



TEXAS SOUTHMOST COLLEGE DISTRICT  
THE UNIVERSITY OF TEXAS AT BROWNSVILLE and TEXAS SOUTHMOST COLLEGE

80 Fort Brown • Brownsville, Texas 78520 • (956) 882-3879 • Fax: (956) 882-8811 • <http://blue.utb.edu/vppa>

**Board of Trustees**

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*Adela G. Garza*

*Chester Gonzalez*

*Rosemary Breedlove*

*René Torres*

Official Notice of the

**Texas Southmost College District  
Regular Meeting**

for  
**March 26, 2009**

Posted

March 23, 2009

**UTB/TSC President**

*Juliet V. Garcia, Ph.D*

**AGENDA**

The Board of Trustees of the Texas Southmost College District will convene **Thursday, March 26, 2009, at 5:30 p.m.** in the Gorgas Board Room of Texas Southmost College, 80 Fort Brown, Brownsville, Texas 78520.

**Call to Order**

**1 Announcements**

**Master** Chorale Returns from Rome

**2 Speakers to Agenda Items and  
Public Discussion**

**3 Acceptance of Gift and Resolution**  
Consideration and possible action on:

**Adoption** of Resolution Naming The Arts Center Grand Piano Room the "Bernice and Ruben Edelstein Grand Piano Room"

ACCEPTED FOR FILING  
MAR 23 2 17  
CAMPBELL COUNTY

**4 Executive Session**

as provided by Government Code,  
Chapter 551.071 & .072

**Real Estate**

**Contract** and Resolution for Purchase of  
Fort Brown Villa Condominiums Unit  
1015, Type D, Bldg. 1, Phase I,  
Brownsville, Texas.

**Contract** and Resolution for Purchase  
of Lot 4, Block 11, Colonia Alta Vista  
Subdivision, Brownsville, Texas.

**Legal Matters**

**5 Consideration and possible  
action on matters discussed in  
Executive Session**

**Real Estate**

**Contract** and Resolution for Purchase of  
Fort Brown Villa Condominiums Unit  
1015, Type D, Bldg. 1, Phase I,  
Brownsville, Texas.

**Contract** and Resolution for Purchase  
of Lot 4, Block 11, Colonia Alta Vista  
Subdivision, Brownsville, Texas

**Legal Matters**

**6 Board Briefing**

**Students Discover a New Pulsar**  
Dr. Fredrick Jenet,  
Associate Professor, Physics &  
Astronomy

**7 Approval of minutes of  
previous meetings**

Consideration and possible action on:

**Regular** Meeting, February 19, 2009

**8 Physical Facilities Committee**

Consideration and possible action on:

**Report**

**Award** of a Contract to Industrial Audio/Video Inc., for Equipment and Installation for Audio Visual Equipment Controls for the Classroom Building, New Library, and the Center for Early Childhood Studies

**Award** of a Contract to Purchase and Install Fixed Audience Seating for the Arts Center Project

**Award** of a Contract to Jimmy Closner & Sons Construction Co., Inc., for Construction of the Recreation, Education and Kinesiology Center Parking Lot

**Amendment** to the Project Management Services Agreement with Broaddus & Associates

**9 Business Affairs Partnership Committee**

Consideration and possible action on:

**Report**

**Authorization** for Disposition of Items at Annual Auction

**Approval** of Purchase of Computer Equipment for the Architecture Lab at ITEC Center through TCPN Contract 9914760 R4717

**Approval** of Proposal for General Property Insurance

**Approval** of Payment to UT System for Participation in the Comprehensive Property Protection Plan for Fire and All Other Perils and Named Windstorm and Flood Coverages

**10 Academic Affairs Partnership Committee**

Consideration and possible action on:

**Report**

**Approval** of New Academic Program

**11 Construction Report**

**Commissary** Building, Newman Center, Commandant's Quarters, Rusteberg Paseo, Amphitheater Parking Lot, Cavalry Renovation, Ringgold Sidewalk, REK Center, Center for Early Childhood Studies, Library, Classroom Building, Arts Center

**12 President's Report**

**Chancellor** Visits UTB/TSC, Texas Education Agency Division of Educator Standards Compliance Visit Completed, Spring Distinguished Lecture Series Featuring Attorney Hind Kabawat, UTB/TSC Scorpion Baseball Team to Play UTPA

**13 Proposed Meeting Dates**

Board Meetings:  
**Thursday**, April 23, 2009  
**Thursday**, May 14, 2009  
**Thursday**, June 18, 2009

**Adjournment**



THE STATE OF TEXAS §

COUNTY OF CAMERON §

TEXAS SOUTHMOST COLLEGE DISTRICT

RESOLUTION

**WHEREAS**, Ruben and Bernice Edelstein are outstanding friends of The University of Texas at Brownsville and Texas Southmost College; and

**WHEREAS**, Ruben and Bernice are strong advocates for students through their support of endowed scholarships and programs that benefit students and the community; and

**WHEREAS**, Ruben and Bernice Edelstein are dedicated to the development of the fine arts in the community and believe strongly that all people should have the opportunity to experience high quality education, performances and programming; and

**WHEREAS**, Music education and the visual and performing arts at The University of Texas at Brownsville and Texas Southmost College and in the Rio Grande Valley will be nurtured in The Arts Center for many years to come;

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Texas Southmost College District that the Grand Piano Room in The Arts Center will be named

“The Bernice and Ruben Edelstein Grand Piano Room”

**ADOPTED** this 26th day of March 2009.

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David Oliveira  
Chair, Board of Trustees

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Roberto Robles, M.D.  
Secretary, Board of Trustees

## **Texas Southmost College District**

### **Minutes of the Regular Meeting of the Board of Trustees**

February 19, 2009

The Board of Trustees of the Texas Southmost College District convened in open session on February 19, 2009, at 5:30 p.m., in the Board Room of Gorgas Hall, Texas Southmost College. Board members present were David Oliveira, Chair, Eduardo A. Campirano, Vice Chair, Chester Gonzalez, René Torres, Rosemary Breedlove and Adela G. Garza. Absent was Dr. Roberto Robles, Secretary. Also present was Dr. Juliet V. García, President of The University of Texas at Brownsville and Texas Southmost College.

#### **Call to Order**

The meeting was called to order by Chairman Oliveira at 5:40 p.m.

#### **1. Announcements**

##### **Introduction of New Directors**

Dr. García called on Dr. Charles Dameron, Vice President for Academic Affairs. Dr. Dameron introduced three new Directors in the Division of Academic Affairs, Claudia Heimmerrmann, Director of Academic Advising, Michael Putegnat, Director of The Institute for Public Service, and James Telese, Director of The Center for Teaching and Learning. He gave a brief biography on each Director. The new Directors then described their roles at UTB/TSC.

##### **Introduction of Interim Appointments**

Dr. García then introduced three interim appointments: Dr. Antonio Zavaleta, Interim Provost, Dr. Luis Colom, Interim Vice President for Research, and Ben Reyna, Interim Governmental Relations. She provided a brief biography of each individual, and thanked them for their continued service to the University.

## 2. Speakers to the Items and Public Discussion

There were no speakers.

## 3. Acceptance of Gift and Resolution

### **Consideration and possible action on adoption of resolution naming The Arts Center Box F The Keppel AmFELS, Inc. Box**

Dr. Ruth Ann Ragland, Vice President for Institutional Advancement, announced the acceptance of a gift from the President and CEO of Keppel AmFELS, Mr. G. S. Tan. She provided a brief biography of the company noting it has been a community leader in promoting education, economic development, community service, and the fine arts. Dr. Ragland then introduced Mr. Tan, who thanked the Board for the opportunity to make this important contribution. Mr. Oliveira read a resolution honoring Keppel AmFELS, Inc., and presented the resolution and a framed portrait of The Arts Center to him.

**A motion was made by Mr. Campirano to adopt the resolution naming The Arts Center Box F, "The Keppel AmFELS, Inc. Box" as presented. The motion was seconded by Mr. Gonzalez and carried unanimously.**

*Exhibit "A"*

## 4. Executive Session

**Real Estate**

as provided by Government  
Code, Chapter 551.071,072

**Contract** and resolution for purchase  
of Fort Brown Villas Condominium  
Unit 4009, Type D, Building 4, Phase  
I, Brownsville, Texas

**The Board convened in Executive Session at 6:15 p.m.**

**The Board reconvened in Regular Session at 6:55 p.m.**

## **5. Consideration and possible action on matters discussed in Executive Session**

### **Contract and resolution for purchase of Fort Brown Villas Condominium Unit 4009, Type D, Building 4, Phase I, Brownsville, Texas**

**A motion was made by Mr. Gonzalez to approve the earnest money contract and resolution for the acquisition of Fort Brown Villas Unit 4009 in the amount of \$45,000 as presented. The motion was seconded by Ms. Breedlove and carried unanimously. Exhibit "B"**

## **6. Board Briefing**

Dr. García introduced Dr. José Martín, Provost, to give a presentation on the University's ten year vision that was formulated in 2002. Dr. Martín reported on the goals set at that time, and what has happened since. He stated that even though the words have changed, the key concepts have not. He described how UTB/TSC has already achieved many of the goals that were envisioned, and believes UTB/TSC to be on track to accomplish most of them.

Mr. Oliveira recognized Dr. Martín for his leadership in all aspects of his work at UTB/TSC. Mr. Oliveira commended Dr. Martín for being a distinguished engineer, professor, friend, and valued colleague. On behalf of the TSC Board of Trustees, Mr. Oliveira presented Dr. Martín with a diploma designating him *Provost Emeritus, summa cum laude*, for his distinguished service to the Board and UTB/TSC.

## **7. Approval of Minutes of Previous Meeting**

### **Consideration and possible action on Minutes of Regular Meeting on January 13, 2009**

**A motion was made by Mr. Campirano to approve the Minutes of the Regular Meeting on January 13, 2009. The motion was seconded by Mr. Torres and carried unanimously.**

## **8. Bond Projects**

### **Consideration and possible action on Approval of a Change Order to RGV Paint Center and Construction, Inc. for the Center for Early Childhood Studies**

Mr. Oliveira called on Ms. Veronica Mendez, Assistant Vice President for Planning and Construction, to present this item. Ms. Mendez stated that RGV Paint Center and

Construction was selected on March 27, 2008, through competitive sealed proposal method. During the process of construction, there have been design changes above and beyond the original scope of work. An additional fire lane and gates were added at the playground area, grasscrete was used so the drive can remain part of the playground. In addition, a new water line connection was necessary, requiring bore under University Blvd. Ms. Mendez recommended that a Change Order be incorporated to the contract with RGV Paint Center and Construction in the amount of \$93,960.80, and that additional scope of work be added to the contract.

**A motion was made by Mr. Gonzalez to Approve a Change Order to the contract with RGV Construction and authorize the Assistant Vice President for Planning and Construction to execute the change order in the amount of \$93,960.80. The motion was seconded by Ms. Breedlove and carried unanimously. Exhibit "C"**

## **9. Business Affairs Partnership Committee**

### **Report**

#### **Consideration and possible action on Adoption of resolution granting certain tax exemptions to certain historic sites under the 2009 Heritage Plan**

Mr. Gonzalez reported that this request is in keeping with our community university's interest and commitment to the restoration and preservation of historic properties in Brownsville. This is the 22<sup>nd</sup> year that the City of Brownsville is requesting that the Board of Trustees adopt a resolution granting tax exemptions to certain historic sites under the Heritage Plan.

**A motion was made by Mr. Gonzalez to adopt a resolution granting certain tax exemptions to certain historic sites under the 2009 Heritage Plan as presented. The motion was seconded by Ms. Breedlove and carried unanimously. Exhibit "D"**

#### **Report on Annual Financial Report for TSC Foundation, Inc., for fiscal year ending August 31, 2008**

Mr. Gonzalez called on Ms. Melba Sanchez, Assistant Vice President for Finance. She reported that the by-laws for the TSC Foundation, Inc., require that the Annual Financial Report be presented to the TSC Board for informational purposes. The Foundation's audit resulted in no findings and an unqualified opinion. The Annual Financial Report for the TSC Foundation, Inc., was accepted by the Board of Directors at their annual meeting on December 11, 2008.

No action was taken.

### **Consideration and possible action on Bid for Construction of Parking Lot Addition at 21<sup>st</sup> Street**

Mr. Gonzalez reported that the lowest bid was from R&R Paving in the amount of \$51,875.50, which is under the engineer's estimate of \$70,000. This new parking lot will have 26 spaces and will be located across Ridgely Road from the computer wing of the Science and Engineering Technology Building.

**A motion was made by Mr. Gonzalez to award the bid for the construction of the 21<sup>st</sup> street parking lot to R&R Paving in the amount of \$51,875.50. The motion was seconded by Mr. Torres and carried unanimously. Exhibit "E"**

### **10. Institutional Effectiveness Partnership Committee**

#### **Report**

René Torres reported that the Institutional Effectiveness Partnership Committee met on Tuesday, February 17, 2009.

