "B" – SERVICES TO BE PROVIDED BY THE ENGINEER and EXHIBIT "D-1"– FEE SCHEDULE (includes D-2, D-3 and D-4), is revised to reflect the above listed modifications of this Supplemental. The original amount of Work Authorization No. 1 will increase; therefore, the amount of Supplemental No. 1 as detailed on EXHIBIT "D-1" – FEE SCHEDULE is **$54,770.90** increasing the original Work Authorization No. 1 amount from **$490,606.33 to $545,377.23.**

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement No. 1 to be effective as of the ___day of _____, 2013.

ENGINEER:
L&G CONSULTING ENGINEERS, INC.

BY: _____
Jacinto Garza P.E., President

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF EXHIBITS:

Exhibit A – Services to be provided by County (OMITTED)
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule (OMITTED)
Exhibit D-1 – Fee Schedule (REVISED)
Exhibit D-2 – Project Fee Schedule Man Hour Breakdown
Exhibit D-3 – ROW Acquisition Fee Schedule
Exhibit D-4 – Quintanilla, Headley & Associates, Fee Schedule

GENERAL INSTRUCTIONS

Supplemental No.1 to Work Authorization No. 1

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

CITY shall mean City of Mission.

NOTE:
CHANGES TO ORIGINAL SCOPE FO WORK IDENTIFIED IN RED.

PROJECT DESCRIPTION

The services designated herein as "Services provided by the Engineer" shall include the estimated general performance of all engineering services for the following described facility:

County/City: Hidalgo County /Mission, Texas

Control: _____

Project/Description: PS&E Design, Right-of-Way Mapping, and Acquisition Services for Mile 2 North

Length: Variable

Highway: Mile 2 North

Limits: from Moorefield Road West to La Homa Road (SH 364) (0.60 Mile)

Existing Facility

Project Classification

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

RIGHT-OF-WAY DATA
(Function Code 130)

(Total Estimated Parcels increased from 9 Parcels to 11 Parcels)

Services Provided By:
Surveyor County

NOTE: No work involving right-of-way (ROW) data is to be performed until the City has given the engineer written approval of the final location of the proposed ROW lines.

YES NO 1. Ownership Data in a .dgn file
   a. The entire project limits.
   b. Compensable utility ownership who have property rights on ROW shall be researched and provided.
   c. For each drainage outfall property
   d. For each irrigation structure pipe.

YES NO 2. Parcel plats & Right-of-Way Map
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.

YES NO 3. Utilities (Compensable)
   a. Property ownership with recording information shall be shown on ROW Map and Parcel Sketches with distance ties to property corners in an effort to locate utility.

YES NO 4. Field Notes
   a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map
   b. Computation Sheets for Survey Closure and Area for Each Parcel.
   c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.

YES NO 5. Survey and Stake Right-of-Way

YES NO 6. Records as Required by the City and State
   a. Records used to establish ownership

YES NO 7. General Guidelines for Preparation of Right-of-Way Maps (Sample ROW Maps and Parcel Sketches and field notes attached)

General Specifications

a. All data submitted by the surveyor will be legible, organized and well documented.

b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.

c. Permission to enter private property shall be the sole responsibility of the surveyor.

d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.

e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map

checklist must be complete, accurate and also considered to be essential and is a part of this contract.

Project specific scope of services

FC 130 – Right of Way Data – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – Field Surveying for Parcel Mapping – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

RIGHT-OF-WAY DATA

Right-of-Way Documents - The **Surveyor** will utilize State examples and provide the following:

General

a. Abstracting: The **Surveyor** will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the **State** is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the **State's** Right-of-Way Book I and Book II, the **State's** local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The **Surveyor** will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The **Surveyor** will provide to the State a copy of Instruments of Record.
g. The **Surveyor** will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The **Surveyor** will attach documents or text files compatible with the latest version of Word software.

Parcel Plats

a. A parcel plat will be prepared for each parcel of land to be acquired. The **State** has developed standard formats for parcel plats, copies of which the **Surveyor** will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
    a. Month(s) and year abstracting was performed upon which the map is based.
    b. Month(s) and year field surveys were conducted upon which the map is based.
    c. Month and year map was completed by the **Surveyor.**
l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
n. The acreage of the part taken should be shown to three decimal places, rounded.

Field Note Descriptions - A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   a. **State**, county, and city within which the proposed parcel of land to be acquired is located.
   b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   c. A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   a. A point of commencing (outside property corner).
   b. A point of beginning on proposed R.O.W. line.
   c. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   d. A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   e. All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   f. Note referencing parcel plat.

PHARR DISTRICT
ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept project without this checklist.)

MAP

General

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled

___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

* *DO NOT SEAL MAP*

FIELD NOTES

Heading

___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH
___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET
___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

(ORIGINAL SCOPE NOT AFFECTED BY THIS SUPPLEMENTAL)

Services Provided By:
Engineer County

1. Field Surveying

YES NO a. Primary Project Control - 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the district engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

This project shall be tied to the same H&V on La Homa and Mile 2. The Engineer shall provide the control points to tie into.

YES NO b. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans.
- No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
- The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
- The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
- The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.

(1) Project control base lines

NO (2) Photogrammetric ground control
NO (a) Establish horizontal control
NO (b) Establish vertical control points
NO (c) Place and maintain control point targets

YES NO c. Other Field Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x,y,z for each Benchmak. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide A H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D 3D) for the limits of the project.
(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

YES NO (10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – the surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

YES NO (11) Additional Field Surveying as shown below:

(A) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.

(B) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.

Driveways and Turnouts

(a) Inventory commercial entrances, public roads and side streets separately.
(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.
(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. Obtain width at R.O.W. line.
(e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.

YES NO (13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)

NO NO (14) Soil core hole staking -

YES NO (15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.

YES NO (16) Profiles of existing drainage facilities

NO NO (17) Measurement of hydraulic opening under existing bridges

YES NO (18) Obtain elevations of manholes and valves of utilities

YES NO (19) Provide temporary signs, traffic control, flags, safety equipment, etc.

YES NO (20) Ties to existing bridges or culverts that may conflict with new construction.

N/A N/A (21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.

YES N/A (22) Inventory signs, mailboxes, and driveways

YES N/A (23) Survey controlled data sheets per TxDOT guidelines.

Services Provided By: Engineer	County	
N/A	N/A	2. Photogrammetric Products a. Uncontrolled Photography (1) Contact Prints (2) Mosaics (3) Digital ortho plots b. Mapping (1) Planimetric Maps (2) Contour Maps (3) Cross Sections (4) Profiles (5) Digital Terrain Models (DTM)

ROADWAY DESIGN CONTROLS
(Function Code 160)

(ORIGINAL SCOPE NOT AFFECTED BY THIS SUPPLEMENTAL)

Services Provided By: Engineer	County	
		1. Geometric Design
NO	NO	a. Horizontal and Vertical Alignment
NO	NO	b. Schematic Layout (Completed)

(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.

(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.

(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.

(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.

(5) The tentative ROW limits.

(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.

(b) Provide a graphics file containing the approved schematic.

(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.

(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).

(8) The control of access lines if Interstate or designated under House Bill 179.

(9) Direction of traffic flow on all roadways.

(10) Location and width of median openings for highway without access control.

(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.

Services Provided By: Engineer	County	
NO	NO	2. General Guidelines for Project Development (Completed)

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable.

The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**

b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.

c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.

d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.

f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.

g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.

h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

N/A	NO	3. Exhibit for Airway/Highway Clearance Permits

Services Provided By: Engineer	County	
		4. Grading Design
YES	NO	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate.
YES	NO	b. Typical Sections
YES	NO	c. Design Cross Sections
YES	NO	d. Determine Cut and Fill Quantities
N/A	NO	e. Slope Stability Analysis
N/A	N/A	f. Embankment Foundation Stability Analysis
N/A	N/A	g. Embankment Settlement Analysis
		5. Pavement Design
YES	NO	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
YES	NO	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
YES	NO	(1) Soil Core Holes (Show cost estimate with Function Code 110)
NO	NO	(a) Along center line
		(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)
YES	NO	(2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	NO	d. Traffic Data for Pavement Design by **STATE**
YES	NO	e. Basic Design Criteria
YES	NO	f. Life Cycle Cost Analysis (es)
YES	NO	g. Cost Data
YES	NO	h. Pavement Material Properties

Services Provided By: Engineer	County	
		5. Pavement Design (Continued)
YES	NO	i. Rehabilitation Investigations
YES	NO	(1) Core Hole Survey (Show cost estimate with Function Code 110) (a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

DRAINAGE
(Function Code 161)

(ORIGINAL SCOPE NOT AFFECTED BY THIS SUPPLEMENTAL)

Services Provided By: Engineer	County	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the **COUNTY**.
		1. Hydrologic Studies, Discharges
NO	NO	a. Drainage area maps showing existing conditions and proposed improvements.
YES	NO	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
N/A	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
YES	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
NO	NO	(4) Bridge waterways
NO	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
YES	NO	(8) Storm Water Management facilities
YES	N/A	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
NO	N/A	c. Federal Emergency Management Agency (FEMA) floodway requirements
YES	N/A	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted

Services Provided By: Engineer	County		
		3.	Layout, Structural Design and Detailing of Drainage Features
		a.	Culverts
YES	NO		(1) New culverts
YES	NO		(2) Culvert widening and/or lengthening
YES	NO		(3) Culvert replacements
		b.	Storm sewers
YES	NO		(1) New storm sewers
YES	NO		(2) Modify existing storm sewers
YES	NO		(3) Inlets
YES	NO		(4) Manholes
YES	NO		(5) Trunk lines
		c.	Pump stations
NO	NO		(1)
NO	NO	d.	Subsurface drainage at retaining walls
YES	N/A	e.	Outfall channel(s) within the ROW
YES	NO	f.	Outfall channel(s) outside the ROW
NO	NO	g.	Detention Pond(s) within the ROW
NO	NO	h.	Detention Pond(s) outside the ROW
YES	NO	i.	Summary of Quantities
NO	NO	j.	Storm Water Management facilities
YES	NO	4.	Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5.	Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170).

SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

(ORIGINAL SCOPE NOT AFFECTED BY THIS SUPPLEMENTAL)

Services Provided By:
Engineer County

YES NO 1. Signing and Markings Layout

a. Requirements (Separate Layout)
   (1) Roadway layout
   (2) Center line with station numbering
   (3) ROW lines
   (4) Culverts and other structures that present a hazard to traffic
   (5) Location of utilities, if not shown on plan and profile
   (6) Existing signs to remain, to be removed, to be relocated
   (7) Proposed signs (illustrated and numbered)
   (8) Existing overhead sign bridges to remain, to be revised, removed or relocated
   (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
   (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
   (11) Quantities of existing pavement markings to be removed
   (12) Proposed delineators and object markers

b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
   (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
   (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
   (4) The projected traffic volumes as provided by the **STATE** (20 year traffic projection, unless otherwise determined by the District Engineer)
   (5) Tentative ROW limits
   (6) Direction of traffic flow on all roadways
   (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

YES NO 2. Summary of Small Signs Tabulation

NO NO 3. Summary of Large Signs Tabulation including all Guide Signs

YES NO 4. Sign Detail Sheets
   a. All signs except route markers
   b. Design details for large guide signs
   c. Dimensions of letters, shields, borders, corner radii etc.
   d. Designation of shields attached to guide signs
   e. Designation of arrow used on exit direction signs

Services Provided By: Engineer	County	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
YES	NO	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
YES	NO	(2) Photographs as appropriate
YES	NO	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
YES	NO	(a) Existing
YES	NO	(b) Estimated
YES	NO	(c) Projected
YES	NO	(d) Pedestrian
YES	NO	(5) Traffic Survey - Count Analysis
YES	NO	(6) Recommendation based on above data
YES	NO	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)

Services Provided By: Engineer	County	
		5. Traffic Signals (Continued)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
YES	NO	(a) Confirm power source
YES	NO	(b) Discuss route of aerial or underground interconnect cable (when applicable)
YES	NO	(c) Adjustment of overhead utility lines
YES	NO	(2) Prepare governing specifications and special provisions list
YES	NO	(3) Prepare project estimate
YES	NO	d. Summary of Quantities

MISCELLANEOUS (ROADWAY)
(Function Code 163)

(ORIGINAL SCOPE NOT AFFECTED BY THIS SUPPLEMENTAL)

Services Provided By: Engineer	County		
		1.	Retaining Walls
		a.	Structural Details
NO	NO		(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
NO	NO		(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
NO	NO		(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b.	Alternate Patented Retaining Walls at _all_ locations. (Layouts Only)**
NO	NO		(1) Mechanically Stabilized Earth
NO	NO		(2) Concrete Block Wall Systems
NO	NO		(3)
NO	NO	c.	Retaining Wall Layout (PLAN)
			(1) Designation of reference line
			(2) Beginning and ending retaining wall stations
			(3) Station of each retaining wall joint***
			(4) Offset from reference line
			(5) Horizontal curve data
			(6) Number of retaining wall panels and lengths***
			(7) Total length of wall
			(8) Indicate face of wall
			(9) All wall dimensions and alignment relations (alignment data as necessary)
			(10) Soil core hole locations
NO	NO	d.	Retaining Wall Layout (ELEVATION)
			(1) Top of wall elevations at each joint*** or intervals****
			(2) Existing and finished ground line elevations
			(3) Height of stem at each joint***
			(4) Wall panel designations***
			(5) Top of footing elevations***
			(6) Limits of measurement for payment****
			(7) Type, limits and anchorage details of railing (If applicable)
			(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
NO	NO	e.	Foundation Studies (Show cost estimate with Function Code 110)
NO	NO		The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
NO	NO	f.	Stability Analysis (the Engineer shall estimate this task as part of his bid to complete the work).
NO	NO	g.	Estimate
NO	NO	h.	Summary of Quantities
NO	NO	i.	Typical X-section.

Services Provided By:
Engineer County

1. Retaining Walls (continued)

NO

j. General Guidelines for Retaining Walls
   (1) The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
   (2) The ground water level should be observed at the water strike.
   (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

YES NO 2. Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

a. The sequence of construction and method of handling traffic during each phase.
b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
c. The proposed traffic control devices (stop signs, signals, flagperson, etc.) at grade intersections during each construction sequence.
d. Where detours are provided, typical cross sections shall be shown.
e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

Services Provided By: Engineer	County	
		3. Illumination
NO	N/A	a. Preliminary Roadway Illumination Layout and Circuit Layout
		(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
		(a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
		(b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
		(c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
		(d The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
		(e) Tentative ROW limits
		(f) Direction of traffic flow on all roadways
		(g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
NO	NO	b. Final Roadway Illumination and Electrical Circuit Layouts
		(1) Roadway layout showing pavement edges and shoulders, curbs, retaining walls, etc.
		(2) Center line with station numbering.
		(3) ROW lines.
		(4) Symbol legend. Use department standard symbols for lighting and electrical.
		(5) Culverts and other structures that present a hazard to traffic.
		(6) Location of underground utilities, if not shown on plan profile.
		(7) Location of overhead electrical lines, both crossing and parallel to ROW.
		(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
		(9) Existing service poles, electrical circuits, ground boxes, etc.
		(10) Contact electric utility for service pole locations, voltage characteristics.
		(11) Location of proposed sign lighting circuits and roadway illumination.
		(12) Proposed electrical circuits.
		(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.
NO		c. General Guidelines for Illumination (If applicable)
		The **Engineer** shall submit to the **COUNTY**, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the **STATE**. Two copies of the layout sheets are to be submitted. One copy will be returned to the **Engineer** showing corrections that are to be made by the **Engineer**. When final plan submission is made, the **Engineer** shall provide a written statement regarding completion of the corrections.