The committee discussed "Closing the Loop: Strategic Planning, Assessment, and Quality Improvement," a document based on the Plan/Do/Check/Act cycle as applied to institutions of higher education. Each committee member was provided a copy of *Imagining More*, the UTB/TSC 2008-2012 Strategic Plan. The plan is intended both as an historical standard and as a practical tool allowing us to foster, evaluate, and benchmark effectiveness. The idea was that the document would be used as an organizing framework for the Committee's work.

Mr. Torres reported that this process was started by clarifying one of the elements of the acronym "READS," which encompasses our five strategic goals. The "R" in "Reads" stands for: "To Expand Knowledge Through Research." The four strategic directions identified to foster this goal were discussed.

The "E" in READS stands for: "To promote Excellence in Teaching and Learning." One of the strategic directions in this area involves developing and implementing innovative teaching programs. A report was presented on the ongoing effort to implement a Quality Enhancement Plan (QEP). The name of our QEP is "The Power of Two." The QEP links courses in English Composition with other general education core courses, starting with Biology.

To establish a culture of evidence at UTB/TSC, we must "close the loop" with assessment and quality improvement. Our Continuous Improvement Plan provides procedures for evaluating effectiveness in academic, administrative, and student support units. It was recommended that future meetings continue to emphasize specific strategic goals, followed by discussions of strategic directions, activities, and assessment and quality improvement processes.

## 11. Construction Report

*Dr. Pearson reported the following:*

- Renovations at the Newman Center are progressing. Metal doors are being installed and the sheetrock taping, and floating are completed.
- Work continues on the Commissary Building. The beams have been sandblasted and will be stained. The sheetrock has been installed and textured. The second floor windows have been installed, as well as the new air conditioning units.
- Sabal Palm Preservation continues around campus. Palm trees have been planted next to the new campus police building and along the paseo near Rusteberg Hall.
- Work on the Commandant's Quarters continues. Work on the front porch is beginning with placing the brick footings around the structure.
- At the Rusterberg building all of the asphalt and concrete have been removed to create a more aesthetically pleasing area. New paver walkways and landscaping have been designed and will be installed shortly.

*Ms. Mendez reported the following:*

- Work on the REK Center is progressing and the project is nearing completion. The windows are being installed in the social space. Sidewalks and landscaping continue around the building. Installation of exterior light fixtures continues. Work on the swimming pool continues and is almost complete. Work inside the gym is complete.
- Work at the Center of Early Childhood Studies is scheduled for substantial completion at the end of April. The casitas will each be painted a different color. The drywall and overhead systems are complete. The roof and porches are now being installed.
- Work continues at the New Library. The mural site will have a stucco finish while waiting for the fabrication and installation of the mural tile.
- Progress continues in the Classroom Building. The overhead systems are complete inside the structure, and the colored concrete has been poured on the first and second floors.
- Work continues at the Arts Center. Fireproofing for the steel beams has been completed. The brick is being installed, and framing inside the facility continues.

## 12. President's Report

*Dr. García reported the following:*

- Dr. García expressed her appreciation to Mr. Sessia Wynche, Associate Professor in the College of Science, Mathematics and Technology. Mr. Wyche

is the director of computer-directed instruction at the College of Science, Mathematics and Technology, yet his teaching extends well beyond college. He also helps inmates and juvenile offenders in Cameron and Willacy counties to solve the equations of their spiritual lives. Mr. Wyche is a prime example of making a difference in our community.

- On January 23, 2009, several Texas legislators learned firsthand about UTB/TSC's accomplishments and our community's growing need for higher education. The Rio Grande Valley Legislative Tour included more than 50 legislators from throughout the state. Speaker of the House Rep. Joe Straus made the trip to our region for the first time since being elected in January as the House leader for the 81<sup>st</sup> Legislative Session. Chairman David Oliveira took the opportunity to talk about the creation of our University and the need for help from the state to accommodate student growth.
- On February 14, 2009, UTB/TSC commemorated the agreement reached with the Department of Homeland Security by planting seeds for hope. More than 350 people joined in planting jasmine vines along the security fence located behind the Scorpion Baseball Field. Mr. Tan, of Keppel AmFELS, was present. Keppel AmFELS donated the funds that were used to buy the plants the vines.
- In a recent letter from the Texas Higher Education Coordinating Board, UTB/TSC received notice that our Doctor of Education degree in Curriculum and Instruction is making good progress. Enrollment projections have been met, which is helping Texas meet its "Closing the Gap" goals. The program is within budget, and faculty scholarship in referred journals and other scholarly publications was noted as being commendable. Dr. García congratulated Dr. José Martín, Provost, Dr. Charles Dameron, Vice President for Academic Affairs, Dr. Miguel Escotet, Dean of the School of Education, Dr. Reynaldo Ramirez, Chair of Curriculum & Instruction, Dr. Bobette Morgan, Director of the program, as well as all faculty and staff of the department.
- The 11<sup>th</sup> Annual UTB/TSC Research Symposium will be held on March 27, 2009, the top winners of the Region One Science Fair from local high schools and middle schools. The keynote speaker will be Dr. Thomas Goka from the University of Texas Health Science Center at Houston. Dr. Goka serves as the Assistant Dean for Outreach and Minority Affairs and wants to reach out to encourage our students to continue their education. This year's participation from the following disciplines: Biological and Health Sciences, Education and Business, Engineer and Technology, Physical and Mathematical Sciences and Humanities and Social Sciences, as well as Dr. García congratulated Sandra Gerace, Special Projects Coordinator for the Minority Biomedical Research Support, Research Initiative for Scientific Enhancement (MBRS-RISE) Program, and faculty and staff for their outstanding work on behalf of our students.



**13. Proposed Meeting Dates**

**Friday & Saturday,**  
February 19-20, 2009  
**Thursday,** March 26, 2009  
**Thursday,** April 23, 2009  
**Thursday,** May 21, 2009  
**Thursday,** June 18, 2009

**Adjournment**

The meeting was adjourned by Chairman Oliveira at 8:15 p.m.

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Mr. David G. Oliveira  
Chairman, Board of Trustees

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Roberto Robles, M.D.  
Secretary, Board of Trustees

Draft

**NOTE:** The tape of the Regular Board of Trustees meeting held on February 19, 2009 is on file at the District Office of the Texas Southmost College District. The master tape is on file at the UTB/TSC Media center. These minutes were taken and transcribed by Max E. Roca, Administrative Secretary. Videotaping of the Board of Trustees' meetings began on April 11, 1996. They are aired on Channel KBSD in cooperation with the Brownsville Independent School District.



# TEXAS SOUTHMOST COLLEGE DISTRICT

## BOARD AGENDA REQUEST FORM

<b>Department/Division:</b> Office of Planning and Construction / Partnership Affairs.	<b>Board Meeting Date:</b> March 26, 2009
<b>Agenda Item:</b> Consideration and possible action on a contract award to Industrial Audio/Video Inc. for equipment and installation of audiovisual equipment controls for the Classroom Building, New Library and Center for Early Childhood Studies.	
<b>Rationale/Background:</b> As the construction phase for the Classroom Building, New Library and Center for Early Childhood Studies continues, it is time to plan for installation of audio visual and sound equipment throughout each facility. A request for proposals to install an audio visual and sound equipment package was issued according to Texas Southmost College Board policies for purchasing bids. Proposals were received and evaluated March 4, 2009. The scope of work includes the installation of an integrated audio visual package for ten classrooms, three conference rooms, one multipurpose room and one observation room throughout the three facilities. In addition a fully integrated sound system is required for the New Library. The proposal amount of \$104,068 is composed of the base bid and alternates one through six that include all equipment and labor for the three facilities. The breakdown for each facility is as follows: Classroom Building Project Technology Budget: \$57,578.70 New Library Project Technology Budget : \$38,352.50 Center for Early Childhood Studies Technology Budget: \$ 8,136.80 A recommendation will be presented to the Texas Southmost College Board of Trustees Physical Facilities Committee at their meeting on March 25, 2009.	
<b>Recommended Action:</b> Motion to accept a proposal from Industrial Audio/Video, Inc. in the amount of \$104,068 and authorize the Assistant Vice President for Planning and Construction to execute the contract.	
<b>Fiscal Implications:</b> Budgeted Item: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If no, explain:	
<b>Attachments (List):</b> 1. Evaluation Committee Recommendation Letter 2. Evaluation Matrix 3. Proposal Tabulation 4. Recommended Proposal	

<b>FOR OFFICE USE ONLY:</b>
<b>Board Action:</b> Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Tabled for action on: _____
<b>Certified by:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____



OFFICE FOR PLANNING AND CONSTRUCTION  
THE UNIVERSITY OF TEXAS AT BROWNSVILLE and TEXAS SOUTHMOST COLLEGE

Lucena Building • 1301 E. Madison • Brownsville, Texas 78520 • (956) 882-4313 • Fax (956) 882-4316

To: Ms. Veronica Mendez  
Assistant Vice President for Planning and Construction

From: Ms. Linda Ufland  
Operations Manager for the Office of Planning and Construction

Date: March 25, 2009

Subject: Purchase of Audio Visual Equipment Controls

Project: Classroom Building, New Library and Center for Early Childhood Studies

Please accept this letter of recommendation to award a contract to install audio visual equipment controls for the Classroom Building, New Library and Center for Early Childhood Studies to Industrial Audio/Video, Inc.

A Request for Proposal was issued by the Office for Planning and Construction. The proposal outlines general requirements, specifications, drawings and scope of work for the audio visual and sound system design and installation. Advertisements were published on February 9, 2009 and February 16, 2009. Proposals were received on March 6, 2009.

Responses were received from the following companies:

- Industrial Audio/Video, Inc.
- TAVCO
- Chivas Engineering

Proposals have been carefully reviewed and evaluated by Mr. Richard Camargo, Director of Media Services, Ms. Diana Bravo-Gonzalez, Bond Project Manager Broaddus & Associates, Ms. Patricia G. Sanchez, Senior Buyer and myself. We have checked inclusion of all equipment and scope of work. Based on the evaluation results, we determined that Industrial Audio/Video, Inc. is the best qualified respondent to this request for proposal. Attached is the evaluation matrix with scores results from the committee members.

It is the evaluation committee's recommendation to award the contract to install audio visual equipment controls for the Classroom Building, New Library and Center for Early Childhood Studies to Industrial Audio/Video, Inc. from Houston, Texas in the amount of \$104,068.

# Texas Southmost College District

RFP 09-07 Audio-Visual Media System for the Library, Classroom Building  
and Center for Early Childhood Studies

## Evaluation Matrix

Evaluation Team	Industrial Audio Video				TAVCO			
	Vendor Qualifications	Past Performance	Warranty and Service Support	Pricing	Vendor Qualifications	Past Performance	Warranty and Service Support	Pricing
Evaluator 1	2	18	10	60	10	20	10	45
Evaluator 2	0	17	10	60	10	20	10	50
Evaluator 3	0	18	10	60	10	18	10	44
Evaluator 4	3	19	10	60	10	20	10	55
Score	5	72	40	240	40	78	40	194
<b>Total Points</b>	<b>357</b>				<b>352</b>			
Evaluation Team	Chivas Engineering							
	Vendor Qualifications	Past Performance	Warranty and Service Support	Pricing				
Evaluator 1	10	15	10	35				
Evaluator 2	10	14	10	40				
Evaluator 3	10	16	10	37				
Evaluator 4	10	17	10	50				
Score	40	62	40	162				
<b>Total Points</b>	<b>304</b>							

# Texas Southmost College District

RFP 09-07 Audio-Visual Media System for the Library, Classroom Building  
and Center for Early Childhood Studies

## Proposal Tabulation

Newspaper Advertisement: Monday, February 9 and 16, 2009

Pre-Proposal Conference: Wednesday, February 18, 2009

Proposals due on: Friday, March 6, 2009

	Bidders Name	Bond (Y/N)	Add 1 Rec'd	Add 2 Rec'd	Add 3 Rec'd	Proposal Amount	ALTERNATES	
							Library Third Floor Study Rooms ALTERNATES #1-5	Addition of Foreground and Background Music Systems for the PA System ALTERNATE #6
1	Industrial Audio Video	Y	Y	Y	Y	\$ 93,341.00	\$ 1,912.00	\$ 1,167.00
2	TAVCO	Y	Y	Y	Y	\$ 126,581.57	\$ 2,214.05	\$ 6,462.14
3	Chivas Engineering	N	Y	Y	Y	\$ 153,685.25	\$ 3,033.18	\$ 2,522.17

March 4th 2009

Patricia G. Sanchez  
Senior Buyer  
Texas Southmost College  
Office of Planning and Construction  
1301 E. Madison St.  
Brownsville, TX 78520

Ref: RFP NO, TSC RFP09-07 AUDIO-VISUAL MEDIA for the LIBRARY, CLASSROOM BUILDING and CENTER FOREARLY CHILDHOOD STUDIES

Dear Patricia Sanchez:

Industrial Audio/Video Inc. is pleased to submit this RFP to supply and install AudioVisual Media System for the Library, Classroom Building and Center for Early Childhood Studies.

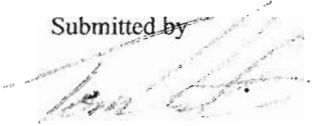
Industrial Audio/Video Inc. is uniquely qualified to provide the technical expertise and the professional experience that will be required to complete the project. We were the dealer that worked hand to hand with Richard Camargo in your Media Services Department in designing and installing the first Extron Pole Vault system that the University has now standardized on for it's classrooms. Industrial Audio/Video Inc. is a platinum level reseller of Extron products. I am one of a handful of dealers that has been on site assisting the Media Services Department with their requirements for the last 15 years. Please review our company alliances and certifications.

Our company has integrated distance learning, presentation systems and classrooms for such clients as University of Texas in Austin, University of Texas-Pan Am, University of Houston, Main Campus and Downtown campus, Houston Community College, UTMD Anderson Cancer Center, Texas Southern University and Exxon Mobil. We worked with your University in designing and installing over 30 classrooms when the Education & Business Complex was being constructed in 2005. References are included in these submittals as required.

Statement of Understanding:

Industrial Audio/Video, Inc. has read, understands and will comply with all the contractual requirements that were detailed in the Request for Proposal. In this document we have included all the requested information, required forms and documents. We have also studied the specifications of the project, attended the pre-bid meeting, acknowledge receipt of addenda. We accept your evaluation process and look forward to providing the best value proposition to Texas Southmost College.

Submitted by



Tom Austin, CTS  
Senior Account Manager  
Industrial Audio/Video Inc.

**PRIOR WORK HISTORY** Industrial Audio/Video, Inc. projects completed.

Ref. #	Project Name & Location	Project Description	Contact Name, Phone, E-mail	Complete Date (mm/yy)	Est. Cost
1	UT Brownsville Brownsville, TX	Installed audio, video, and control system for new Education & Business complex. Included over thirty classrooms w/ projectors & video conferencing capability. Furnished and designed the Special Event Center with audio, video, camera and data control from lecturn and control center.	Dr. Wayne Moore & Richard Camargo 956-882-8801	12/05	\$ 458,000
2	UT Brownsville	Eidman 1 & Rustenburg 205 First to work with Media Services in designing Extron pole vault system for AV classroom systems. Installed and program audio/video presentation equipment. Includes Extron control.	Richard Camargo 956-882-8801	10/07	\$ 40,000
3	Harlingen I.S.D. Harlingen, TX	Designed, installed, and provided training for the districts new TV station. System included complete video studio/edit hardware and studio lighting grid/curtain track. Installed school boardroom facility for viewing, control and recording of events.	James Percey	06/07	\$480,000
4	Cactus Builders, Inc.	Installed audio, video and control system for new distance learning classrooms for School of Health at UT M.D. Anderson Cancer Center.	Ray Marks 713-228-0808 ext 120 rmarks@cactusbuilders.com	01/09	\$430,000
5	ExxonMobil Upstream Research Co. Houston, TX	Installed audio, video, and control system for new training facility. Included ten classrooms w/ dual projectors & wireless annotation, four conference rooms, command center w/ control of every classroom, and display through out new facility. Included AMX and Extron control and programming. Included CAT5 control and digital signage throughout facility.	Ed Novotny – Project Manager Training and Information Services 713-431-4601	09/04	\$ 1,400,000
6	BSRB-3 <sup>rd</sup> Floor Conference Room UTMD Anderson Cancer Center	Installed audio, video and control system for new conference rooms.	Jacky McCarty 713-792-5017 Jmccarty@mail.mdanderson.org	08/06	\$245,000

**Industrial Audio/Video, Inc.  
Maintenance & System  
Support Program  
Specifically Designed For**

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**Texas Southmost College**

TSC RFP 09-97 AV media system for the Library, Classroom Bldg. & Early Child Rms.

*Industrial Audio/Video, Inc. (IAV)  
is pleased to offer Texas Southmost College our expert  
services for post installation support  
for the TSC RFP 09-97 project. We are  
committed to your needs and  
requirements TODAY as well as the  
FUTURE.*

*We are committed to  
aggressively solving your system needs,  
whether it is by diagnosing and  
repairing on-site, in our fully equipped  
service center, or facilitating repairs at  
the manufacturer's service center.*

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INDUSTRIAL AUDIO/VIDEO, INC.  
2617 BISSONNET ST.  
HOUSTON, TEXAS 77005  
TEL (713) 535-2351 ☎ FAX (713) 524-2823

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# **INTRODUCTION**

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This **IAV** Maintenance/System Support Program is designed to provide you with a complete cost effective service coverage package. This document reviews the services covered and the options provided during the program period. We at IAV strongly feel that proper maintenance is essential for owner satisfaction and optimum system performance.

## **MAINTENANCE/SYSTEM SUPPORT POLICY PERIOD**

The IAV Maintenance/System Support Program is designed to reduce the risk of product or system failure. IAV will make every reasonable effort to see that the system/equipment performs as closely to published specifications as possible.

The IAV System Warranty and the manufactures equipment warranties, begin upon substantial completion of the installation by IAV. If the customer or a third party performs the installation the warranty periods commence upon the delivery of goods.

The period of the System (workmanship) Warranty is one year from the date of substantial completion. The manufacturers of the equipment dictate the equipment warranties. The warranties from these manufacturers vary in length and coverage. The specific warranties by manufacturer and model are covered in the IAV System close out documentation or contained in the box with your equipment purchase.

IAV is pleased to offer a program that will help to offset the costs of repair after the manufacturers warranty expires through our Maintenance & Support Program. People trained in all aspects of diagnostics and repair support this program. Our Service and Support Options allow you to tailor the level of support to your needs. These options are explained in the pages that follow. If you have any questions, please call us at (713)-535-2351, direct telephone number to the IAV support department.

# Standard Service/Support Agreement

## Schedule of Services

<b>Telephone Support:</b>	Five days a week Monday through Friday, normal business hours, 8:00 am – 5:00 pm.
<b>Priority Response Time Range:</b>	Two to four working hours following receipt of a service call. An authorized person must place the call.
<b>Response Status:</b>	Priority response.
<b>Preferred Parts Coverage:</b>	All parts are discounted 5% as part of this plan if not under warranty.
<b>Preferred Labor Coverage:</b>	All labor is discounted 5% under this plan if not under warranty.
<b>Loaner:</b>	If our field technicians are not able to repair a piece of faulty equipment in a timely fashion, then we will replace it with a loaner, <u>if available</u> , to keep your system up and running. The malfunctioning equipment will be repaired at our facility or shipped to the manufacturer for repair and returned to your site accordingly.
<b>Items Not Covered:</b>	Damage caused by misuse, abuse, accident, disaster, fire, flood, water, wind, lightning, and Acts of God are not covered by this Agreement.

## **WARRANTY TERMS AND DEFINITIONS**

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### **TELEPHONE SUPPORT/PRIORITY RESPONSE**

During normal business hours (8 AM to 5 PM Central Time, Monday through Friday), you simply dial our main telephone number and ask for the support department. Our service coordinator will connect you to the proper engineer/technician in a timely fashion.

### **PREVENTATIVE MAINTENANCE VISITS - OPTIONAL**

Most manufacturers recommend quarterly maintenance (on site) to insure that your equipment is performing as close to manufacturer's specification as possible. These visits will also allow us to evaluate your equipment in order to anticipate mechanical and/or electronic failures so that during down time repairs can be scheduled. This will help to avoid stressful last minute system failings getting ready for that important meeting.

### **LOANER EQUIPMENT**

With our Standard Service/Support Agreement if you have a hardware failure that lasts longer than 72 hours IAV will provide you with a replacement piece while your equipment is being repaired **if it is available**.

## **Equipment To Be Covered**

All equipment sold by Industrial Audio/Video, Inc. for

TSC RFP 09-97 AV media system for the Library, Classroom Bldg. & Early Child Rms.

Exhibit A

**PRICING PROPOSAL FORM**

To: Texas Southmost College  
Office for Planning and Construction  
Brownsville, Texas 78520

**Audio-Visual Media System for the Library, Classroom Building and Center for Early Childhood Studies.**

Proposals are due: Tuesday, March 3, 2009 at 2:00 PM at the TSC Office for Planning and Construction, 1301 E. Madison, Lucena House; Brownsville, TX 78520.

Note: Mark outside of envelope:

Proposal For: Audio-Visual Media System for the Library, (title of project)  
Classroom Bldg. & Center for Early Childhood Studies

I have received the documents titled Audio-Visual Media System for the Library, Classroom  
(title of project) and drawings dated 2-9-09 Bldg. & Center for Early Childhood Studies

I have received Addenda No. (s) 1, 2 & 3, and I have included their provisions in my bid. I have examined both the documents and the site.

In submitting this bid, I agree:

1. To hold price open for a period of ninety (90) days after the Proposal Opening date.
2. To accept the provisions of the Instructions to Bidders regarding dispositions of the Bid Security.
3. To enter into and execute a Contract with the Texas Southmost College, if awarded on the basis of the Proposal, and to furnish Bonds if required, in accordance with the owners requirements and Instructions to Bidders.
4. To accomplish the work in accordance with the Specifications and Drawings provided
5. To commence installation work on the following estimated dates:  
  
Classroom Building: April 30, 2009  
Center for Early Childhood Studies: April 30, 2009  
Library: May 30, 2009
6. To complete the work within thirty (30) calendar days after Notice to Proceed for each project.

Exhibit A

In compliance with the above, I propose to perform all work required for the described project scope of work as follows:

<b>Library</b>		
<b>Room</b>	<b>Description</b>	<b>Cost</b>
1.200	Internet Café Area	\$ 8223
3.102	Conference Room	\$ 3878
3.312	Conference Room	\$ 3878
2.206	Open Space	\$ 2380
N/D	Public Announcement System	\$ 6721
	Subtotal	\$ 25,080
<b>Classroom Building</b>		
1.102	Large Classroom	\$ 4844
1.106	Large Classroom	\$ 4844
1.110	Large Classroom	\$ 4844
1.104	Extra Large Classroom	\$ 4844
1.108	Extra Large Classroom	\$ 4844
1.206	Conference Room	\$ 3878
2.102	Medium Classroom	\$ 4844
2.106	Medium Classroom	\$ 4844
2.110	Medium Classroom	\$ 4844
2.112	Medium Classroom	\$ 4844
2.204	Medium Classroom	\$ 4844
	Subtotal	\$ 52,318
<b>Center for Early Childhood Studies</b>		
113	Multi-purpose room	\$ 3729

Exhibit A

133	Large observation room	\$ 3729
	Subtotal	\$ 7458
	Total	\$ 84,856
	10 % Contingency	\$ 8485

ALTERNATE # 1

Room	Description	Cost
3.104	Study Room	\$ 1912

ALTERNATE #2

3.106	Study Room	\$ 1912
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ALTERNATE #3

3.108	Study Room	\$ 1912
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ALTERNATE #4

3.110	Study Room	\$ 1912
-------	------------	---------

ALTERNATE #5

3.112	Study Room	\$ 1912
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ALTERNATE #6

Library Building	Public Announcement System with Foreground and Background Systems included	\$ 1167
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ALTERNATE # 7 Performance Bond \$ 2,500

In submitting this proposal, I certify that Industrial Audio/Video, Inc. (name of firm) has not been found guilty in a judicial or state administrative agency proceeding for unfair business practices within the year preceding the date of this statement. I further certify that no officer of Industrial Audio/Video (name of firm) has served, within the past years as an officer of another company which has been found guilty in a judicial or state administrative agency proceeding of unfair business practice.

Exhibit A

Respectfully submitted,

  
By: Signature and Title

Industrial Audio/Video, Inc.  
Firm

March 4, 2009  
Date

2617 Bissonnet St.  
Address

Houston  
City

Texas  
State

713-524-1956  
Phone Number

**UT Brownsville - Internet Café**

Extron	PoleVault	PVS 204SA 4 input switcher w/ audio amp	1	\$ 3,486.00	\$ 3,486.00
Extron		PVT RGB data w/ audio UTP transmitter with wall plate	2		included
		PVT CV video w/ audio UTP transmitter with wall plate	1		included
Extron		MLC IR/RS-232-50' cable	1		included
Extron		MLC IR/RS-232-50' projector cable	1		included
Extron		MLC PW/RS-232/VC-50' switcher cable	1		included
Extron		MLC 104 IP Plus DV medialink controller	1		included
Extron		PMK 450 projector mounting kit	1		included
Extron		PCM240 ceiling mount plate	1		included
Extron		PMP 6" proj pole	1		included
Extron		UBP 25 Projector mounting bracket	1		included
Extron		SI 3CLP speaker & 25' spker cable	2		included
Extron		UTP23-4/35 cable	1		included
Extron	VLM100	voice lift microphone	1		included
Sony	slvd380	combo DVD & VHS player	1	\$ 100.00	\$ 100.00
TOA	ZM-9002	Café source select panel (zone 1 & 2 )	2	\$ 42.00	\$ 84.00
TOA	A-9060DH	Digital Matrix/Mixer Amp 2 outs x 70V	1	\$ 659.00	\$ 659.00
TOA	D-001R	Dual Line Input Module	2	\$ 110.00	\$ 220.00
Lowell	C1830-870/	8" coax speaker w/ white grille/bbox/bridge	6	\$ 73.00	\$ 438.00
Apple	Nano	iPod MP3 player	1	\$ 148.00	\$ 148.00
Tascam	CD160MKII	CD/MP3 Player with rackmount	1	\$ 259.00	\$ 259.00
Tascam	TU-690	AM/FM tuner with rackmount	1	\$ 229.00	\$ 229.00
IAV		Installation/freight	1	\$ 2,600.00	\$ 2,600.00
		<b>Total Room</b>			<b>\$ 8,223.00</b>

Theory of operation:

Each zone of the Café will have a wall mounted source select panel IAV plans to house the actual input devices in a rack with paging equipt. and recommend not allowing the students access to the input devices themselves. This can be modified with the University personnel.