Services Provided By: Engineer	County		
		4.	Miscellaneous Drafting/Standards
YES	NO		a. Erosion Control
NO	NO		b. Landscape Development
YES	NO	5.	Compute and Tabulate Quantities
NO	NO	6.	Special Utility Details (Irrigation lines)
		7.	Miscellaneous Structures
			a. Type of Structure*
			(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
NO	NO		(a) New O.S.B. structure(s)
NO	NO		(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
NO	NO		(2) High Mast Illumination Poles (HMIP)
YES	NO		(3) Traffic Signal Supports
NO	NO		(4) Conventional Illumination Poles
NO	NO		(5) Sound Barrier Walls
YES	NO		b. Checklist for Layouts
			(1) Reference appropriate O.S.B. standard
			(2) Drilled shaft size and length
			(3) Soil strength used for design {indicate basis and boring(s) used}
			(4) Design height
			(5) Tower heights
			(6) Leg spacings
			(7) Design wind speed
NO	NO		c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8.	Agreements
NO	NO		a. Utility Agreements
NO	NO		b. Exhibits for Utility Agreements
N/A	NO		c. Railroad Agreements
			d. Railroad Exhibits
N/A	N/A		(1) Railroad Underpasses
N/A	N/A		(2) Railroad Overpasses
N/A	N/A		(3) Railroad Grade Crossing (Replanking)
N/A	N/A		(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A		(5) Other Miscellaneous Sketches for Railroads
NO	NO		e. Traffic Signal Agreements
NO	NO		f. Exhibits for Traffic Signal Agreements
YES	NO	9.	Estimate
YES	NO	10.	Specifications and General Notes

BRIDGE DESIGN
(Function Code 170)

(ORIGINAL SCOPE NOT AFFECTED BY THIS SUPPLEMENTAL)

Services Provided By: Engineer	County		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
NO	NO	(1) Underpass(es)	_____
NO	NO	(2) Overpass(es)	_____
N/A	N/A	(3) Main Lanes	_____
N/A	NA	(4) Direct Connector(s)	_____
N/A	N/A	(5) Ramp Bridge(s)	_____
NO	N/A	(6) Waterway Structure(s)**	_____
N/A	N/A	(7) Pedestrian Structure(s)	_____
N/A	N/A	(8) Utility Structure(s)	_____
N/A	N/A	(9) Railroad Underpass(es)	_____
N/A	N/A	(10) Railroad Overpass(es)	_____
N/A	N/A	11) Bridge Classification Culvert(s)**	
N/A	N/A	(11) Alternate Structural Designs	_____
N/A	N/A	(12) Alternate Foundation Design	
		Total New Structures =	_____
		b. Existing Structure(s)	_____
NO	NO	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	_____
NO	NO	(2) Bridge Replacement	_____
NO	NO	(3) Raising Bridge Elevation	_____
NO	NO	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____
N/A	N/A	(5) Railroad Overpass(es)	_____
N/A	N/A	(6) Railroad Underpass(es)	_____
N/A	N/A	(7)	_____
		Total Existing Structures =	0

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the **engineer** should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By: Engineer	County	
NO	NO	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and superelevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

Services Provided By: Engineer	County	

2. Preparation of Bridge Layouts (each bridge) (Continued)

b. Bridge Layouts (ELEVATION)
   (1) Type of foundation.
   (2) Finished grade elevations at beginning and end of bridge.
   (3) Overall length of structure.
   (4) Length, type of spans and units.
   (5) Type of railing.
   (6) Minimum calculated vertical clearance(s).
   (7) Existing and proposed ground lines clearly marked.
   (8) Grid elevations and stations.
   (9) Bent numbers encircled.
   (10) Stationing of bridge compatible with grid stations.
   (11) Standard title.
   (12) Profile grade data.
   (13) Type of riprap.
   (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
   (15) Fixed/expansion condition of all bents.
   (16) Column "H" heights.
   (17) Number, size and length of foundations.

c. Additional layout requirements for waterway structures and bridge classification culverts.
   (1) Design and 100-year peak discharges.
   (2) Design and 100-year high water (HW). (Recorded HW and date if available.)
   (3) Natural and through-bridge velocities for design and 100-year floods.
   (4) Calculated backwater for design and 100-year floods.
   (5) Direction of flow for waterway crossings.
   (6) Contours for water crossing.

NO	NO	3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
NO	NO	4. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
NO	NO	5. Bridge Total Quantities and Cost Estimates (each bridge)
NO	NO	6. Bridge Special Provisions and Specifications (each bridge)
NO	NO	7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.

Services Provided By:
Engineer County

NO 8. General Guidelines for Bridge Design

a. The **engineer** shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

- TxDOT Design Division, when applicable:
  - Railroad Companies
  - FHWA
  - U.S. Army Corps of Engineers
  - U.S. Coast Guard
  - Bureau of Reclamation
  - Texas Parks and Wildlife
  - Others

Therefore, the bridge layout should be submitted at the earliest possible date and the **engineer's** design schedule should reflect this.

b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
Engineer County

8. General Guidelines for Bridge Design (Continued)

   d. The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The **engineer** shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
   e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
   f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
   g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the **engineer** upon request. These standards shall not be redrawn by the **engineer** nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the **engineer** shall not be identified as standards.
   h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
   i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
   j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

FC 600 – ACQUISITION PROVIDER SERVICES

REVISED - (ESTIMATED 9 PARCELS REVISED TO 11 PARCELS, 4 COMPENSABLE UTILITY EASEMENTS & 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services Provided By:
ENGINEER COUNTY

1) PROJECT ADMINISTRATION

YES NO a) Negotiation of Scope of Services for Work Authorization
- i) Acquisition Provider will visit project site with COUNTY personnel if necessary.

YES NO b) Project Presence at L&G Consultant Office Headquarters
- i) Full Project Office
  - (1) No Joint Use of COUNTY or TxDOT facilities
  - (2) Open during normal COUNTY 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.

YES NO c) Overhead Costs
- i) Administrative costs

YES NO d) Communication
- i) Provide monthly progress reports with invoice.
- ii) Participate in project review meetings as determined by the COUNTY.
- iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.

YES NO e) File Management
- i) Project and parcel files will be kept in the COUNTY'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 COUNTY 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 COUNTY at provider conference.
- v) Maintain copies of all correspondence and contacts with property owners.

2) TITLE SERVICES

YES NO a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.

YES NO b) Secure title commitments updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.

Services Provided By: ENGINEER	COUNTY	
YES	NO	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.
		3) APPRAISAL
YES	NO	a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
YES	NO	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.
YES	NO	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.
YES	NO	d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
YES	NO	e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
YES	NO	f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
YES	NO	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by the COUNTY OF HIDALGO.
YES	NO	h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or the COUNTY.
YES	NO	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
YES	NO	j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		4) APPRAISAL REVIEW
YES	NO	a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
YES	NO	b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.

Services Provided By:
ENGINEER COUNTY

YES NO c) Prepare and submit to COUNTY the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

YES NO d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

5) APPRAISAL UPDATES

YES NO a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

YES NO b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by the COUNTY OF HIDALGO.

YES NO c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the COUNTY.

YES NO d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

YES NO e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) NEGOTIATION, TASKS AND FEES

YES NO a) Analyze appraisal and appraisal review reports and confirm the COUNTY's approved value prior to making offer for each parcel.

YES NO b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

YES NO c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.

YES NO d) 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.

YES NO e) 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.

Services Provided By: ENGINEER	COUNTY	
YES	NO	f) Respond to property owner inquiries verbally and in writing within two business days.
YES	NO	g) Prepare a separate negotiator contact report for each parcel per contact.
YES	NO	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
YES	NO	i) Advise property owner on the Administrative Settlement process. Transmit to COUNTY any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.
YES	NO	j) Prepare final offer letter, documents of conveyance as necessary.
YES	NO	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
YES	NO	l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
YES	NO	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
YES	NO	n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on sheet 12-1 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
		7) CLOSING SERVICE FEES
YES	NO	a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
YES	NO	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
YES	NO	c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to COUNTY for acceptance by the County Council or COUNTY Commissioners.
		8) RELOCATION ASSISTANCE SERVICES
N/A	N/A	a) The amount of relocations or displacements is identified on Page 12-1; however, if there should be at a later date, L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)
N/A	N/A	b) L&G will provide advisory services to business displacements and relocate them effectively.
N/A	N/A	c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.
		9) CONDEMNATION SUPPORT (IF REQUIRED)
YES	NO	a) Pre-Hearing Support i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.

Services Provided By:
ENGINEER COUNTY

YES NO **9) CONDEMNATION SUPPORT (IF REQUIRED)** ***continued....***

ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable
iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.
iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.
v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.
vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.
viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.
xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.
xiv) After the hearing is set, the COUNTY 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.
xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

YES NO b) Post Hearing Support (by COUNTY Attorney) (IF REQUIRED)
i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.

Services Provided By:
ENGINEER COUNTY

YES NO **9) CONDEMNATION SUPPORT (IF REQUIRED)** ***continued....***

ii) 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.
iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
iv) 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 COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.
v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
vi) File COUNTY 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 of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

YES NO a) Preliminary Design Consultations
i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

YES NO b) Field Observations and Verifications
i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

YES NO c) Exchange of Information with Utility Providers
i) Provide project schedule.
ii) Request schedules for utility adjustments.
iii) Identify who is responsible for utility process.

YES NO d) Confirmation of Property Interests
i) Request Documents.
ii) Coordination of data on maps and citation of property interest documents.
iii) Confirm utilities are within easements.

Services Provided By: ENGINEER	COUNTY	
		10) COMPENSABLE UTILITIES *continued....*
YES	YES	e) Coordination of Agreements i) Identify utilities that are compensable. ii) Determine parties and agreements necessary to complete compensable process. iii) Coordinate execution and processing of Standard Utility Agreements.
YES	NO	f) Utility Meetings throughout project development i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases. ii) Attend and participate in meetings by other parties.
		11) PAYMENT SCHEDULE
YES	YES	a) Project Administration i) Payment and Milestones (a) Full Project Office (1) Lump Sum Basis (assume 1 year project presence) (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services. (3) Remainder paid out in equal monthly installments of 15% starting the following month. (4) Monthly billing to COUNTY OF HIDALGO will be required. b) Title Services ii) Payment (a) Per Parcel basis. iii) Milestones (a) 100% upon securing initial title commitment. c) Appraisal Services i) Payment (a) Per Parcel Basis ii) Milestones (a) 100% paid upon delivery of complete and acceptable appraisal report d) Appraisal Review i) Payment (a) Per Parcel Basis ii) Milestones (a) 100% upon submission of ROW-A-10 e) Appraisal Update i) Payment (a) Per Parcel Basis ii) Milestones (a) 100% upon delivery of complete and acceptable appraisal update. f) Negotiation, Task, and Fees i) Payment (a) Per Parcel Basis ii) Milestones (a) 60% upon presentation of initial offer. (b) 40% upon successful negotiation and all instruments are recorded. g) Closing Service Fees i) Payment (a) Per Parcel Basis ii) Milestones

(a) 90% upon recordation of instrument of conveyance.
(b) 10% upon issuance of title policy or alternative method acceptable by TxDOT.

h) Relocation Assistance
  i) Payment
    (a) Per Relocation
  ii) Milestones
    (a) 100% upon issuance of 90-day vacancy letter.

i) Compensable Utilities
  i) Payment
    (a) By percent complete

ADDITIONAL RESPONSIBILITIES

Easements, Letters of Permission, Etc.

The **ENGINEER** shall be responsible for delineating easements. The **ENGINEER** will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The **ENGINEER** shall furnish the **COUNTY** prints of a project layout which will be distributed by **ENGINEER** to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the **ENGINEER** shall distribute to the various utility companies and request return. Upon return of these prints, the **ENGINEER** will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The **ENGINEER** is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the **COUNTY**. The **ENGINEER** shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Whenever possible, use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and, to the extent possible, incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The **Engineer** shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the **COUNTY's** Director. Any replacements to the **Engineer's** designated Project Manager/Engineer must be approved by the **COUNTY**.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADDSEALed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The **engineer** is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **COUNTY** and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The **Engineer** shall promptly make necessary revisions or corrections resulting from the **Engineer's** errors, omissions or negligent acts without additional compensation. Acceptance of the work by the **COUNTY** will not relieve the **Engineer** of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the **COUNTY** shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the Company.

If required, the **engineer** shall provide to the **COUNTY**, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the **COUNTY's** computer system.

CD Tape Required (YES or NO): **YES**

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The **engineer** will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
ROW Acqusition Services	Mission Office

The work effort will be managed out of the Mission (City) office located at 900 South Stewart Rd. (Address), Mission (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the COUNTY.

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

24. Retaining Wall Layouts/Profiles**
25. Retaining Wall Details**
26. Retaining Wall Standard Details**
27. Guard Fence/Standards and Signal Pole Standards
28. Signal/Electrical Details/Standards and Signal Pole Standards
29. Signing/Markers/Striping Details/Standards
30. Barricade/Construction/Beacon Standards
31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The **ENGINEER** shall be responsible for completing the title sheet as required and formatted by the **STATE** and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the **ENGINEER**.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the **STATE** and consequential redesign and adjustments.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
Use standard sheets.

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the **ENGINEER** for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the **ENGINEER**.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout: (1) Drilled shaft size and length (2) Soil strength used for design {indicate basis and boring(s) used} (3) Design height (4) Tower height (5) Leg spacings and (6) Design wind speed. The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the **ENGINEER**.

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: Engineer	County	
YES	N/A	Title Sheet
YES	N/A	Project Layout
YES	N/A	Sequence of Work
YES	N/A	Detour Layouts & Profiles
YES	N/A	Construction Pavement Markings
YES	N/A	Signing & Barricades
YES	N/A	Construction Sign & Beacons
YES	N/A	Typical Sections
YES	N/A	Shaping & Finishing Sections
YES	N/A	Slopes Adjacent to Shoulders
YES	N/A	Estimate & Quantities
YES	N/A	General Notes & Specification Data
YES	N/A	Grading Summary
YES	N/A	Miscellaneous Summaries (See following "SUMMARIES" heading)
YES	N/A	Horizontal Curve Data & Alignment Layouts
YES	N/A	Drainage Summaries
YES	N/A	Structure Summaries
YES	N/A	Erosion Control Summary & Details
YES	N/A	Plan/Profile Sheets
YES	N/A	Erosion Control Summary & Details
YES	N/A	Pavement Contours
YES	N/A	Superelevation Transition (If Required)
YES	N/A	Grading Contours
YES	N/A	Guard Fence Layouts
YES	N/A	Storm Water Pollution Prevention Plans (SW3P)
YES	N/A	Drainage Area Maps
YES	N/A	Hydraulic Data
YES	N/A	Drainage Sheets
YES	N/A	Bridge Hydrology Sheets
YES	N/A	Inlet & Manhole Details
YES	N/A	Utility Support Details
YES	N/A	Culvert Cross Sections & Details
YES	N/A	Special Culvert Designs
YES	N/A	Special Drainage Details
YES	N/A	Chain Link Fence Locations
YES	NO	Ramp Details Sheet
YES	N/A	Removal Item Sheet - Including detours (Shown in detour summary, No payment for removal; subsidiary to construction detours)
YES	NO	Pavement Details
N/A	N/A	Pavement Standard Modification for Concrete Shoulder
N/A	N/A	Concrete Pavement Continuously Reinforced (CPCR)

APPENDIX C - GENERAL PLAN CHECKLIST (Continued)

Services Provided By: Engineer	County	
N/A	N/A	Concrete Pavement Contraction Design (CPCD)
N/A	N/A	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
YES	N/A	Bridge Approach Slab Details
YES	N/A	Vehicle Attenuator Details
YES	N/A	Miscellaneous Details
YES	N/A	Wheelchair Ramps
YES	N/A	Pavement Marking Details
YES	N/A	Modified Standards
YES	N/A	List of Standards
YES	N/A	Permanent Signing Plans & Quantities
YES	N/A	Permanent Lighting Plans, Quantities & Standards
YES	N/A	Bridge Layout(s)
YES	NO	Bridge Details
YES	N/A	Retaining Wall Layout(s)
YES	N/A	Retaining Wall Details
N/A	N/A	Pumphouse Details
YES	N/A	Underdrain Details (Retaining Walls)
YES	N/A	Culvert Standards
N/A	N/A	Soil Profile
YES	N/A	Temporary Traffic Signals
YES	N/A	Design Cross Sections
YES	NO	Estimate
YES	N/A	List of Standard Specification, Special Provisions & Special Specifications
YES	N/A	Detour Special Provisions (If Required)
YES	N/A	Construction Time Estimate
NO	N/A	Critical Path Method (CPM)
YES	NO	Unit Price Documentation

APPENDIX C - GENERAL PLAN CHECKLIST (Continued)

Services Provided By: Engineer	County	
Miscellaneous		
YES	N/A	Conduit Requirements
YES	N/A	Traffic signal Requirements

Summaries **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**

___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
NO	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries
___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
___	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
___	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

EXHIBIT "D-1"
FEE SCHEDULE (REVISED)