Extron system can be mounted on wall or University provided podium

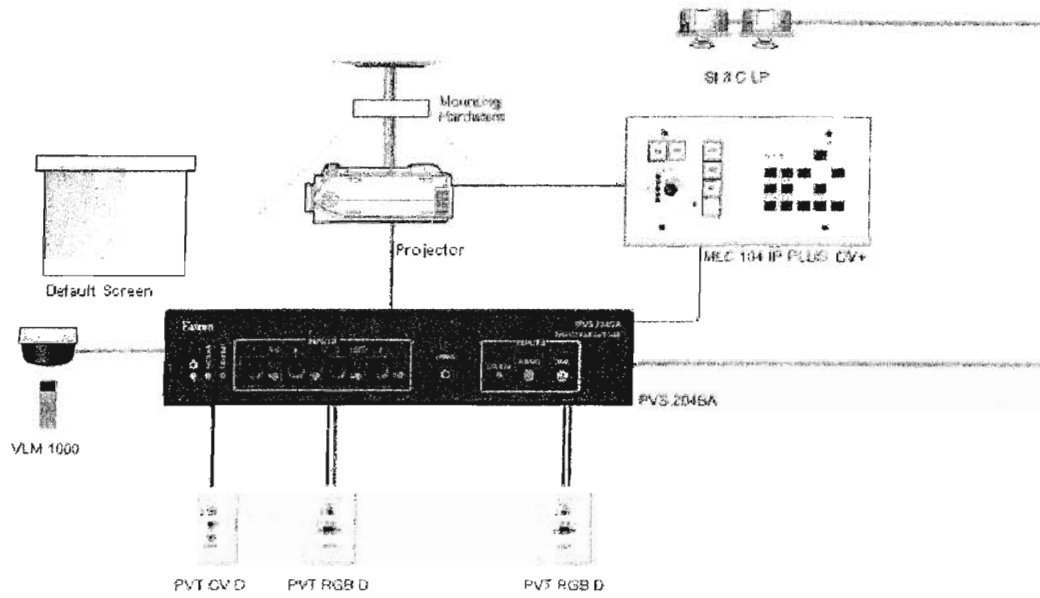


**Extron USA**  
800.633.9876 or 714.491.1500

**Extron Europe**  
+800.3987.6673 or +31.33.453.4040

**Extron Asia**  
+800.7339.7866 or +65.6383.4400

**Extron Japan**  
+81.3.3511.7655



**UT Brownsville - Conference Room 3.102,3.312,1.206**

Extron	PoleVault	PVS 204SA 4 input switcher w/ audio amp	1	\$ 2,599.00	\$ 2,599.00
Extron		PVT RGB data w/ audio UTP transmitter with wall plate	2		included
		PVT CV video w/ audio UTP transmitter with wall plate	1		included
Extron		MLC IR/RS-232-50' cable	1		included
Extron		MLC IR/RS-232-50' projector cable	1		included
Extron		MLC PW/RS-232/VC-50' switcher cable	1		included
Extron		MLC 104 IP Plus DV medialink controller	1		included
Extron		PMK 450 projector mounting kit	1		included
Extron		PCM240 ceiling mount plate	1		included
Extron		PMP 6" proj pole	1		included
Extron		UBP 25 Projector mounting bracket	1		included
Extron		SI 3CLP speaker & 25' spker cable	2		included
Extron		UTP23-4/35 cable	1		included
Sony	slvd380	combo DVD & VHS player	1	\$ 100.00	\$ 100.00
IAV		installation/freight	1	\$ 1,179.00	\$ 1,179.00
		<b>Total per Room</b>			<b>\$ 3,878.00</b>

Theory of operation:

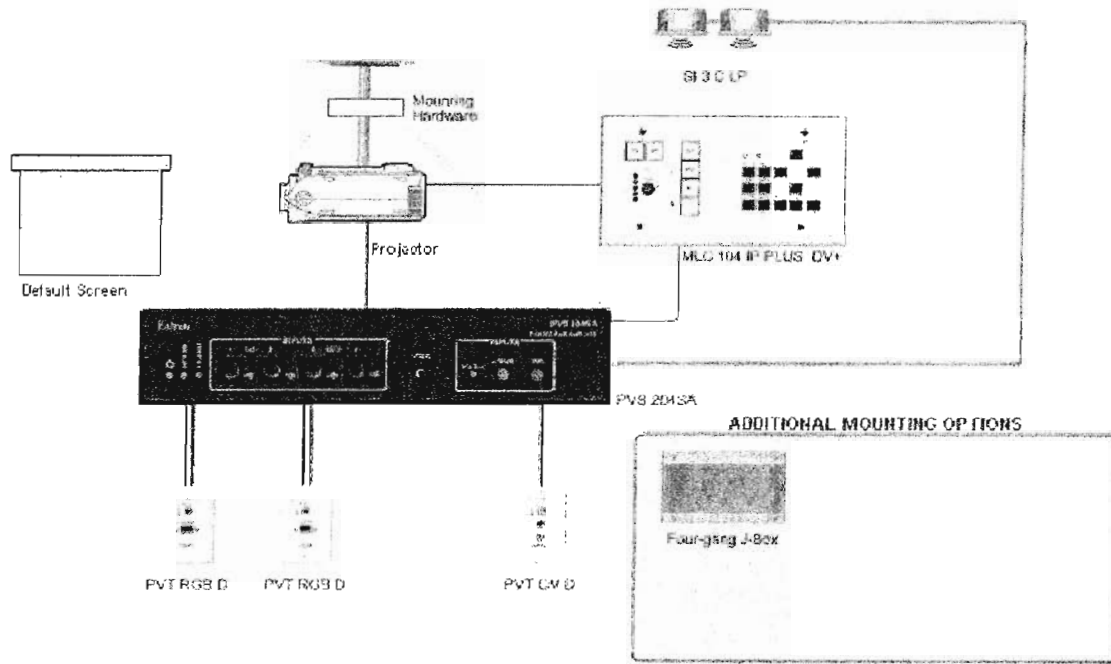
Assumption at walk thru that no podiums would be provided for the conference rooms, therefore, Extron controller & inputs would be wall mounted. Installing inputs & controller on table would require a small increase to room price depending on table and conduit runs.

**Extron USA**  
800.633.9876 or 714.491.1500

**Extron Europe**  
+800.3987.6673 or +31.33.453.4040

**Extron Asia**  
+800.7339.7806 or +65.6383.4400

**Extron Japan**  
+81.3.3511.7655



**Library Room 2.206**

Sony	KLD52V4100	52" LCD display w/ computer input	1	\$ 1,569.00	\$ 1,567.00
Chief	RLT1	Wall mount with tilt	1	\$ 89.00	\$ 89.00
Sony	slvd380	combo DVD & VHS player	1	\$ 100.00	\$ 100.00
Liberty		wall plate with video/data/audio inputs	1	\$ 49.00	\$ 49.00
IAV		installation/cable/freight	1	\$ 575.00	\$ 575.00
		<b>Total Room</b>			<b>\$ 2,380.00</b>

Theory of operation:

Assumption at walk thru that no podiums would be provided for the room, therefore, inputs would be wall mounted.

Combo DVD player may not be required.

**UT Brownsville - Medium/Large/X-Large Classroom**

Extron	PoleVault	PVS 204SA 4 input switcher w/ audio amp	1	\$ 3,470.00	\$ 3,470.00
Extron		PVT RGB CV RGB & composite UTP transmitter	1		included
Extron		PVT RGB UTP transmitter	1		included
Extron		MLC IR/RS-232-50' projector cable	1		included
Extron		MLC PW/RS-232/VC-50' switcher cable	1		included
Extron		MLC 104 IP Plus DV medialink controller	1		included
Extron		PMK 450 projector mounting kit	1		
Extron		PCM240 ceiling mount plate	1		included
Extron		PMP 6" proj pole	1		included
Extron		UBP 25 Projector mounting bracket	1		included
Extron		SI 3CLP speaker & 25/50' spker cable	4		included
Extron		UTP23-4/50 cable	1		included
Extron	VLM100	voice lift microphone	1		included
Furman	M8X	rackmount power unit	1	\$ 45.00	\$ 45.00
Sony	slvd380	combo DVD & VHS player & rackshef	1	\$ 150.00	\$ 150.00
IAV		installation/freight	1	\$ 1,179.00	\$ 1,179.00
		Total per Room			\$ 4,844.00

Theory of operation:

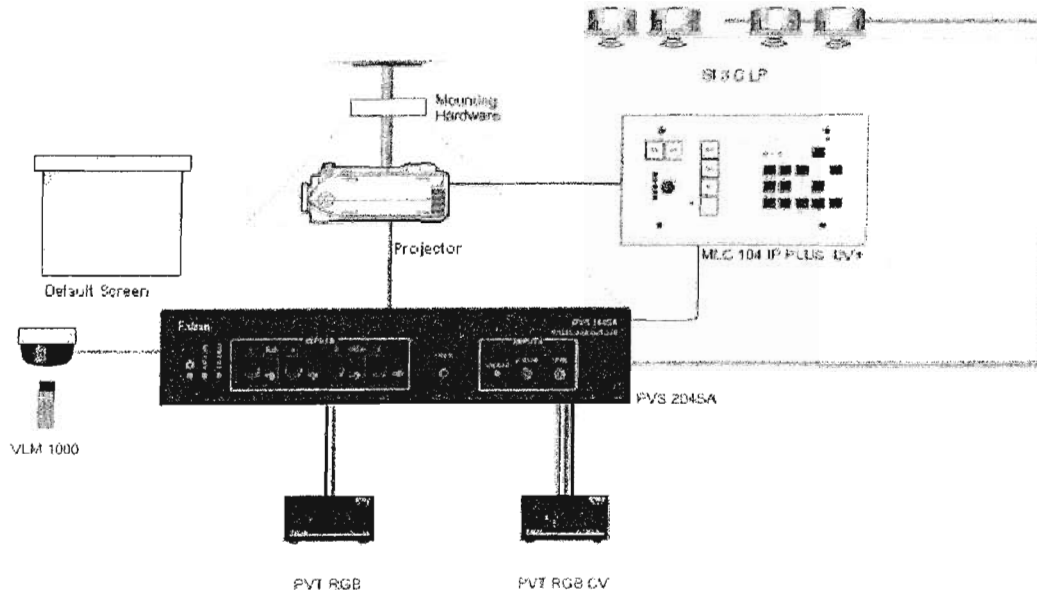
Equipment mounted in podium. Laptop power provided on front of M8X. Controller and laptop cables to be located on top area of poduim.

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+800.3987.6673 or +31.33.453.4040

**Extron Asia**  
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**Extron Japan**  
+81.3.3511.7655



**UT Brownsville - Library paging**

TOA	PM-660U	Desk top paging mic	1	\$ 85.00	\$ 85.00
TOA	A-9060DH	Digital Matrix/Mixer Amp 2 outs x 70V	1	\$ 659.00	\$ 659.00
TOA	P-9060DH	Dual Channel Amplifier 70V	1	\$ 459.00	\$ 459.00
TOA	D-001T	Dual Line/Mic Input Module	1	\$ 110.00	\$ 110.00
TOA	T-001T	Dual Line Output Module	2	\$ 89.00	\$ 178.00
TOA	ZM-9001	Remote Page Select Panel	1	\$ 42.00	\$ 42.00
Lowell	RPAK810-72	70V paging speaker with white grille/bbox	36	\$ 34.00	\$ 1,224.00
Lowell	L70/L151	rack housing cabinet w/ lock front door	1	\$ 319.00	\$ 319.00
Furman	M8X	rackmount power unit	1	\$ 45.00	\$ 45.00
IAV		Installation/cable/programming/freight	1	\$ 3,600.00	\$ 3,600.00
		( rack to house background music as well )			
		<b>Total Room</b>			<b>\$ 6,721.00</b>

**Alternate #6 add background audio system for Library four zones**

RDL	STD10K	Divider/Combiner Network	3	\$ 55.00	\$ 165.00
TOA	ZM-9002	Library source select panel	1	\$ 42.00	\$ 42.00
TOA	D-001R	Dual Line Input Module	1	\$ 110.00	\$ 110.00
IAV		Installation/programming	1	\$ 850.00	\$ 850.00
					\$ -
		<b>Total Room</b>			<b>\$ 1,167.00</b>

**Theory of operation:**

System is designed with one amplifier for each of the four zones.

The ZM-9001 will be programmed so that each zone will be associated with it's own button and the 5th button will be all zones.

Operator will select the zone by a simple push of this button on panel and then press the lever to speak into the microphone.

By adding the ZM-9002 source select for background music, simply select the programmed input select button, then select the zone button from the ZM-9001 panel that you want to send the music to.

**UT Brownsville - Early Childhood Studies Room 113, 133**

Extron	PoleVault	PVS 204SA 4 input switcher w/ audio amp	1	\$ 2,450.00	\$ 2,450.00
Extron		PVT RGB data w/ audio UTP transmitter with wall plate	1		included
		PVT CV video w/ audio UTP transmitter with wall plate	1		included
Extron		MLC IR/RS-232-50' cable	1		included
Extron		MLC IR/RS-232-50' projector cable	1		included
Extron		MLC PW/RS-232/VC-50' switcher cable	1		included
Extron		MLC 104 IP Plus DV medialink controller	1		included
Extron		PMK 450 projector mounting kit	1		included
Extron		PCM240 ceiling mount plate	1		included
Extron		PMP 6" proj pole	1		included
Extron		UBP 25 Projector mounting bracket	1		included
Extron		SI 3CLP speaker & 25' spker cable	2		included
Extron		UTP23-4/35 cable	1		included
Sony	sivd380	combo DVD & VHS player	1	\$ 100.00	\$ 100.00
IAV		installation/freight	1	\$ 1,179.00	\$ 1,179.00
		<b>Total per Room</b>			<b>\$ 3,729.00</b>

Theory of operation:

Assumption at walk thru that no podiums would be provided for the conference rooms, therefore, Extron controller & inputs would be wall mounted. Installing inputs & controller on table would require a small increase to room price depending on table and conduit runs.

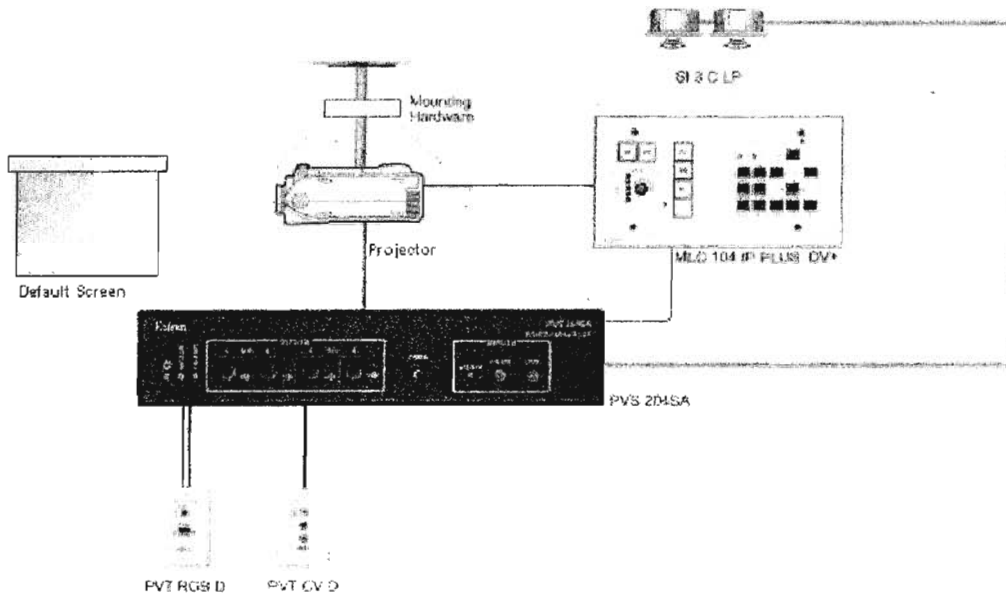


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**Extron Asia**  
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**Extron Japan**  
+81.3.3511.7655



**UT Brownsville - Alternate Study rooms Library 3.104,106,108,110, 112**

Sony	KDL46S4100	46" LCD display w/ computer input	1	\$ 1,159.00	\$ 1,159.00
Chief	RLT1	Wall mount with tilt	1	\$ 89.00	\$ 89.00
Liberty		wall plate with video/data/audio inputs	1	\$ 49.00	\$ 49.00
IAV		installation/cable	1	\$ 575.00	\$ 575.00
IAV		freight	1	\$ 40.00	\$ 40.00
		Total per Room			\$ 1,912.00

Theory of operation:

Assumption at walk thru that no podiums would be provided for the room, therefore, inputs would be wall mounted.

Combo DVD player may be added for \$ 100.00



**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS, that we Industrial Audio/Video, Inc. as principal, hereinafter called the Principal, and SURETEC INSURANCE COMPANY, 9737 Great Hills Trail, Ste 320, Austin, TX 78759, as Surety, hereinafter called the Surety, are held and firmly bound unto Texas Southmost College as Obligee, hereinafter called the Obligee, in the sum of **Five** Percent of the Greatest Amount Bid (**5% G.A.B.**) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.**

**WHEREAS**, the principal has submitted a bid for **A/V Install of 16 Classrooms and Paging/Background Audio for New Library**

**NOW, THEREFORE**, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

**PROVIDED, HOWEVER**, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 6th day of March, 2009.

Industrial Audio/Video, Inc.

(Principal)

BY: Tyler R. Watrous

TITLE: Pres./ CEO

SureTec Insurance Company

BY: Sharon Cavanaugh

Sharon Cavanaugh, Attorney-in-Fact

HOUSTON, WOODARD, EASON, GENTLE,  
TOMFORDE, AND ANDERSON, INC.  
d/b/a Insurance Alliance  
1775 Yorktown, Suite 200  
Houston, Texas 77056-4114  
TDI License #1381 FEIN #760362043

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

C.W. Adams, Harlan J. Berger, Leland L. Rauch, Cheryl R. Colson, Sharon Cavanaugh,

Andrew J. Janda, Sue Kohler, Donald E. Woodard, Jr., Michael Cole, JoAnn Parker

of Houston, Texas its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million and no/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/09 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.

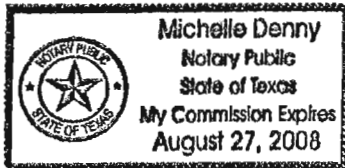
State of Texas  
County of Harris

ss:



SURETEC INSURANCE COMPANY  
By: [Signature]  
Bill King, President

On this 20th day of June, A.D. 2005 before me personally came Bill King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]  
Michelle Denny, Notary Public  
My commission expires August 27, 2008

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 5th day of March, 2009, A.D.

[Signature]  
M. Brent Beaty, Assistant Secretary

## Exhibit B

- 2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.
- 2.7 By signature hereon, Proposer certifies as follows:  
  
"Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."
- 2.8 By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of The College, on the other hand, other than the relationships which have been previously disclosed to College in writing and (ii) Proposer has not been an employee of any component institution of TSC within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before College enters into a contract or agreement with Proposer.
- 2.9 By signature hereon, Proposer certifies that in accordance with Section 2155.004, *Government Code*, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP. In addition, Proposer certifies that an award of a contract to Proposer will not violate Section 2155.006, *Government Code*, prohibiting College from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Proposer certifies that Proposer is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
- 2.10 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.11 By signature hereon, Proposer represents and warrants that all products and services offered to College in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.
- 2.12 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time College makes an award or enters into any contract or agreement with Proposer.
- 2.13 **Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation: Texas

If Proposer is a Corporation then Proposer's Corporate Charter Number: 2970994

RFP No.: TSC RFP09-07

Exhibit B

**NOTICE:** WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

Industrial Audio/Video, Inc.  
(Proposer/Institution's Name)

  
(Signature of Duly Authorized Representative)

David Lopez, Vice President  
(Printed Name/Title)

February 25, 2009  
(Date Signed)

2617 Bissonnet St.  
(Proposer's Street Address)

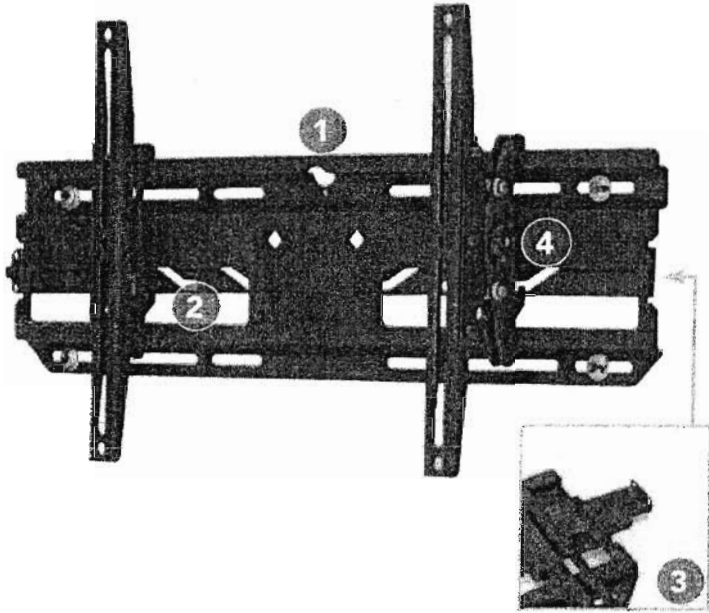
Houston, Texas 77005  
(City, State, Zip Code)

713-524-1956  
(Telephone Number)

713-524-2823  
(FAX Number)



# TILT WALL MOUNTS RLT™ □ 30 - 60" RAIL MOUNT



## FEATURES

- 1 RAPID LEVELING™**  
Hands-free leveling of mount on wall.
- 2 INTEGRATED LATERAL SHIFT**  
Reposition mount 10" (254 mm) left or right after installation for ultimate positioning flexibility.
- 3 EXCLUSIVE GLIDE LOCK™ LATCH**  
Tool-less locking feature saves time and effectively secures flat panel to wall mount.
- 4 CENTRIS™ FINGERTIP TILT**  
Effortlessly adjust display using Centris fingertip tilt technology. Screen angle stays set until you decide to re-adjust

## WHAT YOU NEED TO KNOW

### UNIVERSAL TILTING MOUNT

The maximum width between your mounting holes must be less than 28.38" (721 mm) and the maximum height must be less than 17" (432 mm) to ensure compatibility of this mount.

### INSTALLATION

Includes all mounting hardware.

## SPECIFICATIONS

Depth from Wall 3.25" (83 mm)

Tilt +/-15°

Lateral Shift 10" (254 mm)

Dimensions\* 18" x 29" x 3.26"  
(457 x 737 x 83 mm)

Color Black

Weight Capacity 175 lbs (80.5 kg)

\* Dimensions don't include interface bracket



## RECOMMENDED ACCESSORIES



**PAC515** ■ New Construction Pre-Wire Box



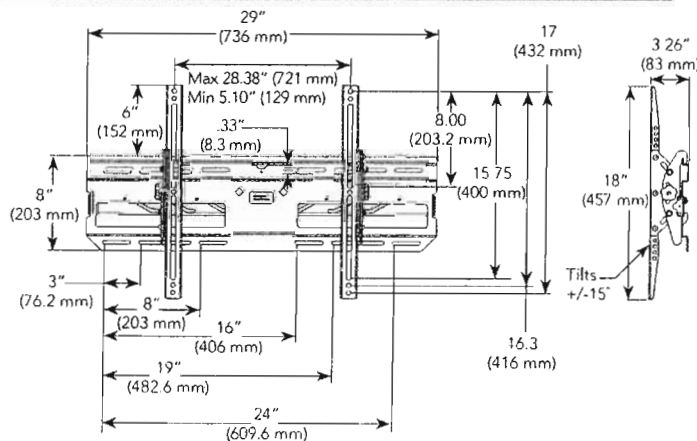
**PAC520** ■ Multiple Option New Construction Pre-Wire Box



**PACPC1** ■ Power Conditioner Kit

For a complete list of flat panel mount accessories see page 69.