	TOTAL PROJECT ESTIMATE AND ENGINEERING FEE FOR MILE 2 (PROJECT 2B) COUNTY ROADWAY			
ROADWAY PROJECT:	MILE 2 (PROJECT 2B)			
LIMITS:	MOOREFIELD ROAD TO LA HOMA ROAD (SH 3			
EXISTING ROADWAY SECTION:	2-LANE RURAL			
EXISTING ROW WIDTH:	VARIES 40-FT TO 70-FT			
PROPOSED ROADWAY SECTION:	4-LANE URBAN ROADWAY			
PROPOSED ROW WIDTH:	70-FT			
AVAILABLE FUNDING AT MPO...(From MPO TIP Program - CAT 7 FUNDING)	$1,246,000.00			
ESTIMATED CONSTRUCTION COST...($2.1 Mil/Mile)	$1,050,000.00			
LENGTH: (MILES)	0.54			
	WORK AUTHORIZATION NO. 1		*Supplemental No. 1 to Work Authorization No. 1*	
ESTIMATED PROJECT COSTS	*STATE/FED*	*LOCAL*	*STATE/FED*	*LOCAL*
ROADWAY CONSTRUCTION COST (80/20 minus EDC) Assume (95/5)	$997,500.00	$52,500.00		
PHASE I - PLANNING -				
Schematic		PAID		
Preliminary Office ROW Mapping		PAID		
Hydrologic Map for identification of Proposed Outfalls		PAID		
Preliminary utility Research for Schematic Identification and cost		PAID		
Public Involvement and Environmental Document		PAID		
PHASE II - DESIGN, RIGHT OF WAY COSTS AND CONST. INSPECTION WORK AUTH. NO. 9				
Compensible Utilities (Estimated) (Eligible for 80/20)	$ 103,320.00	$ 25,830.00		
Eng work Associated with Coordinating Adjustment of Compensable Utilities for the additional 2 Parcels		$ 45,878.33		$ 19,097.90
Hydrologic Map for the merging of Drainage Basin from Mile 2 to La Homa		$ 30,000.00		
ROW Mapping, Parcels & Field notes (Est. 9 Parcels Rev to 11 Parcels)		$ 56,500.00		$ 8,095.00
Roadway Right-of-Way Costs (Land, Relocations ..)(Eligible for 80/20)	$ -	$ 93,000.00		
Outfall Roadway Right-of-Way Costs (land)(Eligible for 80/20)	$ -	$ -		
Roadway ROW Costs - Acq. Srvcs (Est. 9 Parcels Revised to 11 Parcels)		$ 130,500.00		$ 27,578.00
PS&E Development (7% of construction cost)		$ 73,500.00		
Design Surveys		$ 21,600.00		
Design of Irrigation Structures and Outfalls		$ 15,000.00		
Surveys for Outfalls		$ 15,000.00		
Signing		$ 11,329.30		
Pav't Markings		$ 6,323.80		
Signal Design		$ 12,974.90		
TxDOT Construction Inspection (11%) (80/20 minus EDC) Assume 95/5	$ 109,725.00	$ 5,775.00		
L&G Construction Management		$ 72,000.00		
ESTIMATED SUB-TOTAL	**$1,210,545.00**	**$667,711.33**		**$ 54,770.90**

Work Authorization No. 1: $ 490,606.33 (ISSUED)

Supplemental No. 1 to Work Authorization No. 1: $ 54,770.90 (NOT ISSUED)

ESTIMATED TOTAL PROJECT COST: $1,933,027.23

ESTIMATED AVAILABLE FUNDS FOR PROJECT AT MPO: $1,246,000.00

ESTIMATED LOCAL PARTICIPATION ABOVE THE ISSUED WORK AUTHORIZATION: $177,105.00

Items not included in Work Authorization

State/FED Eligible Estimated Cost for MPO Funding

Estimated Local Participation above the Issued Work Authorization

Total Project Estimated Cost

EXHIBIT D-2

PROJECT FEE SCHEDULE AND ESTIMATED MANHOUR BREAKDOWN

Mile 2 North
from Moorefield to La Homa Road

	MANHOURS												
	Senior Project Manager	Senior Engineer	Project Engineer	Senior Environmental Scientist /Specialist	Design Engineer	Environmental Scientist /Specialist	Engineer Tech	CADD Operator/ GIS Analyst	Admin / Clerical	Biologist	TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
CONTRACT RATE	223.81	186.51	133.66	133.66	118.12	77.71	74.60	65.28	55.95	49.73			
PHASE I - ENVIRONMENTAL, SURVEYS, PS&E													
FC 130 - Surveying & ROW Mapping													
ROW Mapping, Parcel Schetches, field notes (for addtnl 2 Parcels) (See Exh D-3)	2		4		8				3		17	$ 6,000.00	$ 2,095.00
FC 600 - Right-of-Way Acq Services													
Acquisition Services for additional 2 Parcels (See Exh D-2)												$ 27,578.00	$ -
Compensable utility coordinaion for additional 2 Parcels	6	24					160		24				$ 19,097.90
SUB-TOTAL	**8**	**24**	**4**	**0**	**8**	**0**	**160**	**0**	**27**	**0**	**17**	**$ 33,578.00**	**$ 21,192.90**

Subtotal Manhour Fee with Sub-Consultant Costs	$	54,770.90
Total Project Fee:	$	54,770.90

EXHIBIT "D-3" - ROW ACQUISITION FEE SCHEDULE

L&G ENGINEERING's ROW ACQUISITION SERVICES
PROJECT Mile 2 North Moorefield to Inspiration Road

The following is an estimated Parcel No. Cost for completing the subject project's Right-of-Way Acquisition Services as outlined in EXHIBIT B according to the EXHIBIT D "Fee Schedule" of the contract. The parcels are estimated from the approved Schematic . **The work and payment, for these services will be accomplished by L&G Engineering and approved and paid for by The County- on a percent complete basis as approved by Commissioners Court.** L&G Engineering will be completing the work on the approximate schedule provided in Attachment C of this Contract or as approved by the County. The Parcels will be acquired either by completing the entire negotiation of the parcel or by modifying the approved schematic to acquire the parcels. This is a lump sum cost proposal.

	Estimated Parcel No. (Est. 9 Parcels incr. to 11 Parcels)	***Project Admin	Condemnation Support Services	Title Services Per Parcel	Appraisal Services Per Parcel	Appraisal Review Per Parcel	Appraisal Update	Negotiation Fees Per Parcel	Closing Services Per Parcel	Relocation (Residential/Business)	Parcel Totals
	2									$0.00	$0.00
		$2,889.00	**	$600.00	$2,700.00	$800.00	*	$6,500.00	$300.00		$24,689.00
Total of Work Authorization		$5,778.00	$0.00	$1,200.00	$5,400.00	$1,600.00	$0.00	$13,000.00	$600.00		**$27,578.00**

(*) Appraisal Updates. We are estimating a 33% of the parcels to require updates and are subsidiary to charges of appraisals at $500 each.
(**) Condemnation support services based on estimating 3 parcels going to Eminent Domain Proceedings (80 hrs total/per parcel condemned at $120/hr).
(***) Project Admin Total includes overhead, offices, condemnation support services, appraisal updates, direct expenses etc
Hidalgo County will be responsible to pay for the Title Insurance Policy

L&G Engineering Direct Expenses:	**Unit**	**Rate**	**Qty**	**Total**
Auto Mileage	MI	$0.55	0	$0
Reproduction Costs	EA	$0.85	0	$0
Total Direct Expenses				**$0**

TOTAL L & G ENGINEERING PROJECT COSTS **$27,578**

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

April 10, 2013

Exhibit D-4
Fee Schedule

Mr. Jacinto Garza, P.E.
President/CEO
L&G Engineering
2100 W. Expressway 83
Mercedes, Texas 78570

Re: Mile 2 North Road from Moorefield Road to La Homa Road

Dear Mr. Garza,

I am pleased to submit this proposal to provide the professional surveying services for a supplemental agreement to the right of way parcels.

Function Code 130: Additional 2 parcels @ $3,000.00 (includes title reports): $ 6,000.00

Please review this proposal and let me know if you have any questions.

Respectfully,

Alfonso Quintanilla, P.E., R.P.L.S.
President

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com ★ www.qhaengineering.com

AI-38292 **Purchasing Department 20. C. 1.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of an "Exception" on the provision under **paragraph #2,** in connection to existing Professional Engineering Services Agreement #C-12-122-06-12 with **L&G Engineering Laboratory** for "on call" "Construction Material Testing Services" for projects in Precinct #4, as it relates to the following language: **"The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization",** and, thus, requiring the issuance of a Purchase Order prior to the commencement of any work and since (**PO# 690629** was **approved on 04/08/13)** and (**WA#2 approved on 04/16/13**) in the amount of **$ 5,647.67**, to include the payment of all invoices in connection to WA#2 and PO# identified herein.

BACKGROUND

WA#2-L&G Eng Lab-C-12-122-06-12-Pct 4

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-431-00-124-122-0-841

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

BUDGETARY IMPACT:

Attachments

WA#2-L&G Eng Lab-Pct 4(FM 1017)

CC mins -4/16/13 (Consent)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/25/2013 11:14 AM
Budget & Management	Angela Garcia	04/25/2013 01:28 PM
Olga Garza	Olga Garza	05/03/2013 01:55 PM
Auditor's Office	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Letty Saenz Started On: 04/17/2013 05:27 PM

Final Approval Date: 05/03/2013

HIDALGO COUNTY

Professional Engineering Services
Contract # C-12-122-06-12
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING LABORATORY, LLC** professional engineers of Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for FM 1017 Rd. Expansion Project In Hidalgo County Precinct No. Four (4)**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$ 5,647.67**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No. 3-1342-431-00-124-122-0-841
Requisition Number 233758 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 4 Commissioner Joseph Palacios as to content and detail of this Work Authorization No. #2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY: Joseph Palacios

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2013.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

Hon. Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: ***"FM 1017 Rd. Expansion"*** **Project In Hidalgo County Precinct No. Four (4)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the ***"FM 1017 Rd. Expansion"*** **Project In Hidalgo County Precinct No. Four (4)**

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: ***"FM 1017 Rd. Expansion"*** **Project In Hidalgo County Precinct No. Four (4)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the ***"FM 1017 Rd. Expansion"*** **Project In Hidalgo County Precinct No. Four (4)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: ***"FM 1017 Rd. Expansion"*** **Project In Hidalgo County Precinct No. Four (4)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 4** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-12-122-06-12.**

ATTACHMENT "D"
Cost Proposal

PROJECT: ***"FM 1017 Rd. Expansion"*** **Project In Hidalgo County Precinct No. Four (4)**

See Attached

Attachment "D"
FM 1017 Rd. Expansion Project (Approx. 8000 l.f.)
Prepared for Hidalgo County Pct No. 4

Salvaged Base Material Testing - Laboratory Testing					
Tech Time	3	Hrs.	$46.44	$139.32	
Trip Charge	40	Mi.	$0.51	$20.40	1
Atterberg	1	Ea.	$77.32	$77.32	Site Visits
Moisture-Density Determ	1	Ea.	$199.78	$199.78	for
Sieve Analysis	1	Ea.	$57.98	$57.98	
Reports	1	Ea.	$22.90	$22.90	Sample
Eng. Spec.	0.25	Hrs.	$116.01	$29.00	Pickup
Engineer	0.25	Hrs.	$154.76	$38.69	
			Sub.	$585.39	

Salvaged Base Material - Field Density Testing					
Tech Time	30	Hrs.	$46.44	$1,393.20	
Trip Charge	500	Mi	$0.51	$255.00	10 site visits
Comp. Test	30	Ea.	$23.21	$696.30	to perform
Reports	30	Ea.	$22.90	$687.00	testing
Eng. Spec.	7.5	Hrs.	$116.01	$870.08	
Engineer	7.5	Hrs.	$154.76	$1,160.70	
			Sub.	$5,062.28	

Estimated Field and Laboratory Testing Fees $5,647.67

SPECIAL MEETING - APRIL 16, 2013

BE IT REMEMBERED, that on this 16th day of April A.D., 2013, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein 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 CONSENT
HIDALGO COUNTY
COMMISSIONERS' COURT
MEETING
April 16, 2013
9:30 A.M.

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

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

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 Consent Agenda, with the exception of items 8.A. and 8.C.
Vote: 4 - 0 - Unanimously

APPROVED

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote to approve item 8.A.
Vote: 4 - 0 - Unanimously

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve item 8.C.
Vote: 4 - 0 - Unanimously

1. **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

B. 1. Approval of reimbursement in the amount of $630,250.46 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 03/16/13 to 03/29/13.

03/16-22/13	$394,962.53
03/23-29/13	$235,287.93
TOTAL	$630,250.46

2. Approval of wire transfer to cover claims paid.

8. **Purchasing Dept:**
Notes:
A. FOR ANY CONTRACTS(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. *APPROVED* Acceptance and approval of **WORK AUTHORIZATION No. 2** in the amount of **$ 5,647.67** submitted by **L&G ENGINEERING LABORATORY** contracted engineering firm-professional laboratory services for: "Construction Materials Testing" (on an as needed basis) for projects located within Hidalgo County Precinct #4 - Contract #C-12-122-06-12 for **PROJECT: (CONSTRUCTION MATERIAL TESTING SERVICES FOR THE FM 1017 ROAD EXPANSION PROJECT).**

B. Requesting approval for payment to project engineer, R. Gutierrez Engineering Corporation, Contract #C-10-376-12-14, Invoice #3303 for Minnesota Drain Project in the amount of $5,907.86.

C. Acceptance and approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:

1. Invoice No. 11324401-$50,185.60 for"FM 681 Project from FM 2221/FM 492:FM 681 to FM 364"-C-09-192A-06-08;
2. Invoice No. 11324402-$84,375.62 for "FM 681-From FM 2221 to SH107"-C-09-192-06-08;
3. Invoice No. 11324406-$ 2,293.92 for "Mile 2 Moorefield Rd West to SH364"-C-11-195-06-28;
4. Invoice No. 11324407-$ 4,270.00 for "Mile 2 N. Inspiration to Moorefield Rd"-C11-195-08-16;
5. Invoice No. 11324409-$39,058.88 for "Tom Gill/Liberty Rd Project" C-12-246-10-16;
6. Invoice No. 11324415-$20,021.00 for "La Homa SH495 to FM 1924"-C-11-312-02-07.

AI-38506 **Purchasing Department 20. C. 2.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of "Amendment" to the AIA B101-2007 Standard Form of Agreement (C-11-097A-02-28) with Dannenbaum Engineering Company for the purposes of "Building Repairs/Renovations, Additions and/or Alterations to the Hidalgo County Restitution Center located at 1124 "M" Road, Edinburg, Texas within Hidalgo County Precinct No. 4" to modify "original scopes/plans" to renovate to house Hidalgo County Precinct No. 4 (Field Staff which includes Drainage and Road & Bridge) with an increase in Architectural fees in the amount of ($ 13,094.00).

BACKGROUND

Amendment to AIA B101-2007 (C-11-097A-02-28) - Dannenbaum Engineering Company
Approval by legal

Original $ 97,472.00
Increase $ 13,094.00
Total $110,566.00

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-419-40-124-125-0-452

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

BUDGETARY IMPACT:

Available balance as of 5-2-13 $132,443.97

Attachments

Amendment-DEC-Restitution Ctr-Pct 4
emial by legal-apprvd doc
AIA B101-2007(C-11-097a-02-28)DEC-Rest Ctr

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/02/2013 01:47 PM
Budget & Management	Angela Garcia	05/02/2013 02:01 PM
Manuel Chapa	Manuel Chapa	05/03/2013 11:35 AM
Auditor's Office	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Letty Saenz Started On: 04/29/2013 04:11 PM

Final Approval Date: 05/03/2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

TO AIA B101-2007
STANDARD FORM OF AGREEMENT BETWEEN ARCHITECT AND OWNER
C-11-097A-02-28

This **AMENDMENT** to the Agreement (as defined below) between **DANNENBAUM ENGINEERING COMPANY** (the "Architect") and **HIDALGO COUNTY, TEXAS** ("Owner"), is effective the **7th** day of **May, 2013,** and is made between the Architect and the Owner (the "Amendment"), as follows:

WHEREAS, on or about February 28, 2012, Architect and Owner executed that certain **AIA B101-2007 Standard From of Agreement Between Architect and Owner (C-11-097A-02-28)**, between Architect and the Owner made as of the 11th day of October, 2011, in which the Architect agreed to provide professional services for **"Building Repairs/Renovations, Additions and/or Alterations to the Hidalgo County Restitution Center located at 1124 "M" Road, Edinburg, Texas within Hidalgo County Precinct No. 4"** (the "Agreement");

WHEREAS, due to a change in circumstances, at the request of the Owner, the Architect and Owner have agreed to modify the original scope of services to be provided by the Architect for the Owner under the Agreement with respect to the remodel of the **Hidalgo County Restitution Center located at 1124 "M" Road, Edinburg, Texas,** within **Hidalgo County Precinct No. 4** so that, instead of the originally planned renovations, the renovations to the location will be to modify it to house **Hidalgo County Precinct No. 4 (Field Staff which includes Drainage and Road & Bridge)**;

WHEREAS, the proposed modification of the **Hidalgo County Restitution Center** to house **Hidalgo County Precinct No. 4 (Field Staff which includes Drainage and Road & Bridge)** has increased the fee to the Architect in the amount of **($ 13,094.00)**; and

WHEREAS, the parties desire to amend the Agreement as hereinafter provided to address the modification;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Architect hereby agree to the amend the Agreement as follow:

1. The remainder of Section 11.1 of the Agreement after the words "as follows" shall be deleted and the following shall be inserted in lieu thereof:

   "The aggregate amount of One Hundred Ten Thousand Dollars Five Hundred Sixty Six and Zero Cents **($110,566.00),** which is the aggregate of the original amount of $97,472 from the Architect's December 16, 2011, Best and Final Offer, and the subsequent amount of $13,094 from the Architect's February 28, 2013, Best and Final Offer (relating to modification in the services), both of which are included herewith as part of Exhibit "D" to this Agreement."

2. The Architect acknowledges receipt of Seventy Seven Thousand, Eight Hundred Thirty Four and 10/100 Dollars ($77,834.10) prior to the date hereof, which amount is the entire amount due under the Agreement, as amended hereby, through the date hereof, with Thirty Two Thousand, Seven Hundred Thirty One and 90/100 Dollars ($32,731.90) remaining of the amount designated in Section 11.1 of the Agreement, as amended hereby, which amount is not yet due in accordance with the terms of the Agreement.

3. Exhibit "C" to the Agreement is amended by adding thereto the updated insurance certificate attached hereto as "Exhibit "C-1".

4. Exhibit "D" to the Agreement is amended by adding thereto the documents attached hereto as "Exhibit "D-1".

5. Except as modified herein, all terms and conditions of the Agreement, as amended by this Amendment, remain in full force and effect and Architect and Owner ratify and confirm the terms and provisions of the Agreement, as amended by this Amendment.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

DANNENBAUM ENGINEERING COMPANY

By: _____
Louis H. Jones, P.E.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

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

By: _____
Stephen L. Crain

Exhibit C-1

Current Insurance Certificate (added to Exhibit C of the Agreement)

RECEIVED MAY 29 2012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/24/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Barmore Insurance Agency 8511 Sam Houston Parkway E Houston TX 77075	PHONE (A/C, No, Ext): 713-209-2800	FAX (A/C, No): 713-209-2899
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
DANNE-1 Dannenbaum Engineering Corp., ETAL P O Box 22292 Houston TX 77027	INSURER A : Continental Casualty	20443
	INSURER B : Valley Forge Insurance Co	20508
	INSURER C : Continental Insurance Co.	35289
	INSURER D : Transportation Insurance	20494
	INSURER E : Catlin Specialty Insurance	15989
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 35042944 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY			2053853648	6/1/2012	6/1/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$700,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	Cont. Liab.Incld						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
B	AUTOMOBILE LIABILITY			1015348305	6/1/2012	6/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			2053853049	6/1/2012	6/1/2013	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$10,000,000
	DED / RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N/A	1022022126	6/1/2012	6/1/2013	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						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
E	Professional Liability Claims Made RET Date 4/1/03			AEH254055021	4/1/2012	4/1/2013	Per Claim Aggregate	2000000 4000000

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

See Attached...

CERTIFICATE HOLDER

Hidalgo County
100 E. Cano, 2nd. Fl
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

JM Barmore

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/25/2013

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:	
Barmore Insurance Agency 8511 Sam Houston Parkway E Houston TX 77075	PHONE (A/C, No, Ext): 713-209-2800	FAX (A/C, No): 713-209-2899
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty	20443
INSURER B : Valley Forge Insurance Co	20508
INSURER C : Continental Insurance Co.	35289
INSURER D : Transportation Insurance	20494
INSURER E : Catlin Specialty Insurance	15989
INSURER F :	

INSURED: DANNE-1

Dannenbaum Engineering Corp.,
ETAL
P O Box 22292
Houston TX 77027

COVERAGES **CERTIFICATE NUMBER:** 1343128063 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY			2053853648	6/1/2012	6/1/2013	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$700,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
	Cont. Liab.Incld						PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			1015348305	6/1/2012	6/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			2053853049	6/1/2012	6/1/2013	EACH OCCURRENCE	$10,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$10,000,000
	[ ] DED [ ] RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1022022126	6/1/2012	6/1/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
E	Professional Liability Claims Made RET Date 4/1/03			AEH254055021	4/1/2013	4/1/2014	Per Claim Aggregate	5,000,000 5,000,000

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

See Attached...

CERTIFICATE HOLDER

COUNTY OF HIDALGO, PRECINCT 3
P O BOX 607
ATTN: COMMISSIONER JOE FLORES
MISSION TX 78573

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

JM Barmore

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Exhibit D-1

Additional Documents that are Part of Exhibit D of the Agreement

February 28, 2013

Joseph Palacios
Precinct No. 4 Commissioner
Hidalgo County Precinct No. 4
1051 North Doolittle Road
Edinburg, Texas 78539

RE: ***Building Repairs and/or Additions, Renovations and Alterations to the Hidalgo County Restitution Center Located at 1124 "M" Road, Edinburg, Texas, within Hidalgo County Precinct No. 4***

Subject: ***Best and Final Offer (BFO) Supplemental for Additional Services***

Dear Mr. Palacios,

It has been requested that Dannenbaum present best and final fees for additional services for ***"Building Repairs and/or Additions, Renovations and Alterations to the Hidalgo County Restitution Center"*** as referenced above. We are pleased to offer the following fees as our Best and Final Offer:

EXHIBIT D- FEE BUDGET ESTIMATE PREVIOUSLY PROPOSED BY DANNENBAUM ENGINEERING CO.	
Design Phase Services	$ 11,645.25
Construction Phase Services	$ 3,881.75
Subtotal (Arch./Eng Fees)	$ 15,527.00
Additional Services/Direct Costs TAS Review, Filing, and Inspection	Included Previous
Subtotal (Additional Services Fees)	$ 0.00
GRAND TOTAL	$ 15,527.00

BEST and FINAL OFFER (BAFO) FOR PROPOSED COST ESTIMATE BY DANNENBAUM ENGINEERING CO.	
Design Phase Services	$ 9,820.50
Construction Phase Services	$ 3,273.50
Subtotal (Arch./Eng Fees)	$ 13,094.00
Additional Services/Direct Costs TAS Review, Filing, and Inspection	Included Previous
Subtotal (Additional Services Fees)	$ 0.00
GRAND TOTAL	$ 13,094.00

We look forward to working with you to complete the Restitution Center renovation and respectfully wish to thank Hidalgo County for the opportunity to be of service.

Sincerely,

Louis H. Jones Jr., P.E.
President

cc: Richard D. Seitz, P.E.

Prepared by: _____
Reviewed by: _____
Checked by: _____

Dannenbaum Engineering Company - McAllen, LLC
Client: Hidalgo County Precinct No. 4
Project Name: Restitution Center Renovations
located at North 'M' Road - Edinburg, Texas
Project Number: 4525-04

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE QNTY	UNIT	MANHOURS PER TASK BY CLASSIFICATION PRINCIPAL (VIII) $369.99	CHIEF ARCHITECT $286.78	PROJECT MANAGER $224.87	ARCHITECT (VII) $183.18	CADD OPER (I) (II) $88.37	SECTY $79.62	CONST MANANGER $152.55	CONST REP $91.77	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	PRELIMINARY DESIGN												
4200	**PROJECT MEETINGS AND COORDINATION**												
	INITIAL PROJECT MEETINGS AND COORDINATION						2					2	$366.36
	SUBTOTAL			0	0	0	2	0	0	0	0	2	$ 366.36
				$0.00	$0.00	$0.00	$366.36	$0.00	$0.00	$0.00	$0.00		
4210	**DATA GATHERING / DESIGN CRITIERIA**												$0.00
	COLLECT AND REVIEW DATA/ SITE AND BUILDING CONDITIONS											0	#VALUE!
	VISIT SITE WITH CLIENT REPRESENTATIVES											0	#VALUE!
	MEET WITH CITY REPRESENTATIVES											0	#VALUE!
	SUBTOTAL			0	0	0	0	0	0	0	0	0	#VALUE!
				$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
4220	**PRELIMINARY DESIGN**												
	DETERMINE PRELIM DESIGN											0	#VALUE!
	SUBCONSULTANT COORDINATION						3					3	#VALUE!
	PRELIM QUANITY TAKEOFF AND OPINION OF COST					1	1		1			3	$487.67
	SUBTOTAL			0	0	1	4	0	1	0	0	6	#VALUE!
				$0.00	$0.00	$369.99	$732.72	$0.00	$79.62	$0.00	$0.00		
	TOTAL HOURS - PRELIM DESIGN			**0**	**0**	**1**	**6**	**0**	**1**	**0**	**0**	**8**	
	TOTAL COST - PRELIM DESIGN			**$0.00**	**$0.00**	**$224.87**	**$1,099.08**	**$0.00**	**$79.62**	**$0.00**	**$0.00**		**$1,403.57**
	TOTAL COST - PRELIMINARY DESIGN												**$1,403.57**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	12.50%	75.00%	0.00%	12.50%	0.00%	0.00%	100.00%	
	FINAL DESIGN												
5020	**90% PLANS**												
	BASE PLAN						2	12				14	$1,426.80
	FLOOR PLAN						2	12				14	$1,426.80
	REFLECTED CELIING PLAN						2	16				18	$1,780.28
	ENLARGED PLANS AND DETAILS						2	16				18	$1,780.28
	DOOR SCHEDULE, NOTES AND SECTIONS						2	16				18	$1,780.28
	SPECIFICATIONS						12		4			16	#VALUE!
	QA/QC				2							2	$573.56
	SUBCONSULTANT COORDINATION						4		2			6	$891.96
	SUBTOTAL			0	2	0	26	72	6	0	0	106	#VALUE!
				$0.00	$739.98	$0.00	$4,762.68	$6,362.64	$477.72	$0.00	$0.00		
5030	**FINAL PLANS**												
	FINAL PLAN SHEETS						1	6				7	$713.40
	SPECIFICATIONS						4		1			5	$812.34
	QA/QC				1		1					2	$469.96
	SUBCONSULTANT COORDINATION					2			4			6	$768.22
	SUBTOTAL			0	1	2	6	6	5	0	0	20	$ 2,763.92
				$0.00	$369.99	$739.98	$1,099.08	$530.22	$398.10	$0.00	$0.00		
	TOTAL HOURS - FINAL DESIGN			**0**	**3**	**2**	**32**	**78**	**11**	**0**	**0**	**126**	
	TOTAL COST - FINAL DESIGN			**$0.00**	**$860.34**	**$449.74**	**$5,861.76**	**$6,892.86**	**$875.82**	**$0.00**	**$0.00**		**$14,940.52**
	TOTAL COST - FINAL DESIGN												**$14,940.52**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	2.38%	1.59%	25.40%	61.90%	8.73%	0.00%	0.00%	100.00%	
	CONSTRUCTION PHASE												
5050	**CONSTRUCTION PHASE**												
	NOTICE TO PROCEED						2		1			3	$445.98
	PRECONSTRUCTION CONFERENCE						3		1			4	#VALUE!
	SHOP DRAWING REVIEW						12		4			16	$2,516.64
	SITE VISITS						12		4			16	$2,516.64
	INTERPRETATIONS AND CLARIFICATIONS						2					2	$366.36
	MONTHLY CONTRACTOR'S ESTIMATE						4		2			6	$891.96
	CHANGE ORDERS											0	$0.00
	SUBTOTAL			0	0	0	35	0	12	0	0	47	#VALUE!
				$0.00	$0.00	$0.00	$6,411.30	$0.00	$955.44	$0.00	$0.00		
5060	**CLOSEOUT PHASE**												
	FINAL INSPECTION						3		1			4	$629.16
	CONTRACTOR'S FINAL PAY ESTIMATE						2		1			3	$445.98
	CERTIFICATE OF COMPLETION						2		1			3	$445.98
	SUBTOTAL			0	0	0	7	0	3	0	0	10	$1,521.12
				$0.00	$0.00	$0.00	$1,282.26	$0.00	$238.86	$0.00	$0.00		
	TOTAL HOURS - CONSTRUCTION PHASE			**0**	**0**	**0**	**42**	**0**	**15**	**0**	**0**	**57**	
	TOTAL COST - CONSTRUCTION PHASE			**$0.00**	**$0.00**	**$0.00**	**$7,693.56**	**$0.00**	**$1,194.30**	**$0.00**	**$0.00**		**$8,887.86**
	TOTAL COST - CONSTRUCTION PHASE												**$8,887.86**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	0.00%	73.68%	0.00%	26.32%	0.00%	0.00%	100.00%	
	TOTAL HOURS - PRELIM ENG / FINAL DESIGN			**0**	**3**	**3**	**80**	**78**	**27**	**0**	**0**	**191**	
	TOTAL COST - PRELIM ENG / FINAL DESIGN			**$0.00**	**$860.34**	**$674.61**	**$14,654.40**	**$6,892.86**	**$2,149.74**	**$0.00**	**$0.00**		**$25,231.95**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	1.57%	1.57%	41.88%	40.84%	14.14%	0.00%	0.00%	100.00%	

DIRECT EXPENSES	NO.	UNIT	QUANTITY/UNIT			AMOUNT
PLOTTING - 11 X 17 PAPER PLOTS		SETS		PLOTS/SET	PLOTS/SET	$ -
PLOTTING - 22 X 34 PAPER PLOTS		SETS		PLOTS/SET	PLOTS/SET	$ -
PLOTTING - COLOR PLOTS		SETS		PLOTS/SET	PLOTS/SET	$ -
MYLAR PLOTS - 11 X 17		SETS		PLOTS/SET	PLOTS/SET	$ -
REPRODUCTION - 8.5 X 11 PAPER COPIES		SETS		COPIES/SET	COPIES/SET	$ -
REPRODUCTION - 11 X 17 PAPER COPIES		SETS		COPIES/SET	COPIES/SET	$ -
OVERNIGHT CARRIER COST		PKGS		EACH	EACH	$ -
AUTO EXPENSE (Mileage)		TRIPS		MI /TRIP	MI /TRIP	$ -
TOTAL DIRECT EXPENSES						**$ -**

*** Travel costs include airfare, hotel, car rental and per diem.**

PRELIMINARY DESIGN	$1,403.57
FINAL DESIGN	$14,940.52
CONSTRUCTION PHASE SVS	$8,887.86
OTHER DIIRECT EXPENSEES	$ -
SUBTOTAL	**$ 25,231.95**
SUBCONSULTANTS	
STRUCTURAL ENGINEERING	$ 500.00
MEHANICAL, ELECTRICAL, AND PLUMBING ENGINEERING	$ 7,000.00
SUBTOTAL	**$ 7,500.00**
GRAND TOTAL	**$ 32,731.95**

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: FINAL REVISED- Amendment to AIA C-11-097A-02-28 (Restitution Ctr on M Road Project) Pct 4

From : Debra L. Goetz <dgr@atlashall.com> Tue, Apr 30, 2013 11:30 AM

Subject : RE: FINAL REVISED- Amendment to AIA C-11-097A-02-28 (Restitution Ctr on M Road Project) Pct 4 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Cc : 'Martha L. Salazar' <martha.salazar@co.hidalgo.tx.us>, 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>, 'Moises Salazar' <moises.salazar@co.hidalgo.tx.us>, 'Steve Crain' <scrain@atlashall.com>, 'Marynel Trevino' <mntrevino@atlashall.com>

Letty,

As discussed, we have no further comments on the amendment. Please let us know if the circumstances change.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dgr@atlashall.com

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From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]

Sent: Tuesday, April 30, 2013 11:19 AM
To: Debra L. Goetz; Steve Crain; Marynel Trevino
Cc: Martha L. Salazar; Darlene H. Betancourt; Moises Salazar
Subject: Fwd: FINAL REVISED- Amendment to AIA C-11-097A-02-28 (Restitution Ctr on M Road Project) Pct 4
Importance: High

Ms. Goetz-

Per our conversation, attached, is the complete PDF Amendment with all attachments and clear Insurance Certificate.