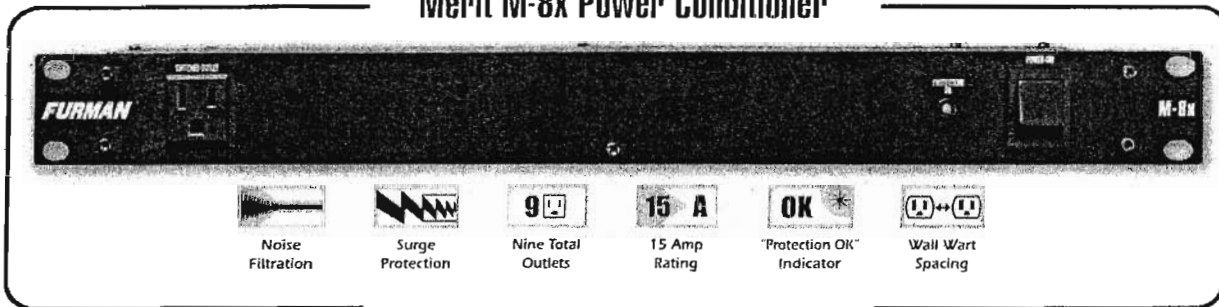
## TECHNICAL DRAWINGS



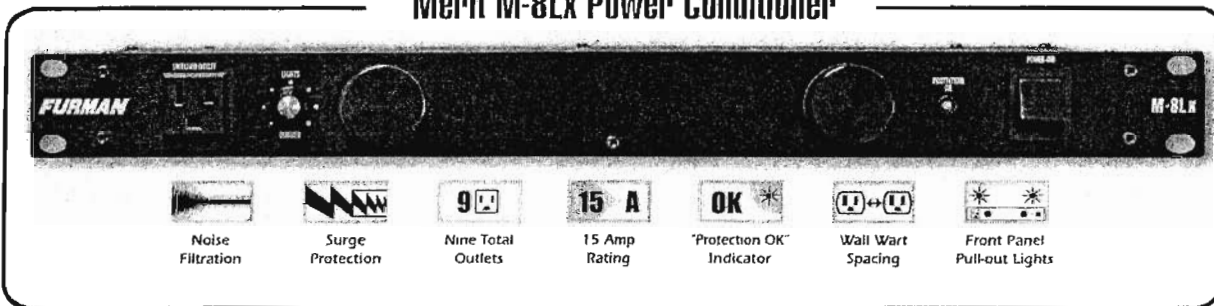
# MERIT X SERIES POWER CONDITIONERS

A Merit Series Power Conditioner is the perfect low-cost AC power solution for any rack mount system. Install an M-8x, M-8Lx, or M-8Dx in to the top slot of your rack, and the eight switched outlets in the rear panel will power up and protect all your equipment up to a 15-amp load. The M-8Lx and M-8Dx feature two slide out, swiveling light fixtures to provide discreet illumination of your equipment on stages, in studios, and in other dark places. A dimmer knob lets you adjust the lamp brightness to just the right level. The M-8Dx adds a bright red, three-digit LED voltmeter that displays incoming voltage. The M-8x is designed for applications where lights are not required.

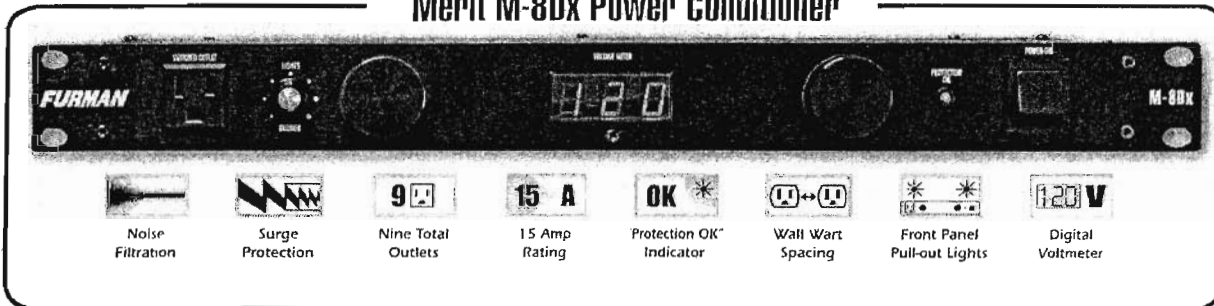
## Merit M-8x Power Conditioner



## Merit M-8Lx Power Conditioner



## Merit M-8Dx Power Conditioner



# FURMAN



# THE SOLUTION TO POWER YOUR APPLICATION...

## INSTRUMENT RIGS



You've got a rack for your effects, preamps, tuner...You're going to plug that into the wall? One big spike and your rig is up in smoke. Furman's standard level surge/spike protection defends your gear from the spikes and surges that are so common at gigs and practice spots. With Furman's standard level RFI/EMI filtration, you'll get a quieter tone without pops, crackles, and the local radio station coming out of your amp. Plus, dual pull-out lamps (M-8Lx/M-8Dx) let you see your rack without turning the house lights on, while the digital voltmeter (M-8Dx) lets you monitor incoming voltage.

## RECORDING



Can't track down where that noise is coming from? Your mix sounding flat? With Furman's standard level RFI/EMI filtration you'll lower the noise floor caused by the dirty AC power coming into your console or DAW. Furman's standard level surge and spike protection keeps your sensitive digital equipment from acting funny or burning up due to everyday spikes and surges. You can even monitor voltage changes, as the digital meter (M-8Dx) allows you to keep an eye on the incoming line voltage. With a 15A capacity and nine total outlets, it's enough to power your whole home studio.

## DJ EQUIPMENT

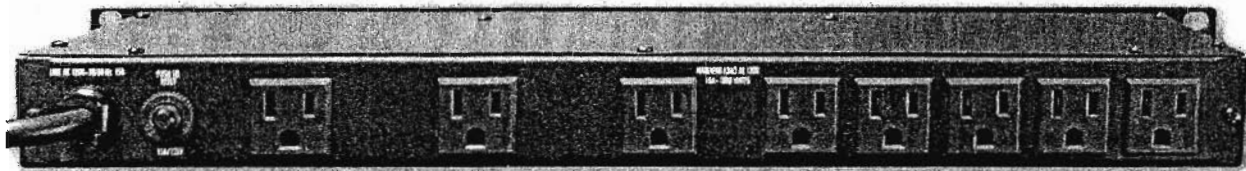


Bars, clubs and other event venues have some of the worst power out there - from air compressors turning on and off to light shows pulling current loads up and down, the AC power can be a strain on the circuits in your rig. Furman's standard level protection and filtration keeps the bad stuff out and the digital voltmeter (M-8Dx) lets you monitor the incoming line voltage. The dual pull-out front panel lights (M-8Lx/M-8Dx) let you discreetly see your board and gear without distracting from the show on the dance floor.

## PRO AUDIO



When you're out there gigging, you never know what kind of power you're going to get. The wear and tear on mobile rigs eventually takes its toll - that's why it's smart to plug into Furman's standard level protection and RFI/EMI filtration. It keeps your equipment safe and sounding clean, while the digital voltmeter (M-8Dx) lets you monitor incoming voltage. Whether you're setting up a show at the local club or powering up the church band for their next service, make sure you give them power they can trust.



### MERIT X SERIES SPECIFICATIONS

**Maximum Output Current**  
15 Amps

**Line Cords**  
6 ft. captive, 14 AWG, with 3-conductor Edison Plug

**Lamps (M-8Lx/M-8Dx)**  
Two 120V incandescent bulbs, 4 watts each

**Operating Voltage**  
120VAC 60Hz

**Spike Protection Mode**  
Line to neutral

**Energy Dissipation**  
170 Joules

**Peak Impulse Current**  
12,000 Amps

**Maximum Continuous Operating Voltage**  
130 VAC RMS

**Let Through Voltage (@ 125 Amps, 8/20uS waveform)**  
400 Volts

**Noise Attenuation (Transverse Mode)**  
+ 23dB (M-8x) 26 dB (M-8Lx/M-8Dx), 200Khz to 10 Mhz

**Dimensions**  
1.75" H x 19" W x 7.5" D

**Weight**  
M-8x: 4.9 lbs. (2.2 kg)  
M-8Lx: 5.5 lbs. (2.5 kg)  
M-8Dx: 5.8 lbs. (2.6 kg)

**Three Year Limited Warranty**  
Merit Series units are protected by a limited three year warranty covering defects in materials and workmanship.



#### Quality Features

- Factory assemblies are easy to order & easy to install.
- Assemblies include a coaxial 8" speaker with a wired 70V (8W) transformer and choice of three grilles.
- Attractive grilles are offered in steel or aluminum.
- Ships wired and ready for efficient installation.
- Companion backboxes and mounting accessories are itemized below with details on page 2 for easy selection.

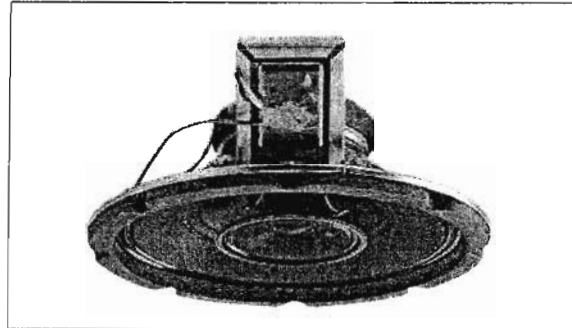
#### Description

Lowell's C Series 20W speaker assemblies are preferred by acoustical consultants and systems contractors for reliable performance with pre-packaged ordering and installation convenience. The C Series 20W assemblies are comprised of a factory assembled 8" coaxial driver (Model CT830) with a wired 70V transformer with 8W taps and three choices of mounted grille.

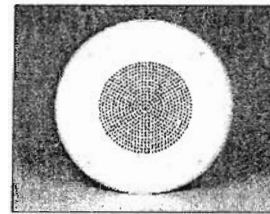
**Speaker / transformer assemblies** are manufactured to assure consistent performance with clear intelligibility and wide dispersion. Driver Model CT830 is a 20W coaxial assembly that includes separate and independent high and low frequency transducers with a built-in electrical crossover network to accomplish proper frequency selection between the two transducers. Frequency response is 50Hz-17.5kHz±6dB. Additionally, the loudspeaker's capacity to deliver a wide angle of sound distribution over a large area with uniform response and voice clarity ensures complete coverage with fewer units. Dispersion is 85° @ 2000Hz -6dB. To facilitate a variety of distributed applications each assembly includes a wired 70V transformer with 1, 2, 4 and 8W taps.

**Architectural grilles** are precision-formed in a choice of steel or aluminum with an attractive white finish to assure a clean presentation of the speaker assembly in a variety of decors and environmental applications. Grilles include white mounting screws for attractive installation.

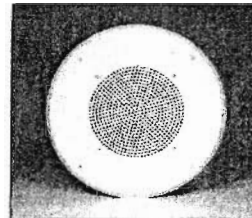
**Companion backboxes and accessories** for Lowell C Series speakers are itemized on pages 1 and 2 to facilitate installation in a variety of applications. Selection includes recessed protective and acoustic backboxes with companion tile bridge or channel rail options (if required for suspended installation) and a surface mount backbox (see chart below). Companion accessories are ordered separately.



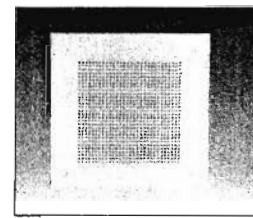
**20 Watt Coaxial Speaker Assembly with 8W 70V Transformer**  
(arrives factory mounted to one of three grilles below)



**WB-8**  
White steel grille with 4 screws.



**A8-AW**  
White aluminum grille with 8 screws.



**SG-8**  
White steel grille with 4 screws.

#### Grille Selection for C Series Assemblies

#### Driver Specifications

Driver Model	Size	Power Rating	Type	Ceramic Magnet	Frequency Response	Dispersion	Voice Coil Impedance	Sensitivity 1W / 1M	Depth (w/o xfmr)	Weight (w/o xfmr)
CT830	8"	20W	Coaxial	10 oz. LF 2.1 oz. HF	50Hz - 17.5kHz ±6dB 50Hz - 19kHz Nominal	85° @ 2000Hz -6dB	8 Ohms	96dB Avg. 100dB Peak	3.0"	2.4 lbs.

#### Easy-Order Factory Assemblies

Model	Driver Model	Xfmr Model	Xfmr Taps	Grille Model	Backbox* (Order separately, Choose one, plus T-bridge or rails if required - see p.2)	+	T-Bridge or Rails (Order separately if required for suspended ceilings - see p.2)
<b>C1830-870</b>	CT830	TLM870 (70V)	8, 4, 2, 1W	WB-8	CP8 Series, DX58, DX108	.....	LBS8-CP or SS24 Rails
<b>C3830-870</b>	CT830	TLM870 (70V)	8, 4, 2, 1W	A8-AW	XCP8 Series, 8XD4, 8SPSBX	.....	LBS8 or LBS8-R1
					RF Series (blind mount)	.....	None required
					No Backbox Desired	.....	LBS8 or LBS8-R1
<b>C7830-870</b>	CT830	TLM870 (70V)	8, 4, 2, 1W	SG-8	P68 Series	.....	SS24 Rails
					CB84-SG (surface mount)	.....	None required

\* For applications that do not require backbox protection, a mounting ring may be an alternate accessory. Assemblies with grille model WB-8 or A8-AW will accept mounting ring Model PR8, PR8-1624 or RMP8; grille Model SG-8 will not accept a mounting ring. Refer to the Lowell catalog for mounting ring specifications.



## C Series (20W)

### 8" Coaxial Speaker Assemblies with Transformer and Grille

A  
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D  
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#### A & E Specifications

The 8 inch speaker assembly shall be Lowell C Series 20W Model \_\_\_\_\_. It shall include an 8" coaxial driver with wired transformer and mounted grille.