Please advise with your final blessing.

Thank you.

Letty

From: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
To: "Debra L. Goetz" <dgr@atlashall.com>, "Steve Crain" <scrain@atlashall.com>, "Marynel Trevino" <mntrevino@atlashall.com>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>
Sent: Monday, April 29, 2013 4:02:43 PM
Subject: Re: FINAL REVISED- Amendment to AIA C-11-097A-02-28 (Restitution Ctr on M Road Project) Pct 4

Ms. Goetz-

Per our conversation, attached, find the final revised amendment with all attachments as required including an updated Insurance Certificate with **General, Auto, W/C**, expires **06/01/2013** and **Prof Liability,** expires **04/01/2014.**

Please advise with your final blessing.

Thank you in advanced for all your efforts and prompt attention.

Respectively,

Letty Saenz, CPPB/Contracts Manager

C-11-097A-02-28

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 11th day of **October** in the year **2011**
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539
(956)289-7850

and the Architect:
(Name, legal status, address and other information)

Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208
McAllen, Texas 78504
(956) 682-3677

for the following Project:
(Name, location and detailed description)

Building Repairs/Renovations, Additions and/or Alterations to the Hidalgo County Restitution Center located at 1124 "M" Road, Edinburg, Texas within Hidalgo County Precinct No. 4"

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined at a later date by mutual agreement

.2 Substantial Completion date:

To be determined at a later date by mutual agreement

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate adjustments in schedule, compensation and Changes in Work in accordance with Section 3.6.5 and 4.

§ 1.4 This is a non-exclusive contract. Owner is not precluded from retaining the service of other architects. The purpose of the Architect's services shall include, but not be limited to, projects involving remodeling, alterations and repairs.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 DELETED.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's Designated Representative is: (Steven L. McGarraugh, AIA)

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4.1 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluation of the Work.

§ 2.4.2 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the *requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall* reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

$1,000,000 (See the attached Insurance Certificate)

.2 Automobile Liability

$1,000,000 (See the attached Insurance Certificate)

.3 Workers' Compensation

$1,000,000 (See the attached Insurance Certificate)

.4 Professional Liability

$2,000,00 / $4,000,000 (See the attached Insurance Certificate)

§ 2.6 ADDITIONAL BASIC SERVICES PROVIDED BY ARCHITECT

§ 2.6.1 To the extent any existing facilities are present at the location of the Project, the Architect shall provide a review of such existing facilities, and shall make recommendations to Owner regarding the modification of such facilities which are necessary to complete the Project and to bring the existing facilities into compliance with applicable laws, codes, regulations and ordinances.

§ 2.6.2 The Architect shall be responsible for coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to any contractors, subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.

§ 2.6.3 The Architect shall assist the Owner in preparing any Project schedules or timelines and in monitoring the progress of Owner, Architect, and any consultants, contractors, subcontractors or other parties which may be responsible for completing the tasks designated in such schedules or timelines. Architect shall make recommendations to Owner regarding changes and updates in schedules or timelines, as well as any action required by Owner as result of any failure or any person to comply with schedules or timelines.

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ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluations of the Work.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 In addition to the responsibilities and basic services indentified in Articles 2 and 3 respectively, the following services shall be the responsibility of the Architect without additional compensation:

§ 3.1.7.1	Schedule Development and Monitoring;
§ 3.1.7.2	Programming (in coordination with Owner);
§ 3.1.7.3	**DELETED.**
§ 3.1.7.4	**DELETED.**
§ 3.1.7.5	On-Site Project Representation;
§ 3.1.7.6	Record Drawings (in coordination with Contractor);
§ 3.1.7.7	Structural Design;
§ 3.1.7.8	MEP Design;
§ 3.1.7.9	Architect (in coordination with Owner).

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review and comply with laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner approved by the Owner in writing regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 At the award of construction contract, the Architect shall incorporate all addenda, bid clarifications, changes accepted, alternatives and open alternatives into a "For Construction" set of drawings at the Owner's request.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 If requested by the Owner, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's written approval thereof.

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§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction as modified by Owner and attached hereto as Exhibit "B". Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 3.6.1.2 The Architect shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the period of correction for the Work as described in the Contract for Construction.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect, as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Architect shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

§ 3.6.2.1.1 The Architect will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and Contractor of any observed deficiencies. Furthermore, job site meetings shall be held monthly with weekly reports provided by the Architect. In the event there are additional meetings at the Owner's request the Architect shall be entitled to charge the hourly rate for Architectural services set forth on the attached exhibit "D". Attendees will include the Owner, the General Contractor's Project Manager, the General Contractor's Project Superintendent and the Architect. Said meetings will begin at the time of Construction commencement and shall cease after substantial completion of the Work

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing with 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or

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responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.4.1 DELETED.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007 as modified by Owner and attached hereto as Exhibit "B ", the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

§ 3.6.2.7 The Architect and the Owner and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate of Payment shall not be a representation that the Architect has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, as defined in Section 9.1 of the AIA A201-2007 attached hereto as Exhibit "B" and incorporated herein for all purposes.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction

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means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified in accordance with Article 4. Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in Article 11 and at no additional cost to the Owner.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to make appropriate recommendations to the Owner.

§ 3.6.6.6 The Architect shall be responsible for a complete reevaluation of the Project during the eleventh (11^{th}) month after Substantial Completion. Such services shall be furnished without additional charge except for travel and subsistence costs. Furthermore, the Architect shall report all deficiencies observed during said evaluation and shall be responsible for monitoring the correction of said deficiencies.

§ 3.6.6.7 Warranty Phase- The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of complete corrections. The one-year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The obligation under this paragraph 3.6.6.7 shall survive the acceptance of the Work under the Construction Contract.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming	Owner	Has been provided by Owner
§ 4.1.2	Multiple preliminary designs	Architect	4.2
§ 4.1.3	Measured drawings	Not Included	N/A
§ 4.1.4	Existing facilities surveys	Not Included	N/A
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Included	N/A
§ 4.1.6	Building information modeling	Not Included	N/A
§ 4.1.7	Civil engineering	Not Included	N/A
§ 4.1.8	Landscape design	Architect	4.2
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Included	N/A
§ 4.1.10	Value Analysis (B204™–2007)	Not Included	N/A
§ 4.1.11	Detailed cost estimating	Architect	4.2
§ 4.1.12	On-site project representation	Architect	4.2
§ 4.1.13	Conformed construction documents	Not Included	N/A
§ 4.1.14	As-Designed Record drawings	Architect	4.2
§ 4.1.15	As-Constructed Record drawings	Architect	4.2

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§ 4.1.16	Post occupancy evaluation	Not Included	N/A
§ 4.1.17	Facility Support Services (B210™–2007)	Not Included	N/A
§ 4.1.18	Tenant-related services	Not Included	N/A
§ 4.1.19	Coordination of Owner's consultants	Not Included	N/A
§ 4.1.20	Telecommunications/data design	Not Included	N/A
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Included	N/A
§ 4.1.22	Commissioning (B211™–2007)	Not Included	N/A
§ 4.1.23	Extensive environmentally responsible design	Not Included	N/A
§ 4.1.24	LEED® Certification (B214™–2007)	Not Included	N/A
§ 4.1.25	Fast-track design services	Not Included	N/A
§ 4.1.26	Historic Preservation (B205™–2007)	Not Included	N/A
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Included	N/A

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations; as defined in Section 1.1.7 of the AIA A201 – 2007 as modified by Owner attached hereto as Exhibit "B "and incorporated herein for all purposes;

.4 Preparing digital data for transmission to the Owner's consultants and contractors or to other Owner authorized recipients;

.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.7 Preparation for, and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding, except: (1) where the Architect is a party thereto and/or (2) special meetings of the Commissioners Court in which the subject Project is a topic of discussion.

.8 Consultation concerning replacement of Work resulting from fire or other cause during construction;

§ 4.3.2

(Paragraphs deleted)

DELETED.

§ 4.3.3

(Paragraphs deleted)

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§ 4.3.4 DELETED.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect the Architect's obligations hereunder, nor shall such failure relieve the Architect from any liability for failure to discover and correct any such fault, defect, error, omission or inconsistency.

§ 5.10 Except as otherwise provided in this Agreement, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

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§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 · COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly or at Owner's election, the Architect shall assist Owner at no expense to Owner, in revising the Project to meet Owner's budget requirements.

§ 6.4 DELETED

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at no additional fee to Owner make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect of this Project. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and the Architect may not use the drawings and specifications therefore for any purpose not related to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the Work or any earlier termination of this Agreement, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one complete set of reproducible record prints. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including, but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for purposes of completing, using and maintaining the Project.

§ 7.3.1 DELETED.

§ 7.4 DELETED.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 DELETED.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

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§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, if agreed to by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. However, nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters in questions between the parties.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)
ARTICLES 8.2.4. – 8.3.4.3 DELETED.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due

§ 9.7 DELETED.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction as modified by Owner and attached hereto as Exhibit "B".

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written

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consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 DELETED.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials if any for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 *For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)*

The aggregate amount of Ninety Seven Thousand Four Hundred Seventy Two Dollars ($ 97,472.00), which includes One Thousand Twenty Five Dollars ($1,025.00) of direct costs for TAS Review, Filing and Inspection.

§ 11.2 For additional services specified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation will be based on the contract rate schedule included as part of Exhibit "D"

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation will be based on the contract rate schedule included as part of Exhibit "D"

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3 shall be the amount invoiced to the Architect plus ten percent (10%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)

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Construction Phase/Contract Admin.	Eighteen	percent (	18	%)
Project Close-Out/Warranty Phase	Two	percent (	2	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit "D"

Employee or Category **Rate**

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for the Architect's Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets with prior written approval from Owner;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project excluding five (5) copies of all Instruments of Service to be furnished to Owner;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery of Instruments of Service;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 **DELETED.**
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus .1 times the expenses incurred. (See Exhibit "D")

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If, the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice to the Commissioners' Court of the Owner.

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Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)
zero percent 0 %
§ 11.10.3 DELETED

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement between Owner and Architect
.2 AIA Document A201™–2007, General Conditions of the Contract for Construction attached hereto as Exhibit "B".
.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A - Article 14 and 15, Additional Supplemental Conditions to the AIA Document B 101-2007

Exhibit B - 201 Terms and Conditions (as set forth in 13.2.2 above)
Exhibit C – Insurance Certificate
Exhibit D – Rate Schedule

This Agreement entered into as of the day and year first written above.

OWNER

Ramon Garcia
(Signature)
Ramon Garcia, County Judge
(Printed name and title)

DANNENBAUM ENGINEERING COMPANY – MCALLEN, LLC

(Signature)
Louis H. Jones, P.E.
(Printed name and title)

APPROVED AS TO FORM:
Atlas & Hall, LLP

Approved by Commissioners' Court on 2/28/12 RO

ATTEST:

(Row deleted)
By:
(Signature)
Stephen L. Crain
(Printed name and title)

(Signature)
Arturo Guajardo Jr., County Clerk
(Printed name and title)

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

For the following PROJECT:
(Name and location or address)
Building Repairs/Renovations, Additions and/or Alterations to the Hidalgo County Restitution Center located at 1124 "M" Road, Edinburg, Texas within Hidalgo County Precinct No. 4"

THE OWNER:
(Name, legal status and address)
County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539

THE ARCHITECT:
(Name, legal status and address)
Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12

Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.4.6, 12.2.2, 12.2.4, 13.3, 14, 15.4.1
Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 11.4.9, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Paragraph 5.3 and 5.4 hereof, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Document, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents identified.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attention prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions;
.4 The General Conditions of the Contract for Construction;
.5 Specifications
.6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

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§ 1.3 CAPITALIZATION
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION
In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER
§ 2.1 GENERAL
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 DELETED.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and utility locations, and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents. The Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition to and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly notify the architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

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§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already

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in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions based on Subparagraph 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;

3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be

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shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. . Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If the Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more

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stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge System (NPDS) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in

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the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 DELETED.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of

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the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish

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the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

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§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

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§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by Owner's all-risk builder=s risk insurance, subject to

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Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising our of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that they may be legal defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to Contractor. Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

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ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors,

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material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 DELETED.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the

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Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that

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application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 Liquidated Damages: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3.1 of the Modified AIA document A101 – 2007 Edition per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or

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extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an office of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

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§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as

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may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion within the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor. .

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project, as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld

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by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property

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adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

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§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

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§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	Minimum Amounts and Limits
Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

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§11.1.5.6 Umbrella Excess Liability Insurance

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article 11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises."

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall

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not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

§ 11.3.3 LOSS OF USE INSURANCE
DELETED.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification,

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contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner=s representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

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§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract

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Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or

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otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner=s personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of zero percent (0%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other

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persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

(Paragraphs deleted)

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents. .

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to

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payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims

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by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

(Paragraph deleted)

Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subparagraph 3.1.1 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

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§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

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HIDALGO COUNTY
ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE
AIA DOCUMENT B 101 – 2007

Standard Form of Agreement between Owner and Architect

ARTICLE 14

14.1 Requests for Payment. On of before noon of the first Monday of each month during the performance of the services, Architect shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Services rendered, a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the Owner's governing body meets approving such payment, the Owner shall make payment to Architect in the amount approved as aforesaid subject to Section 3.3, below.

14.2 Final Payment. After final completion of the work and acceptance thereof by Owner, Architect shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Architect and upon approval thereof by Owner, Owner shall pay to Architect the amount due ("Final Payment") under such Final Request in accordance with the provisions of 3.1.

The Final Request for Payment shall not be made until Architect delivers to Owner an affidavit that so far as Architect has knowledge or information all materials and services over which Architect has control have been paid.

14.3 Qualifications on Obligations to Pay. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 14 hereof or Final Payment) to Architect hereunder if any one or more of the following conditions precedent exist:

(1) Architect is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;

(2) Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;

(3) Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has made payment to Architect;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Services.

14.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Services to which such partial payment relates or relieves Architect of any of its obligations hereunder with respect thereto.

14.5 Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

14.6 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the Owner except those arising from (1) faulty or defective Services appearing after completion of the Work, (2) failure of the Services to comply with the requirements of this Agreement or the Contract documents or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Architect except those previously made in writing and identified by the Architect as unsettled at the time of the Final Request for Payment.

14.7 In the event of a conflict between the provisions of this Article 14, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 14 shall control.

ARTICLE 15 – OTHER CONDITIONS OR SERVICES

15.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's experience and abilities with respect to performing the Services. The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Architect covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with the Owner's requirements and procedures, in accordance with the American Institute of Architects' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Architect shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. Architect represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

15.2 The Architect represents, covenants and agrees that all of the Services to be furnished by the Architect under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among architects of similar experience, knowledge, skill and ability engaged in architectural practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

15.3 The Architect represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Architect envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Architect having such special skills could anticipate may arise from the proper use of the Project after accepted by the Owner; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by the Owner; and, it recognizes that any management, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

15.4 Architect represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. Architect additionally represents, covenants and agrees to the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the Drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of Architect's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and the construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use. The Architect's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Drawings and Specifications nor shall the Architect be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Architect's skill and knowledge in preparing the Drawings and Specifications. Notwithstanding the immediately preceding sentence, Architect may rely on any documents or information forwarded by Owner pursuant to Article 2 hereof.

15.5 The Architect represents, covenants and agrees that the person directly in charge of the professional architectural work is duly registered under Tex. Rev. Civ. Stat. Ann., art. 249(a), as amended.

15.6 Indemnification. To the fullest extent permitted by applicable law, the Architect and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners Court, elected officials, employees and agents (collectively "Indemnitees")

from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of the Services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Architect shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

15.7 Joint and Several Liability. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 4.6 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which Owner or any of the Indemnitees has by law.

15.8 Notwithstanding any provisions herein to the contrary, it is agreed that if the Architect's final written estimate of construction cost is less than the low bona fide bid for construction and such low bid is not accepted by the Owner, the Architect, at his expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to Owner.

15.9 The Owner agrees to give the Architect the latitude to make the required changes to plans and specifications to achieve the required reduction in construction cost; however, the Architect shall consult with the Owner on all necessary changes.

15.10 Architect covenants with Owner to obtain separate bids and/or contracts for the following phases of the construction of the Project:

.1 General Construction;

15.11 The final written estimate of construction cost will be reviewed and approved by the governing body of Owner prior to authorizing the Architect to issue plans and specifications for bidding.

15.12 Architect agrees to maintain a General and Professional Liability Insurance Policy to cover the liability of Architect connected with the performance of the services or any service covered by this Agreement in an amount equal to or exceeding the value of the Project, unless specifically agreed to by the Owner in a separate written agreement. Any such policy must either be for any occurrence as a result of that performance or, if limited to claims made, include at least a five (5) year extended reporting period. Architect agrees

to furnish Owner Certificates of Insurance showing the said Policy to be fully paid, in full force and effect, and not subject to modification or change for the period specified in this Agreement.

15.13 Time Extensions for Unusually Severe Weather. This provision specifies the procedures for the determination of time extensions for unusually severe weather. The listing below defines the monthly anticipated adverse weather for the Contract period and is based on National Oceanic and Atmospheric Administration data for the geographical location of the Project:

Monthly Anticipated Adverse Weather Calendar Days												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2	2	1	2	3	4	3	3	5	3	2	2	32

(1) **Determination.** The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgment of the notice to proceed and continuing throughout the Contract on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated adverse weather tabulated above. The term actual adverse weather days shall include days impacted by actual adverse weather days.

(2) The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated above have been incurred, the Owner will examine any subsequently occurring adverse weather days to determine whether the Contractor is entitled to a time extension. These subsequently occurring adverse weather days must prevent work for 50 percent or more of the Contractor's work day and delay work critical to the timely completion of the Project. The Owner will convert any delays to meeting the above requirements to calendar days and issue a Change Order in accordance with theses Standard General Conditions

(3) The Contractor's schedule must reflect the above anticipated adverse weather delays on all weather dependent activities.

15.14 In the event of a conflict between the provisions of this Article 15, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 15 shall control.

OP ID: CM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barmore Insurance Agency, Inc. P.O. Box 34796 Houston, TX 77234-4796 Mike Barmore, CIC, CPA 713-209-2800 713-209-2899	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: DANNE-1
INSURED Dannenbaum Engineering Corp., see comments for full name ins ETAL P O Box 22292 Houston, TX 77027	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty — 20443 INSURER B : Valley Forge Insurance Co — 20508 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			2053853648 CONTRACTUAL LIAB INCLUDED	06/01/11	06/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 700,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			C 1015348305	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [X] RETENTION $			2053853049	06/01/11	06/01/12	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 1 22022126	06/01/11	06/01/12	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab Ded $200,000			AEH 25 405 50 21 CLAIMS MADE: RET DT4/1/03	04/01/11	04/01/12	Per Claim Aggregate	2,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Building Repairs and/or Additions, Renovations,and Alterations to the
Hidalgo County Restitution Center Located at 1124 M Road, Edinburg, Texas
Within Hidalgo County Precinct No. 4
DEC Project No. 4525-04

CERTIFICATE HOLDER

HIDALG4

Hidalgo County
3100 South Business Hwy 281
Suite D
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

JM Barmore

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FULL NAMED INSURED: Dannenbaum Engineering Corporation; Office Properties,Inc., Civil Engineering Corporation, A Dannenbaum Engineering Company; Dannenbaum Engineering Corp/Klotz Associates,Inc., A Joint Venture;Dannenbaum Environmental Corporation; Engineering Holding Corporation;Dannenbaum Engineering Company-Houston,LLC; Dannenbaum Engineering Company-Austin,LLC; Dannenbaum Engineering Company-Dallas,LLC; Dannenbaum Engineering Company-Fort Worth,LLC; Dannenbaum Engineering Company-McAllen,LLC.;Dannenbaum Engineering Company-Laredo,LLC; Grand Parkway Consultants,LLC;Dannenbaum/Gerwick Joint Venture; Dannenbaum, Dodson & ECS ,Joint Venture;Dannenbaum Engineering Company-El Paso,LLC

The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto and Workers' Compensation policy includes a Blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability is primary and non-contributory to other insurance when required by written contract.

Workers Compensation includes coverage for executive officers.

30-Day Notice of Cancellation is provided per the policy terms and conditions.

EXHIBIT "D"

Contract Rate Schedule

Dannenbaum Engineering Company - McAllen, LLC

LABOR:

Job Description	Contract Rate** 2009	Contract Rate** 2010	Contract Rate** 2011	Contract Rate** 2012
Architectural				
Principal	$369.99	$388.49	$407.92	$428.32
Project Manager (VII)	$236.11	$247.92	$260.31	$273.33
Architect	$189.42	$198.89	$208.84	$219.28
CADD Operator (I) / (II)	$92.79	$97.42	$102.30	$107.41
Secretary	$83.60	$87.78	$92.17	$96.77
Surveying				
Reg. Public Land Surveyor	$184.74	$193.98	$203.68	$213.86
Project Supervisor SIT	$154.05	$161.75	$169.84	$178.33
Survey Technician	$120.61	$126.64	$132.97	$139.62
Abstractor	$96.36	$101.18	$106.24	$111.55
2-man Survey Crew	$158.90	$166.84	$175.18	$183.94
3-man Survey Crew	$190.80	$200.34	$210.36	$220.88
4-man Survey Crew	$235.47	$247.25	$259.61	$272.59
Construction Representative	$96.36	$101.18	$106.24	$111.55
Construction Manager	$160.17	$168.18	$176.59	$185.42

NON-LABOR:***

Mileage	****
Car Rental	****
Lodging (in state)	****
Meals	****
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equipment	$475/day
Copies (8 1/2 x 11)	$.15/ea
Bond Plots	$0.90/sq.ft.
Color Plots	$1.90/sq.ft.
Mylar Plots	$1.90/sq.ft.

***These are the anitlcpated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation at the rates authorized by the Owner.

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

December 16, 2011

Leticia H. Saenz, CPPB
Contracts Manager
Hidalgo County Purchasing Department'
2812 Business Highway 281
Edinburg, Texas 78539

RE: ***Building Repairs and/or Additions, Renovations and Alterations to the Hidalgo County Restitution Center Located at 1124 "M" Road, Edinburg, Texas, within Hidalgo County Precinct No. 4***

Subject: ***Best and Final Offer (BFO)***

Dear Ms. Saenz,

It has been requested that Dannenbaum present best and final fees for ***"Building Repairs and/or Additions, Renovations and Alterations to the Hidalgo County Restitution Center"*** as referenced above. We are pleased to offer the following fees as our Best and Final Offer:

EXHIBIT D- FEE BUDGET ESTIMATE PREVIOUSLY PROPOSED BY DANNENBAUM ENGINEERING CO.	
Design Phase Services	$ 83,604.75
Construction Phase Services	$ 27,868.25
Subtotal (Arch./Eng Fees)	$ 111,473.00
Additional Services/Direct Costs TAS Review, Filing, and Inspection	$ 1,025.00
Subtotal (Additional Services Fees)	$ 1,025.00
GRAND TOTAL	$ 112,498.00

BEST and FINAL OFFER (BAFO) FOR PROPOSED COST ESTIMATE –BY DANNENBAUM ENGINEERING CO.	
Design Phase Services	$ 72,335.25
Construction Phase Services	$ 24,111.75
Subtotal (Arch./Eng Fees)	$ 96,447.00
Additional Services/Direct Costs TAS Review, Filing, and Inspection	$ 1,025.00
Subtotal (Additional Services Fees)	$ 1,025.00
GRAND TOTAL	$ 97,472.00

We look forward to working with you to complete our contract negotiations and respectfully wish to thank Hidalgo County for the opportunity to be of service.

Sincerely,

Louis H. Jones Jr., P.E.
President

Attachments:
Exhibit "D" Contract Rate Schedule
Exhibit "D" Fee Budget Estimate

cc: Richard D. Seitz, P.E.

NEW RESTITUTION CENTER

FEE BUDGET ESTIMATE

		PROPOSED		Revised Amount				
Description	Quantity	Unit Cost	Total Cost	Quantity	Unit Cost	Revised Cost	Added Quan	Added Cost
Renovation to East Section of Bldg.	9296 sq. ft.	$ 60.00	$ 557,760.00	9296 sq. ft.	$ 50.00	$ 464,800.00		
Eastside Addition	3674 sq. ft.	$ 100.00	$ 367,400.00	3584 sq. ft.	$ 100.00	$ 358,400.00	3546 sq. ft.	$ 354,600.00
Westside Addition adjacent to Constable Pct. #	3000 sq. ft.	$ 100.00	$ 300,000.00	2560 sq. ft.	$ 100.00	$ 256,000.00		
10% Contingency for Constables Area Remodel	1 ea	$ 122,516.00	$ 122,516.00	1 ea	$ 50,000.00	$ 50,000.00		
New Parking Lot	1 ea	$ 69,500.00	$ 69,500.00	1 ea	DELETE	$ -		
Landscaping and Irrigation	1 ea	$ 75,000.00	$ 75,000.00	1 ea	DELETE	$ -		
			$ 1,492,176.00			**$ 1,129,200.00**		**$ 1,483,800.00**

0.065	$ 73,398.00	$ 96,447.00
0.07	$ 79,044.00	

TAS Review and Inspection	$ 1,025.00
Grand Total:	$ 97,472.00

AI-38370 **Purchasing Department** **20. D. 1.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted By: Rocio Villarreal,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to enter into a client support and software update service agreement with Tyler Technologies, Inc. in the total amount of $16,852.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-00-200-002-0-336

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

BUDGETARY IMPACT:

Funds available in the amount of $90,692.57 as of 4/29/2013.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

REq# 235579

Attachments

legal review

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/25/2013 11:11 AM
Budget & Management	Angela Garcia	04/25/2013 01:28 PM
Obdett Calzada	Obdett Calzada	04/29/2013 03:31 PM
Auditor's Office	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Rocio Villarreal Started On: 04/23/2013 03:50 PM

Final Approval Date: 05/03/2013

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Software Update Agreement for Hidalgo County

From : Steve Crain <scrain@atlashall.com> Mon, Apr 08, 2013 04:09 PM
Subject : RE: Software Update Agreement for Hidalgo County 1 attachment
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

You need to evaluate 8a to determine whether this is acceptable.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, April 08, 2013 3:46 PM
To: Steve Crain
Subject: Fwd: Software Update Agreement for Hidalgo County

Mr. Crain:

Can you please review agreement. Included below is an email is the response on changes requested prior by you. Thank you.

ROCIO VILLARREAL
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work

From: "Tammi Earnheart" <Tammi.Earnheart@tylertech.com>
To: "rocio.villarreal (rocio.villarreal@co.hidalgo.tx.us)" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, April 8, 2013 3:01:39 PM
Subject: RE: Software Update Agreement for Hidalgo County

Hi Rocio,

Attached is the updated contract. Per our discussion, section 8a is the item we could not remove in its entirety. The furthest we can go is double our contract value. Let me know if there are additional questions.

Thanks,
Tammi

Tammi Earnheart
Senior Support Manager, Operations
P: 972.713.3770 ext. 113487

From: Earnheart, Tammi
Sent: Tuesday, March 26, 2013 9:41 AM
To: rocio.villarreal (rocio.villarreal@co.hidalgo.tx.us)
Cc: 'Edna Kirby' (edna.kirby@co.hidalgo.tx.us)
Subject: RE: Software Update Agreement for Hidalgo County

Hi Rocio,

I left you another message this morning. Please give me a call to discuss the contract changes you requested.

1.800.966.6999 x113487

Thank you,
Tammi

From: Earnheart, Tammi
Sent: Monday, March 18, 2013 4:39 PM
To: rocio.villarreal (rocio.villarreal@co.hidalgo.tx.us)
Cc: 'Edna Kirby' (edna.kirby@co.hidalgo.tx.us)
Subject: RE: Software Update Agreement for Hidalgo County

Rocio,

I left a message on your voicemail around 2pm today regarding the contract changes. Please call me at your earliest convenience.

972.713.3770 x113487
or 1-800-966-6999 x113487

Tammi

From: Earnheart, Tammi
Sent: Friday, March 15, 2013 3:08 PM
To: rocio.villarreal
Cc: 'Edna Kirby'
Subject: RE: Software Update Agreement for Hidalgo County

Rocio,

Our legal team has completed their review of your legal counsel's request. This request is now pending approval from our VP of Support who is out of the office this week. I have it on his list to review first thing Monday morning. I'll provide you an update on Monday.

Tammi

From: McGrath, Brian
Sent: Monday, March 11, 2013 9:10 AM

To: rocio.villarreal
Cc: 'Edna Kirby'; Earnheart, Tammi
Subject: RE: Software Update Agreement for Hidalgo County

Rocio,

Tammi Earnheart is taking ownership of contract updates for Tyler. She is currently working with our legal time to assess the modifications requested below.

I've spoken with Tammi, and she will contact you by the end of this week with a status update. I have copied her on this e-mail for your convenience.

Brian McGrath
Senior Manager, Texas E-Filing, Odyssey File & Serve
P: 972.713.3770 ext: 113213

From: rocio.villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, March 07, 2013 4:53 PM
To: McGrath, Brian
Cc: 'Edna Kirby'
Subject: RE: Software Update Agreement for Hidalgo County

Mr. McGrath:

I spoke to our legal counsel and has corrected his request for the following:

1. Delete Paragraph 8a
2. Delete Paragraph 9e and 9f add at the end of sentence, "This Agreement is performable in Hidalgo County, Texas."
3. After deletion of 9e, 9f will then become 9e

If you have any questions please feel free to contact me.

Thank you.
Rocio V.

From: McGrath, Brian [mailto:Brian.McGrath@tylertech.com]
Sent: Thursday, March 07, 2013 12:06 PM
To: rocio.villarreal
Cc: 'Edna Kirby'
Subject: RE: Software Update Agreement for Hidalgo County

Mr. Villarreal,

I will review this with our legal team and let you know what might be done.

You mentioned deleting paragraph 8e. Did you mean a separate paragraph? 8e does not exist as of yet.

Brian McGrath
Senior Manager, Texas E-Filing, Odyssey File & Serve
P: 972.713.3770 ext: 113213

From: rocio.villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, March 07, 2013 12:02 PM
To: McGrath, Brian
Cc: 'Edna Kirby'
Subject: Software Update Agreement for Hidalgo County

Mr. McGrath:

Hidalgo County legal counsel has requested the following modifications to the agreement:

1. Delete numbered paragraph 8a and 8e. Insert new paragraph 8e to read: "This Agreement is performable in Hidalgo County, Texas."

Can you please advise if the modification can be done, and if so please provide a revise Service agreement so we may process for Commissioners' Court approval.

Thank you.

image001.jpg
12 KB

Client Support and Software Update Services Agreement

Client Installation Location:
Hidalgo County Courthouse
Edinburg, Texas

Commencement Date: 1/1/2013
System Administrator: Renan Ramirez
Phone Number: (956) 318- 2151

Tyler Technologies, Inc. ("Tyler") agrees to provide and **Hidalgo County, Texas** ("Client") agrees to accept Client Support and Software Update Services on the item(s) listed below, at the quarterly charge indicated. The terms and conditions of this Agreement are set forth on the face hereof and in the Terms and Conditions appearing on the reverse side of this agreement.

Software Product Description	Quarterly Charge
Criminal Case Management — County-wide	$2,981
Court Administration – County-wide	$1,894
Sheriff	$2,981
CID	$315
CJIS – County-wide	$347
CJIS – EDR	$725
Justice of the Peace with Electronic Conviction Reporting	$2,898
Word Merge	$126
Mugshots	$367
Prosecutor	$1,041
Server & Systems Support (Hardware)	$308
Child Support	$1,960
Hot Checks	$910

This agreement shall become a binding contract between the parties when accepted by the signature of an officer of Tyler at its home office.

CLIENT IS ADVISED TO READ THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS AGREEMENT BEFORE SIGNING BELOW.

Total Quarterly Charge **$ 16,852**

Client	**Tyler Technologies, Inc.**
Contact Name (Print)	Contact Name (Print)
Title/Position	Title/Position
Authorized Signature	Authorized Signature
Date	Date

Terms and Conditions

1. Definitions
(a) Equipment. The computer hardware, including the central processing unit on which Software is installed, and any other Tyler supplied peripheral equipment at the location of software installation.

(b) Software. Any Software product licensed to Client by Tyler under a separate agreement for which Tyler offers its Client Software Update and Client Support services, which Software is identified in writing on the face of this document. Software may include machine readable code (object code) written in any language on any media, source code of listing, and any improvements, modifications, enhancements, changes or updates to such code or listings provided to Client by Tyler.

(c) System. The Equipment and the Software that are defined in 1(a) and 1(b) above.