The speaker shall have a 20 watt RMS power rating and employ a 10 oz. ceramic magnet. Frequency response shall be 50Hz - 17.5kHz ±6dB. Sensitivity shall be 96dB Avg. (100dB Peak) measured 1W/1M.

The transformer shall be a factory wired 70V unit and shall have primary taps available at 1, 2, 4, 8 watts. The grille shall be factory mounted to the speaker and shall be manufactured of \_\_\_\_\_ (steel, aluminum) and finished in white.

Optional mounting accessories include Lowell backbox Model \_\_\_\_\_ or mounting ring Model \_\_\_\_\_. For suspended ceiling installations, Lowell tile bridge Model \_\_\_\_\_ or channel rail (pr.) Model \_\_\_\_\_ shall be used to transfer the speaker assembly weight to the ceiling's support structure.

*Each Lowell product is manufactured to the same exacting standards using precision forming and finishing technology. This ensures that each item will be precisely the same and will provide trouble-free installation and professional appearance.*

#### Companion Accessories for C Series (order separately)

12"/10"  
Speakers & Accessories

Lowell offers a wide selection of backboxes for efficient installation of C Series speaker assemblies into a variety of ceiling types. Please refer to the chart on page 1 to identify the backbox and/or tile bridge combination choices for each speaker assembly (determined by the assembly grille). T-bridges and channel rails are also offered to distribute the speaker assembly weight in suspended ceiling installations.



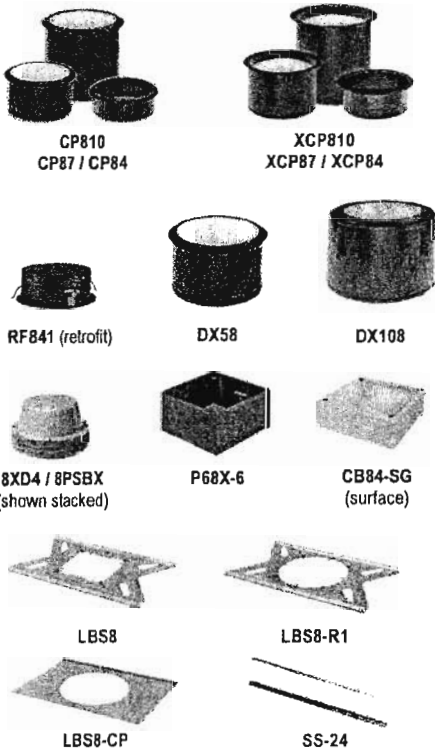
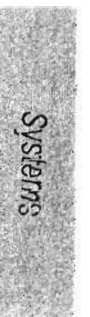
6"  
Speakers & Accessories

4"  
Speakers & Accessories

Horn  
Speakers & Accessories

Masking  
Speakers & Generators

Control  
Accessories & Electronics



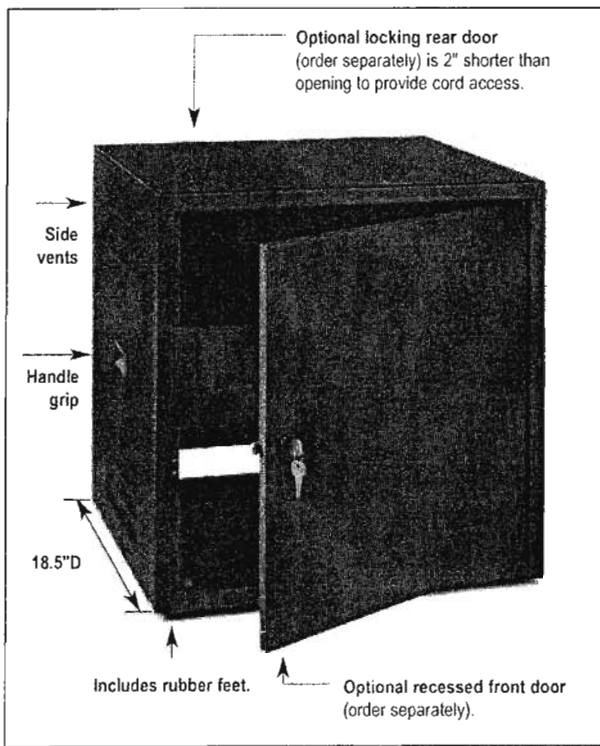
#### Accessory Backbox\* Details for C Series Assemblies

Model	Size	Features	Options (suffix model)
CP84	11.938" Dia. x 4.063"D	Extended lip for sheetrock	---
CP87	11.938" Dia. x 6.687"D	Extended lip for sheetrock + batting	---
CP810	11.938" Dia. x 10.063"D	Extended lip for sheetrock + batting	---
DX58	11.938" Dia. x 11.938"D	0.5 cu.ft., extended lip + batting	---
DX108	15" Dia. x 10.125"D	1 cu.ft., extended lip + batting	---
RF841	10.063" Dia. x 4.063"D	Retrofit w tension brkt. + torsion	---
RF871	10.063" Dia. x 6.688"D	Retrofit w tension brkt. + torsion	---
XCP84	10.063" Dia. x 4.063"D	Flat flange for tile ceiling	-S (straps)
XCP87	10.063" Dia. x 6.687"D	Flat flange for tile ceiling + batting	-S (straps)
XCP810	10.063" Dia. x 10.063"D	Flat flange for tile ceiling + batting	-S (straps)
8PSBX	10" Dia. x 4"D	Plastic, stacks for warehousing	---
8XD4	10" Dia. x 4"D	Steel, stacks for warehousing	-P (plenum), -S (straps)
P68X	10" Sq. x 4"D	Standard	---
P68X-6	10" Sq. x 6"D	Extra depth	---
P68X-10	10" Sq. x 10"D	Extra depth	---
CB84-SG	11.5" Sq. x 4"D	Surface, White	---

#### Accessory T-Bridge and Channel Rail Details for C Series Assemblies

LBS8-CP	23.75"L Round opening for CP Series and DX108 backboxes only
LBS8	23.75"L Square opening with screw or Twist n' Lock grille mounting
LBS8-R1	23.75"L Round opening with screw or Twist n' Lock grille mounting
SS-24	23.75"L Channel rails (pair)

\* For applications that do not require backbox protection, a mounting ring may be an alternate accessory. Assemblies with grille model WB-8 or A8-AW will accept mounting ring Model PR8, PR8-1624 or RMP8, grille Model SG-8 will not accept a mounting ring. Refer to the Lowell catalog for mounting ring specifications.



L70 Series desktop cabinets  
 Model L70-24 shown with optional front door Model L151-24  
 and optional rear door Model L7-1922

### L70 Series Desk Cabinets

#### Cabinets Include:

- Fixed Front Mounting Rails: One pair tapped 10-32
- Fixed Rear Mounting Rails: One pair punched .281
- Recessed Handle Grips
- Protective Rubber Feet
- Side Ventilation slots
- Wrinkle Powder Epoxy Finish: Black

#### Accessories (optional - order separately)

- Recessed Front Door (Lock is keyed different than rear door)
- Recessed Rear Door: Door is 2" shorter than opening to facilitate wire access (Lock is keyed different than front door).

### Description

Lowell's UL Listed (Standard 1678) desk cabinet Series L70 is designed specifically to provide ready access and security for 19"W audio, video, control and other equipment used in desktop applications. Choose from five panel space sizes equipped with 1/2" protective rubber feet to prevent scratching of desk surfaces, side ventilation slots for heat dissipation, and recessed finger pockets for easy maneuverability.

The cabinet assembly is welded 16-gauge certified US steel with 11-gauge fixed front mounting rails tapped 10-32 and punched rear rails on .281 universal EIA spacing. Front rails are recessed 1.812" from the frame providing 1.687" equipment clearance - even when an optional recessed front door is installed. Total useable mounting depth is 15.937". Finish is Lowell's durable black wrinkle powder epoxy.

Options include a locking solid front door (recessed) with spring loaded hinges for left or right orientation and a solid rear door (recessed) that is 2" shorter than the opening to facilitate cord and cable entry. Both doors are locking and are keyed differently for security.



#### SPECIFICATIONS FOR LOWELL DESK CABINET SERIES L70

Cabinet Model	Racking Height A	Overall Height B (incl. feet)	O.A. Width	O.A. Depth (15.937" useable)	Fixed Rails Installed	Rear Opening	Front Opening	Weight	Front Door* (Order separately)	Rear Door* (Order separately)
L70-12	12.375" (7RU)	14.875"	21.125"	18.5"	1pr	Open	Open	34 lbs.	L151-12	**L7-1910
L70-17	17.625" (10RU)	20.125"	21.125"	18.5"	1pr	Open	Open	36 lbs.	L151-17	**L7-1915
L70-21	21.125" (12RU)	23.625"	21.125"	18.5"	1pr	Open	Open	39 lbs.	L151-21	**L7-1919
L70-24	24.625" (14RU)	27.125"	21.125"	18.5"	1pr	Open	Open	43 lbs.	L151-24	**L7-1922
L70-31	31.625" (18RU)	34.125"	21.125"	18.5"	1pr	Open	Open	50 lbs.	L151-31	**L7-1929

\*\*L7 Series locking rear doors are 2" shorter than the opening to facilitate wire access.

☞ Noted Models (all but L70-31) are suitable for UPS shipment.



### L70 Series

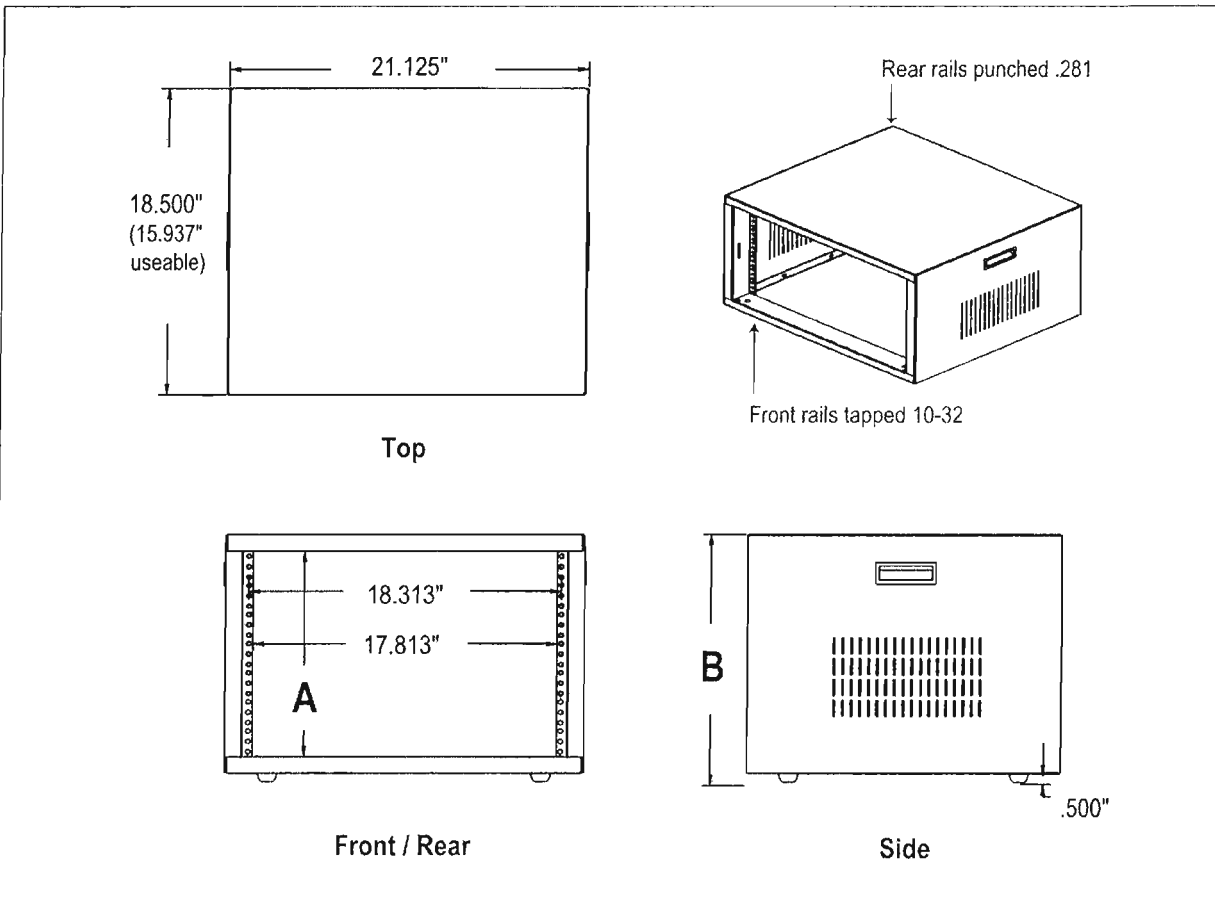
19"W x 18.5"D Desk Cabinets

R  
A  
C  
K  
S

### A & E Specifications

Cabinet for desktop use shall be Lowell Model \_\_\_\_\_ (L70-12, L70-17, L70-21, L70-24, L70-31). Cabinet shall measure 21.125"W x 18.5"D (15.937" usable depth) x \_\_\_\_\_" H and shall be UL Listed under Standard 1678. Welded assembly shall be 16-gauge certified US steel with 11-gauge fixed front mounting rails tapped 10-32 and punched rear rails on .281 universal EIA spacing. Desktop cabinet shall include side ventilation slots, recessed finger pockets, and protective rubber feet. Finish shall be Lowell's powder epoxy in black.