2. Term
(a)This Agreement is effective from the Commencement Date and shall continue for an initial term of six months. After the initial term, this Agreement shall remain in force until terminated by either party for any or all the products listed on the face of this agreement upon ninety days (90) prior written notice to the other party.

3. Eligibility for Service Agreement
(a) Software is eligible for inclusion under this Agreement immediately upon Tyler's installation of Software, expiration of Tyler's Software warranty, or expiration of an existing Tyler Software Update and Client Support Service Agreement.

(b) Service under this Agreement is contingent upon:

(1) The Software being unmodified and properly maintained at the latest Tyler revision.

(2) The System containing at least the minimum hardware configuration and prerequisite software as specified by Tyler.

(3) All Software being covered by Software warranty or by this Agreement, if such coverage is available. Software licensed after the Commencement Date of this Agreement may be subject to additional charge(s) for coverage under this Agreement.

4. Service Responsibilities of Tyler
For the charges stated herein, Tyler shall provide the following Software Update and Client Support services:

(a) Software updates and enhancements to the covered Software made generally available by Tyler to its Clients during the term of this Agreement shall be provided as product releases on Tyler's standard media. Software updates and enhancements include:

(1) Program modifications required due to legislative changes.

(2) Program changes required to use Tyler's standard forms.

(3) Fixes to reported software problems.

(4) General enhancements to covered Software, which Tyler deems to be included in the standard system.

(b) Improvements and revisions to reference manuals or documentation made generally available by Tyler to its Clients during the term of this agreement.

(c) Remote diagnostics of problems with covered Software.

(d) Periodic review of outstanding enhancement requests and bug reports.

(e) Telephone assistance, telephone number(s) will be provided to the Client. Contact to enable communication with a Tyler Specialist during the hours of 8:30 AM to 5:00 PM. local Dallas, Texas time, Monday through Friday, exclusive of Tyler holidays. Tyler will use reasonable efforts to respond to the Client Contact call within four working hours assisting with:

(1) Identifying, verifying, and resolving problems in the Software.

(2) Identifying and verifying problems with the Equipment used in connection with the Software.

(3) Installation of Software releases.

5. Services Not Included
(a) No on-site Software Updates or Client Support services are included under this Agreement. Any on-site service requested by the Client or required due to software changes, operating system upgrades, training, or other assistance will be provided at Tyler's per-call rates and terms then in effect.

(b) Services not covered by this Agreement include, but are not limited to, failure of Equipment, failure of non-Tyler supplied software, failure of Software caused by non-Tyler provided hardware, failure of Software due to Equipment operation, catastrophe, fault, or negligence of Client, operation error, improper use or misuse of the System or any part thereof, or any other causes beyond the control of Tyler and occurring without the fault or negligence of Tyler.

6. Responsibilities of Client

(a) Client agrees to appoint a System Administrator to be responsible for the overall operation of the System and individual Product Administrator(s) to be responsible for the operation of each product identified on the face of this agreement to function as the primary contact between Client and Tyler.

(b) Client acknowledges all Software changes, improvements, enhancements or updates (and each of them) provided by Tyler are subject to the same License Agreement under which Client obtained a license to the Software, including all terms and conditions thereof, and Client agrees to abide by such License Agreement.

(c) Client agrees to maintain the Software to the latest revision level.

(d) Client agrees to provide adequate training to its employees and further agrees to assign to the use of the system only those employees who have received adequate training.

(e) Client agrees to allow remote access by Tyler for purposes of software support including VPN access.

7. Charges
(a) Charges will be invoiced each quarter in advance and will be payable on the first day of the quarterly service period for which the Tyler invoice is rendered.

(b) Charges for the preparation of each release will be invoiced at such time as the release is prepared at Tyler's then current release charge.

(c) Charges do not include any tax or other governmental impositions including, without limitation, sales and use tax. All such cost, if any, shall be invoiced separately to client, and client shall pay the same.

8. Limitation of Liability and Warranty
(a) Tyler's liability for damages arising out of or in connection with this Agreement whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to two (2) times the total charges paid or payable during one (1) year under this Agreement.

(b) No action arising out of or in connection with this Agreement whether based on a theory of contract or tort, including negligence and strict liability, may be brought or instituted by either party more than two (2) years after the cause of action accrues.

(c) In no event shall Tyler be liable to Client for (i) indirect, remote, incidental, special, exemplary, punitive or consequential damages, (ii) damages due to causes beyond the reasonable control of Tyler or (iii) damages resulting from loss of use of the System or any part thereof, loss or damage to Client source data, loss of revenue or destruction, or loss of materials provided to Tyler by client.

(d) THE RIGHTS AND REMEDIES OF CLIENT SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER RIGHTS AVAILABLE AT LAW OR IN EQUITY. Tyler DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR OR INTENDED PURPOSE.

9. General
(a) Client recognizes that Tyler invests considerable time and expenses in training Tyler employees. Should Client directly or indirectly contract with or hire any Tyler employee, Client shall immediately pay to Tyler four (4) months salary for each employee hired or contracted with and Tyler shall be entitled to any other modification or amendment to this agreement as shall be equitable under the circumstances.

(b) If either party neglects, fails or refuses to perform any of its obligations under this Agreement, and such failure continues for a period of twenty (20) days after written notice thereof, the other party shall have the right to discontinue performance and the right to terminate this Agreement.

(c) This Agreement supersedes all prior Software Update and Client Support service agreements and understandings between the parties with respect to any services covered by this Agreement, and may not be changed except by written instrument signed by both parties unless specifically permitted herein to the contrary and may not be terminated except by written notice.

(d) It is expressly understood and agreed that if either party, on any occasion fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on another occasion.

(e) This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Texas. This Agreement is performable in Hildago County, Texas.

10. Entirety of Agreement and Amendments.
(a)This Service Agreement contains all of the representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties, and promises of the parties relating to the subject matter hereof which predate this Service Agreement.

(b)This Service Agreement may only be amended, modified or changed by written instrument signed by both parties hereto.

AI-38376 **Purchasing Department 20. E. 1.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Comm. Joe Flores, Pct. #3 **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation and recommendation by project engineer, Javier Hinojosa Engineering to award to lowest bidder meeting all specifications: Reim Construction, Inc. in the amount of $255,390.25 for Bid No. CAP-13-048-02-13-YSI "Road & Drainage Construction for Ramirez, Ramirez II, & Ramirez III Subdivisions."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1XXX-431-00-123-58X-0-73X

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

BUDGETARY IMPACT:

See attached expense report for funding availability.

Attachments

eng recomend ramirezs

b tab sheet ramirezs

for txdots conc

c brk downs ramirezs

ai request

Exp report

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/01/2013 05:00 PM
Budget & Management	Angela Garcia	05/02/2013 08:00 AM
Manuel Chapa	Manuel Chapa	05/02/2013 01:25 PM
Auditor's Office	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Yvette Islas Started On: 04/23/2013 04:21 PM

Final Approval Date: 05/03/2013

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

February 19, 2013

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Ramirez Subdivision Units 1, 2 and 3
Bid No. CAP-13-048-02-13-YSI

Dear Commissioner Flores,

Bids were received and opened for the Colonia Access Program Bid No. CAP-13-048-02-13-YSI Ramirez Subdivision Unit 1, 2, and 3 on February 13, 2013. A total of five bids were received with REIM Construction, Inc. being the low bidder with a total base bid of $255,390.25. Attached is a copy of the bid tabulation for your review. This project involves the reconstruction of 19th Street, 20th Street, 22nd Street (E-W) and 22nd Street (N-S) within Ramirez Subdivision Units 1, 2 and 3. REIM Construction, Inc. is a reputable firm who has constructed several projects within Hidalgo County. We recommend award of the contract to REIM Construction, Inc. in the amount of $255,390.25.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program
Ms. Yvette S. Islas, Hidalgo County Purchasing Dept.

C:\JHE OFFICE DOCUMENTS-CLAUDIA\OFFICE DOCUMENTS\JHE2013\LETTERS\BID RECOMMENDATION\Flores-Joe-M-02-19-13.doc

BID TABULATION SHEET
Hidalgo County Precinct #3
Hidalgo County Colonia Access Program
Ramirez, Ramirez II and Ramirez III Subdivision
Bid # CAP-13-048-02-13-YSI
Engineer: Javier Hinojosa Engineering
Bid Date: February 13, 2013 @ 9:30 a.m.

Bidder	Total Base Bid
1. REIM Construction, Inc.	$255,390.25
2. Jimmy Closner & Sons, Inc.	$264,976.80 (Correct Amount) $268,469.30 (Read Amount)
3. Clore Construction, LLC	$269,675.59
4. 2GS, LLC.	$271,167.75
5. Rojas Construction & Paving	$399,679.59 (Correct Amount) $399,668.40 (Read Amount)

BID TABULATION SHEET
Hidalgo County Precinct No. 3
Ramirez Subdivision Units 1, 2 and 3
Bid No: CAP-13-048-02-13-YSI
Engineer: Javier Hinojosa Engineering
Bid Date: February 13, 2013 @ 9:30 a.m.

		QUANTITIES		REIM Construction		Jimmy Closner & Sons Const. Co., Inc.		Clore Construction		2GS, LLC		Rojas Const. and Paving	
	Paving												
1	Preparing ROW	19.24	STA	$900.00	$17,316.00	$510.00	$9,812.40	$556.00	$10,697.44	$1,950.00	$37,518.00	$2,520.00	$48,484.80
2	Reworking BS Matl (DC) (TY D 6")	6,985	SY	$3.15	$22,002.75	$3.00	$20,955.00	$3.00	$20,955.00	$3.50	$24,447.50	$5.30	$37,020.50
3	8" Flex Base (Compl in Place) (TY E GR4)	6,985	SY	$6.35	$44,354.75	$7.00	$48,895.00	$7.70	$53,784.50	$8.35	$58,324.75	$12.90	$90,106.50
4	ASPH Matrl (MC-30)	1,397	GAL	$5.05	$7,054.85	$4.50	$6,286.50	$5.40	$7,543.80	$5.00	$6,985.00	$10.48	$14,640.56
5	ASPH Conc (TY D)(1 1 /2")	6,109	SY	$8.70	$53,148.30	$8.10	$49,482.90	$8.25	$50,399.25	$7.50	$45,817.50	$13.15	$80,333.35
6	Barricades, Signs and Traffic Handling	3	MO	$2,200.00	$6,600.00	$3,200.00	$9,600.00	$1,230.00	$3,690.00	$1,500.00	$4,500.00	$5,250.00	$15,750.00
7	Turnouts (ASPH-CONC-PAV)(PB-2)	90	SY	$24.25	$2,182.50	$12.50	$1,125.00	$38.00	$3,420.00	$20.00	$1,800.00	$13.15	$1,183.50
8	Relocate Mailboxes	LUMP	SUM	$7,000.00	$7,000.00	$1,600.00	$1,600.00	$3,000.00	$3,000.00	$500.00	$500.00	$5,250.00	$5,250.00
9	Type III Barricade	1	EA	$433.00	$433.00	$1,100.00	$1,100.00	$500.00	$500.00	$700.00	$700.00	$1,050.00	$1,050.00
	Subtotal Paving				**$160,092.15**		**$148,856.80**		**$153,989.99**		**$180,592.75**		**$293,819.21**
	Drainage												
10	Driveway (ASPH-CON-PAV)(PB-1)	783	SY	$19.95	$15,620.85	$12.50	$9,787.50	$19.70	$15,425.10	$20.00	$15,660.00	$13.15	$10,296.45
11	Driveway (Concrete 3000 PSI)	841	SY	$42.25	$35,532.25	$42.50	$35,742.50	$38.00	$31,958.00	$35.00	$29,435.00	$5.98	$5,029.18
12	15" ADS Culvert Pipe	1,575	LF	$20.00	$31,500.00	$35.00	$55,125.00	$31.30	$49,297.50	$20.00	$31,500.00	$44.75	$70,481.25
13	18" RCP Culvert Pipe	210	LF	$27.50	$5,775.00	$40.00	$8,400.00	$45.00	$9,450.00	$30.00	$6,300.00	$59.70	$12,537.00
14	Safety End Treatment	6	EA	$860.00	$5,160.00	$750.00	$4,500.00	$975.00	$5,850.00	$900.00	$5,400.00	$830.00	$4,980.00
15	Temporary Sediment Control Fence	570	LF	$2.00	$1,140.00	$3.50	$1,995.00	$4.50	$2,565.00	$3.00	$1,710.00	$2.35	$1,339.50
16	Temporary Sediment Control Fence (Remove)	570	LF	$1.00	$570.00	$1.00	$570.00	$2.00	$1,140.00	$1.00	$570.00	$2.10	$1,197.00
	Subtotal Drainage				**$95,298.10**		**$116,120.00**		**$115,685.60**		**$90,575.00**		**$105,860.38**
	TOTAL BASE BID				**$255,390.25**		**$264,976.80**		**$269,675.59**		**$271,167.75**		**$399,679.59**

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 3 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: February 13, 2013	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR RAMIREZ, I, II, & III SUBDIVISIONS"

BID NO: CAP-13-048-02-13-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	Bid Bond/ Cashier's Check
1.	Clore Construction, LLC	$269,675.59	Bid Bond Included
2.	2GS, LLC	$271,167.75	Bid Bond Included
3.	REIM Construction Inc.	$255,390.25	Bid Bond Included
4.	Jimmy Closner & Sons Constr. Co., Inc.	$268,469.30	Bid Bond Included
5.	Rojas Construction and Paving	$399,679.59 Correct Amount $399,668.40 Read Amount	Bid Bond Included
6.			
7.			
8.			
9.			
10.			

THE COUNTY OF HIDALGO TEXAS

Agapito Vargas, Jr.
Executive Director

COLONIA ACCESS PROGRAM
County of Hidalgo

29 April 2013

Judy Sanchez, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-13-048-02-13-YSI 3rd Call Project Ramirez I, II and III
Subdivision CSJ: 3C1080587, 3C1080588 and 3C1080589 respectively

Dear Judy:

Attached please find information regarding the award of the above-referenced 3rd Call Colonias Project for road construction and drainage.
Please be advised that the County will proceed to award the bid on the following:

1. Engineer's Recommendation
2. Bidder meets all County requirements
3. Bids is the lowest of bids received
4. Cost breakdown

Hinojosa Engineering has reviewed bids and tabulations and is recommending REIM Construction, Inc. of Mission, TX as the low bidder for the above-referenced project. The County was awarded for the three projects $167,753.53.13 for Road Work and $76,350.00 for Drainage for a total of $244,103.53. Based on the apparent low bidder, the County will have an overrun of $29,119.23 for Road Work and an overrun of $3,355.40 for Drainage. The roadwork and drainage overruns will be covered by transferring funds from the County's Road and Bridge and BCAP drainage account. This additional amount will not exceed the $500K/mile cap.

The award will be to the low bidder REIM Construction, Inc. with a low bid amount of $255,390.25.

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577
Equal Opportunity Employer

The bids were as follows:

Contractor	Read Total	Correct Total
Clore Construction, LLC	$269,675.59	$269,675.59
REIM Construction Inc.	$255,390.25	$255,390.25
2GS, LLC	$271,167.75	$271,167.75
Jimmy Closner & Sons Construction Co., Inc	$268,469.30	$268,469.30
Rojas Construction and Paving	$399,668.40	$399,679.59

Commissioner Jose M. Flores concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 460-6364.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program

Cc: Commissioner Jose M. Flores, Hidalgo County Precinct 3 (Ltr Copy Only)
Valde Guerra, Commissioner's Court Executive Officer (email)
Norma Ceballos, Executive Assistant, Precinct 3 (email)
John Paul Lugo, HCBCAP County Wide Coordinator (email)
Rossana Schettino, Grant Accountant II (email)
Yvette Islas, HCCAP Buyer II (email)
Project files

Ramirez I Subdivision
CSJ: 3C1080587
Cost Breakdown
Precinct 3

				Original Contract Amounts			Change Order 1		
Item No.	Bid Item No.	Item Description	Unit	Original Quantities	Original Rates	Amount Bid	Revised Rates	Revised Quantities	Amount Increase/ Decrease
		ROADWAY							
1	100	Preparing Row	STA	5.49	$900.00	$4,941.00			
2	110	Reworking BS Matl (DC) (TY D 6")	SY	2110	$3.15	$6,646.50			
3	247	8" Flex Base (Compl in place) (TY E GR 4)	SY	2110	$6.35	$13,398.50			
4	310	ASPH Matrl (MC - 30)	GAL	422	$5.05	$2,131.10			
5	340	ASPH Conc (TY D)(1/12)	SY	1839	$8.70	$15,999.30			
6	502	Barricades, Sign and Traffic Handling	MO	1	$2,200.00	$2,200.00			
7	501	Type III Barricades	EA	0.25	$433.00	$108.25			
8	530	Turnouts (ASPH-CONC-PAV)(PB-2)	SY	30	$24.25	$727.50			
9		Relocate Mailboxes	LS	0.25	$7,000.00	$1,750.00			
		SubTotal Base Bid				**$47,902.15**			
		DRAINAGE							
1	464	18" RCP Culvert Pipe	LF	70	$ 27.50	$1,925.00			
2	467	Safety End Treatment (SET)	EA	2	$ 860.00	$1,720.00			
3	473	15" ADS Culvert Pipe	LF	375	$ 20.00	$7,500.00			
4	506	Temp Sedmt Cont Fence Install	LF	150	$ 2.00	$300.00			
5	506	Temp Sedmt Cont Fence Remove	LF	150	$ 1.00	$150.00			
6	530	Driveway (ASPH-CONC-PAV)(PB-1)	SY	108	$ 19.95	$2,154.60			
7	530	Driveway (Concrete 3000 PSI)	SY	301	$ 42.25	$12,717.25			
		SubTotal Drainage				**$26,466.85**			
		GrandTotal Roadwork Base Bid and Drainage				**$74,369.00**			

Project Length: (LF)	528	
Cost Per Linear Feet @ $500K/mile:	$ 94.70	
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$ 50,001.60**	
Roadwork Allocation (Eng, Road Const and Contingency):	**$ 46,753.53**	
Allowed Increase:	**$ 3,248.07**	**Amt Inc.: $ 11,688.38**

Road Construction Allocation:	$ 37,766.70
Possible 25% Transfer In Other Projects:	$ -
Contingency Transfer In:	$ -
Total Allocation, 25% Transfer and Contingency Transfer	$ 37,766.70
Low Base Bid Roadwork	$47,902.15

Drainage Allocation:	$ 24,600.00
Transfer In: Other Projects	
Total Allocation and Transfer	$24,600.00
Drainage Cost:	$26,466.85
Overrun/Underrun	($1,866.85)

Ramirez I Subdivision
CSJ: 3C1080587
Cost Breakdown
Precinct 3

Overrun/Underrun	($10,135.45)

Change Order

Road Construction Allocation:	$	-
Transfer In:	$	-
Total Allocation, 25% Transfer and Contingency Transfer	$	-
Low Base Bid Roadwork After Change Order	$	-
Overrun/Underrun		$0.00

Change Order

Drainage Allocation:	$	-
Transfer In: Other Projects		
Total Allocation and Transfer		$0.00
Drainage Cost:		$0.00
Overrun/Underrun		$0.00

Ramirez II Subdivision
CSJ: 3C1080588
Cost Breakdown
Precinct 3

				Original Contract Amounts				Change Order 1		
Item No.	Bid Item No.	Item Description	Unit	Original Quantities	Original Rates	Amount Bid		Revised Rates	Revised Quantities	Amount Increase/ Decrease
		ROADWAY								
1	100	Preparing Row	STA	5.49	$ 900.00	$4,941.00				
2	110	Reworking BS Matl (DC) (TY D 6")	SY	2110	$ 3.15	$6,646.50				
3	247	8" Flex Base (Compl in place) (TY E GR 4)	SY	2110	$ 6.35	$13,398.50				
4	310	ASPH Matrl (MC - 30)	GAL	422	$ 5.05	$2,131.10				
5	340	ASPH Conc (TY D)(1/12)	SY	1839	$ 8.70	$15,999.30				
6	502	Barricades, Sign and Traffic Handling	MO	1	$ 2,200.00	$2,200.00				
7	530	Turnouts (ASPH-CONC-PAV)(PB-2)	SY	30	$ 24.25	$727.50				
8		Relocate Mailboxes	LS	1	$ 1,400.00	$1,400.00				
9	501	Type III Barricades	EA	0	$ 433.00	$0.00				
		SubTotal Base Bid →				**$47,443.90**				
		DRAINAGE								
1	464	18" RCP Culvert Pipe	LF	70	$ 27.50	$1,925.00				
2	467	Safety End Treatment (SET)	EA	2	$ 860.00	$1,720.00				
3	473	15" ADS Culvert Pipe	LF	575	$ 20.00	$11,500.00				
4	506	Temp Sedmt Cont Fence Install	LF	200	$ 2.00	$400.00				
5	506	Temp Sedmt Cont Fence Remove	LF	200	$ 1.00	$200.00				
6	530	Driveway (ASPH-CONC-PAV)(PB-1)	SY	301	$ 19.95	$6,004.95				
7	530	Driveway (Concrete 3000 PSI)	SY	259	$ 42.25	$10,942.75				
		SubTotal Drainage →				**$32,692.70**				
		GrandTotal Roadwork Base Bid and Drainage →				**$80,136.60**				

Project Length: (LF)		528
Cost Per Linear Feet @ $500K/mile:	$	94.70
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$**	**50,001.60**
Roadwork Allocation (Eng, Road Const and Contingency):	**$**	**50,000.00**
Allowed Increase:	**$**	**1.60**

Amt Inc.: **$ 12,500.00**

Road Construction Allocation:	$	37,917.18
Possible 25% Transfer In Other Projects:	$	4,000.00
Contingency Transfer In:	$	-
Total Allocation, 25% Transfer and Contingency Transfer	$	41,917.18

Drainage Allocation:	$ 34,650.00
Transfer In: Other Projects	
Total Allocation and Transfer	$34,650.00
Drainage Cost:	$32,692.70

Ramirez II Subdivision
CSJ: 3C1080588
Cost Breakdown
Precinct 3

Low Base Bid Roadwork	$47,443.90
Overrun/Underrun	($5,526.72)

Change Order

Road Construction Allocation:	$	-
Transfer In:	$	-
Total Allocation, 25% Transfer and Contingency Transfer	$	-
Low Base Bid Roadwork After Change Order	$	-
Overrun/Underrun		$0.00

Overrun/Underrun	$1,957.30

Change Order

Drainage Allocation:	$	-
Transfer In: Other Projects		
Total Allocation and Transfer		$0.00
Drainage Cost:		$0.00
Overrun/Underrun		$0.00

Ramirez III Subdivision
CSJ: 3C1080589
Cost Breakdown
Precinct 3

				Original Contract Amounts			Change Order 1		
Item No.	Bid Item No.	Item Description	Unit	Original Quantities	Original Rates	Amount Bid	Revised Rates	Revised Quantities	Amount Increase/ Decrease
		ROADWAY							
1	100	Preparing Row	STA	8.26	$ 900.00	$7,434.00			
2	110	Reworking BS Matl (DC) (TY D 6")	SY	2765	$ 3.15	$8,709.75			
3	247	8" Flex Base (Compl in place) (TY E GR 4)	SY	2765	$ 6.35	$17,557.75			
4	310	ASPH Matrl (MC - 30)	GAL	553	$ 5.05	$2,792.65			
5	340	ASPH Conc (TY D)(1/12)	SY	2431	$ 8.70	$21,149.70			
6	501	Barricades, Sign and Traffic Handling	MO	1	$ 2,200.00	$2,200.00			
7	530	Turnouts (ASPH-CONC-PAV)(PB-2)	SY	30	$ 24.25	$727.50			
8		Relocate Mailboxes	LS	3	$ 1,400.00	$4,200.00			
9	502	Type III Barricades	EA	1	$ 433.00	$433.00			
		SubTotal Base Bid →				**$65,204.35**			
		DRAINAGE							
1	464	18" RCP Culvert Pipe	LF	70	$ 27.50	$1,925.00			
2	467	Safety End Treatment (SET)	EA	2	$ 860.00	$1,720.00			
3	473	15" ADS Culvert Pipe	LF	625	$ 20.00	$12,500.00			
4	506	Temp Sedmt Cont Fence Install	LF	220	$ 2.00	$440.00			
5	506	Temp Sedmt Cont Fence Remove	LF	220	$ 1.00	$220.00			
6	530	Driveway (ASPH-CONC-PAV)(PB-1)	SY	374	$ 19.95	$7,461.30			
7	530	Driveway (Concrete 3000 PSI)	SY	281	$ 42.25	$11,872.25			
		SubTotal Drainage →				**$36,138.55**			
		GrandTotal Roadwork Base Bid and Drainage →				**$101,342.90**			

Project Length: (LF)		739.2
Cost Per Linear Feet @ $500K/mile:	$	94.70
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$**	**70,002.24**
Roadwork Allocation (Eng, Road Const and Contingency):	**$**	**71,000.00**
Allowed Increase:	**Inc. Not Allow**	**Amt Inc.:** **$** **-**

Road Construction Allocation:	$	55,289.04
Possible 25% Transfer In Other Projects:	$	4,000.00
Contingency Transfer In:	$	-
Total Allocation, 25% Transfer and Contingency Transfer	$	59,289.04

Drainage Allocation:	$ 34,650.00
Transfer In: Other Projects	
Total Allocation and Transfer	$34,650.00
Drainage Cost:	$36,138.55

Ramirez III Subdivision
CSJ: 3C1080589
Cost Breakdown
Precinct 3

Low Base Bid Roadwork	$65,204.35
Overrun/Underrun	($5,915.31)

Change Order

Road Construction Allocation:	$	-
Transfer In:	$	-
Total Allocation, 25% Transfer and Contingency Transfer	$	-
Low Base Bid Roadwork After Change Order	$	-
Overrun/Underrun		$0.00

Overrun/Underrun	-$1,488.55

Change Order

Drainage Allocation:	$	-
Transfer In: Other Projects		
Total Allocation and Transfer		$0.00
Drainage Cost:		$0.00
Overrun/Underrun		$0.00

Search **Yvette Salinas**

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From: Marcie Jackson

To: Yvette Islas

Cc: Agapito Vargas Norma Ceballos John Paul Lugo

ltr request Txd...ion 4-30-13.pdf (519.2 KB) Download | Briefcase | Remove
Cost Breakdown ... I 02132013.xls (29 KB) Download | Briefcase | Remove
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Bid Tabulation ...ors 4-24-13.pdf (83.6 KB) Download | Bri

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Yvette,

Please place the following item on CC agenda for Tuesday 07th May 2013:

Approval to award contract to low bidder for 3rd Call Border Colonias Access Program Project

Project Name: Ramirez I, II, III Subdivision (CSJ: 3C1080587, 3C1080588, 3C1080589)

Project Location: Precinct 3

Low Bidder: REIM Construction, Inc. Mission, TX

Project Engineer: Javier Hinojosa Engineering

Account: 3-1312-431-00-123-587-0-731/733 - 3-1200-431-00-123-587-0-731
3-1312-431-00-123-588-0-731/733 - 3-1200-431-00-123-588-0-731
3-1312-431-00-123-589-0-731/733 - 3-1200-431-00-123-589-0-731

Attached is correspondence to TxDOT requesting concurrence, engineer's letter of recommendation, cost breakdown, enc

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program

301 East State

Pharr, TX 78577

Office Tel: 956/787-1891

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1200 ROAD AND BRIDGE							
3-1200-431-00-123-587-0-731	PCT3 RAMIREZ SUBDIVISION-ROADS	.00	7,700.00	.00	.00	7,700.00	.00
587		**.00**	**7,700.00**	**.00**	**.00**	**7,700.00**	**.00**
3-1200-431-00-123-588-0-731	PCT3 RAMIREZ #2 SUBDIVISION-ROADS	.00	9,600.00	.00	.00	9,600.00	.00
588		**.00**	**9,600.00**	**.00**	**.00**	**9,600.00**	**.00**
3-1200-431-00-123-589-0-731	PCT3 RAMIREZ #3 SUBDIVISION-ROADS	.00	10,000.00	.00	.00	10,000.00	.00
589		**.00**	**10,000.00**	**.00**	**.00**	**10,000.00**	**.00**
1200 ROAD AND BRIDGE		**.00**	**27,300.00**	**.00**	**.00**	**27,300.00**	**.00**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
3-1312-431-00-123-587-0-731	RAMIREZ SUBDIVISION-ROADS	.00	37,766.71	.00	.00	37,766.71	.00
3-1312-431-00-123-587-0-733	RAMIREZ SUBDIVISION-DRAINGE DITCHES	.00	26,466.85	.00	.00	26,466.85	.00
587		**.00**	**64,233.56**	**.00**	**.00**	**64,233.56**	**.00**
3-1312-431-00-123-588-0-731	RAMIREZ SUBDIVISION #2-ROADS	.00	37,917.18	.00	.00	37,917.18	.00
3-1312-431-00-123-588-0-733	RAMIREZ SUBDIVISION #2-DRAINGE DITCHES	.00	41,700.00	.00	.00	41,700.00	.00
588		**.00**	**79,617.18**	**.00**	**.00**	**79,617.18**	**.00**
3-1312-431-00-123-589-0-731	RAMIREZ SUBDIVISION #3-ROADS	.00	55,289.04	.00	.00	55,289.04	.00
3-1312-431-00-123-589-0-733	RAMIREZ SUBDIVISION #3-DRAINGE DITCHES	.00	36,138.55	.00	.00	36,138.55	.00
589		**.00**	**91,427.59**	**.00**	**.00**	**91,427.59**	**.00**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**235,278.33**	**.00**	**.00**	**235,278.33**	**.00**
3 YEAR 2013		**.00**	**262,578.33**	**.00**	**.00**	**262,578.33**	**.00**

AI-38515 **Closed Session 21. C.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Steve Crain **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Civil Action No. 7:12-cv-00502; Carla Davis v. Hidalgo County, Texas; In the United States District Court for the Southern District of Texas McAllen Division

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/01/2013 09:25 AM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Angela Garcia Started On: 04/30/2013 01:20 PM

Final Approval Date: 05/03/2013

AI-38510 **Closed Session 21. D.**

CC REGULAR

Meeting Date: 05/07/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Odette Prado

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/30/2013 11:50 AM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Aida Alvarez Started On: 04/30/2013 11:10 AM

Final Approval Date: 05/03/2013

AI-38512 **Closed Session 21. E.**

CC REGULAR

Meeting Date: 05/07/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Daniel Silva

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/30/2013 11:50 AM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Aida Alvarez Started On: 04/30/2013 11:17 AM

Final Approval Date: 05/03/2013

AI-38550 **Closed Session 21. F.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Ernesto Hernandez and Angelica Hernandez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/02/2013 08:04 AM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Monica Badillo Started On: 05/01/2013 02:28 PM

Final Approval Date: 05/03/2013

AI-38516 **Open Session 22. C.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted For: Steve Crain **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:12-cv-00502; Carla Davis v. Hidalgo County, Texas; In the United States District Court for the Southern District of Texas McAllen Division

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/01/2013 09:25 AM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Angela Garcia Started On: 04/30/2013 01:22 PM

Final Approval Date: 05/03/2013

AI-38511 **Open Session 22. D.**

CC REGULAR

Meeting Date: 05/07/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Odette Prado

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/30/2013 11:50 AM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Aida Alvarez Started On: 04/30/2013 11:16 AM

Final Approval Date: 05/03/2013

AI-38513 **Open Session 22. E.**

CC REGULAR

Meeting Date: 05/07/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Daniel Silva

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/30/2013 11:50 AM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Aida Alvarez Started On: 04/30/2013 11:19 AM

Final Approval Date: 05/03/2013

AI-38551 **Open Session 22. F.**

CC REGULAR

Meeting Date: 05/07/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Ernesto Hernandez and Angelica Hernandez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/02/2013 08:04 AM
Purchasing Department	Monica Badillo	05/03/2013 05:16 PM

Form Started By: Monica Badillo Started On: 05/01/2013 02:30 PM

Final Approval Date: 05/03/2013

From:	Josephine L. Ramirez
To:	valde.guerra@co.hidalgo.tx.us; "Monica Badillo"
Cc:	"Yolanda Chapa"; victor.garza@da.co.hidalgo.tx.us; rene.guerra@da.co.hidalgo.tx.us
Date:	Friday, May 03, 2013 11:38:45 AM
Attachments:	Biometic Electronic Clock Policy - draft.docx Public Accountability Policy - draft.docx FLSA Non-Covered Employees - draft.docx

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Attached are the proposed policies to address the following: 1)the biometric time clock; 2)the public accountability issue; and/or 3) the option of a modified policy on leave for FLSA Exempt employees.

Please present these as the three options for discussion on Tuesday's agenda.

Thank you,

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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