**Options:** Desktop cabinet shall include an optional locking rear door \_\_\_\_\_ (L7-1910, L7-1915, L7-1919, L7-1922, L7-1929) that is 2" shorter than the cabinet panel space to provide security and ample space for cord and cable entry. Cabinet shall include an optional locking front door \_\_\_\_\_ (L151-12, L151-17, L151-21, L151-24, L151-31) that mounts flush using spring loaded hinges for right or left swing. Doors shall be finished in black powder epoxy paint.



L70 Series Dimensions

Open Frame  
Floor



Wallmount  
Surface &  
Recessed

Panels &  
Accessories

Thermal &  
Wire Mngmt

Desktop Racks

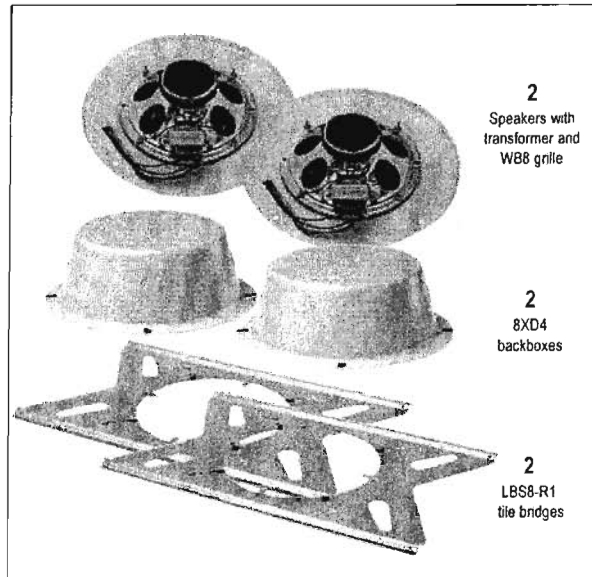
### Quality Features

- All-in-one box, speaker systems with mounting accessories provide ordering and inventory convenience.
- Systems include (2) 8" speakers with transformer mounted to an attractive grille, (2) backboxes and (2) tile bridges.
- Choose systems with the industry standard 15W dual cone driver Model 810 or 12W driver Model 805.
- Backboxes and tile bridges (included) utilize Lowell's time-saving Twist'n Lock mounting method (may also be screw mounted, if preferred).
- See also *LT Series tile speaker systems for an even faster solution to mounting speakers in a tile ceiling.*

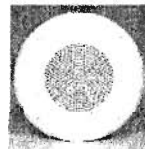
### Description

Lowell's RPAK Systems are packaged in a single box for easy ordering, inventory and installation convenience. Each system includes two dual cone drivers with a dual voltage transformer mounted to Lowell's popular steel grille Model WB8, two 8XD4 backboxes and two LBS8-R1 tile bridges. Single box systems are great for distributors, stocking warehouses and any application where the ordering, shipping, stocking or job site convenience of a having a speaker system pair with all mounting accessories in a easy carry carton is advantageous.

**Speaker System Model RPAK810-72 (15W) and RPAK805-72 (12W)** are an excellent choice for quality general purpose paging and distributed music applications where economy and installed costs are prime considerations. The 15W systems include industry standard 8" dual cone driver Model 810 with 10oz. magnet, 45Hz - 13kHz  $\pm 6$ dB frequency response and 95dB Avg sensitivity measured 1W/1M. The 12W systems include the economical 8" dual cone driver Model 805 with 5oz magnet, 55Hz - 12.5kHz  $\pm 6$ dB frequency response and 93dB average sensitivity, 1W/1M. Both feature molded high fibre content cones to provide a smooth, extended response with a clean, natural sound. To facilitate a variety of distributed applications each assembly includes Lowell's versatile dual voltage 70/25V transformer Model TLM72 with primary taps at .5, 1, 2 and 4W.



RPAK One-box Systems - Great Stocking Distributor Item!



**System grille Model WB8** is factory mounted to the speaker system drivers using welded studs and installs to the system backbox and tile bridge, included, using four white screws (provided). The grille is precision-formed steel with an attractive white finish that blends nicely with suspended tile ceilings of all types.

**System Backbox Model 8XD4** is formed from heavy gauge galvanized steel with an acoustic pad and four 1/2 - 3/4" knockouts for conduit. The lip is punched for screw-mount installation or Twist'n Lock mounting of the backbox to system tile bridge Model LBS8-R. Two backboxes are included in each system.

**System Tile Bridge Model LBS8-R1** transfers the speaker assembly weight to the ceiling support structure in suspended tile ceilings. Each RPAK system includes two galvanized steel tile bridges with Twist'n Lock mounting tabs and four wire-tie holes for seismic anchoring if required.

#### Driver Specifications

Driver Model	Size	Power Rating	Type	Ceramic Magnet	Frequency Response	Dispersion	Voice Coil Impedance	Sensitivity 1W / 1M	Depth (w/o xfmr)	Weight (w/o xfmr)
810	8"	15W	Dual cone	10 oz.	45Hz - 13kHz $\pm 6$ dB 45Hz - 18kHz Nominal	120° @ 2000Hz -6dB	8 Ohms	95dB Avg. 100dB Peak	2.84"	2.0 lbs.
805	8"	12W	Dual cone	5 oz.	55Hz - 12.5kHz $\pm 6$ dB 55Hz - 18kHz Nominal	120° @ 2000Hz -6dB	8 Ohms	93dB Avg. 98dB Peak	2.688"	1.3 lbs.

#### RPAK System Assembly - Carton Contents

System Model	2-Quantity Driver Model	Mounted Xfmr (ea. driver)	Xfmr Taps	Mounted Grille (ea. driver)	2-Quantity Backbox Model	2-Quantity T-Bridge Model
RPAK-810-72	810	TLM72 (70/25V)	4, 2, 1, .5W	WB-8	8XD4 (10"Dia. x 4"D)	LBS8-R1 (23.75"L)
RPAK-805-72	805	TLM72 (70/25V)	4, 2, 1, .5W	WB-8	8XD4 (10"Dia. x 4"D)	LBS8-R1 (23.75"L)



**RDL**<sup>®</sup>  
Radio Design Labs

SPECIALISTS IN PRACTICAL PRECISION ENGINEERING™

## STICK-ON<sup>®</sup> SERIES Model STD Series Divider/Combiner Networks

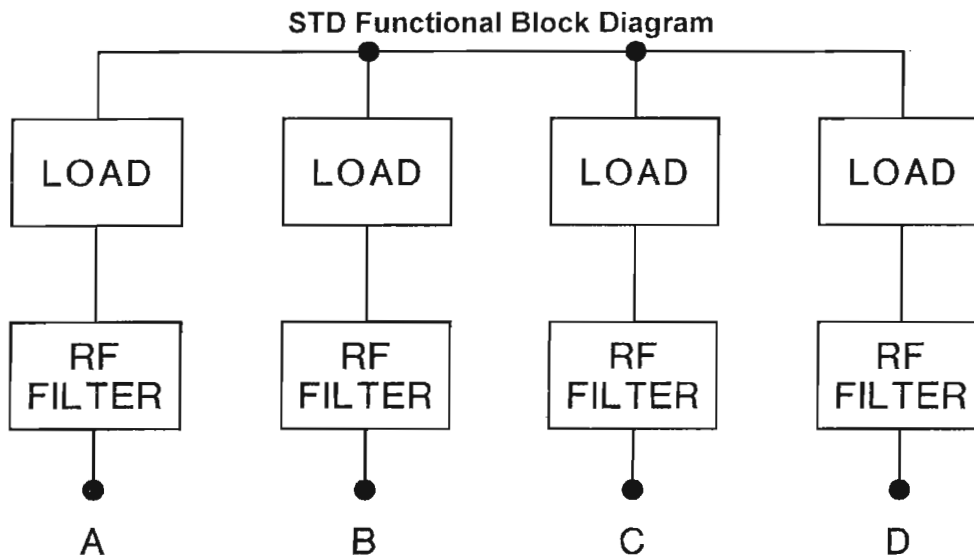
ANYWHERE YOU NEED...

- To Combine Audio Signals to a Single Output
- To Filter RF from an Audio Line
- To Combine Stereo Signals
- To Feed a Mono Signal to Stereo Inputs
- To Combine Multiple Mics to a Single Input



**You Need The STD Series!**

The STD series of products is part of the STICK-ON line of products from Radio Design Labs. It is a resistive branching network with RF filtering on each of the four channels. Any channel, A through D, may be either input or output. This permits combining stereo signals into mono inputs, splitting mono signals to multiple inputs, and even combining microphones with output shorting switches into a single amplifier input. The STD products are available in 150  $\Omega$ , 600  $\Omega$  and 10 k $\Omega$  models. All inputs and outputs are balanced.





# STICK-ON® SERIES

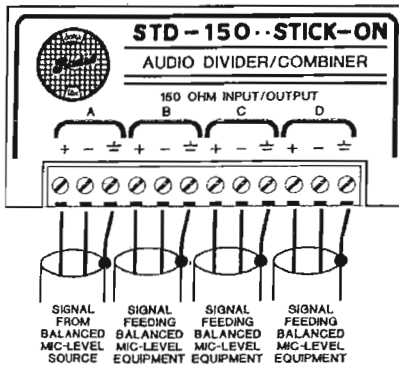
## Model STD Series

### Divider/Combiner Networks

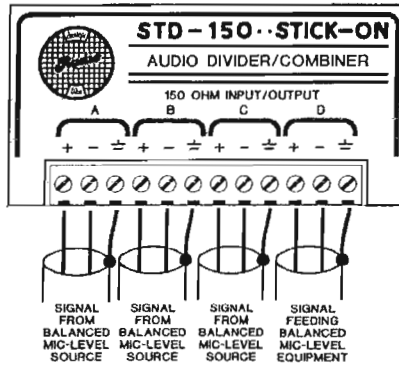
## Installation/Operation

**CE** EN55103-1 E1-E5; EN55103-2 E1-E4  
Typical Performance reflects product at publication time exclusive of EMC data, if any, supplied with product. Specifications are subject to change without notice.

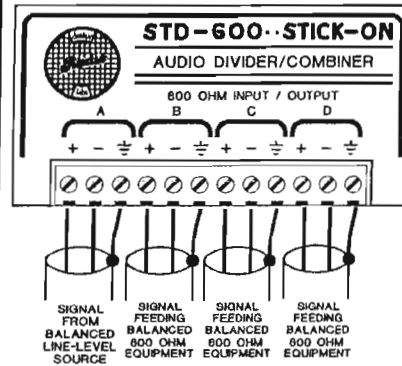
BRANCH A 150 OHM MIC TO MULTIPLE INPUTS



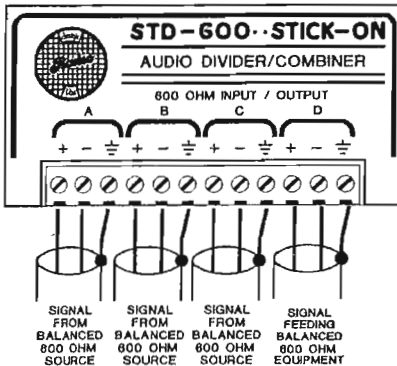
COMBINE MULTIPLE 150 OHM MICS TO SINGLE INPUT



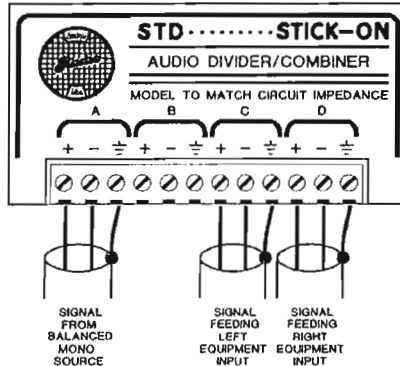
BRANCH A 600 OHM LINE TO 3 INPUTS



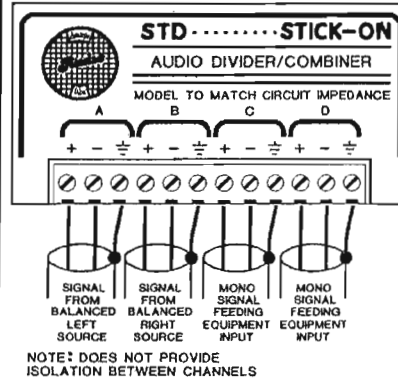
COMBINE MULTIPLE 600 OHM SIGNALS TO SINGLE INPUT



FEED MONO SIGNALS TO STEREO INPUTS



COMBINE STEREO SIGNALS INTO MONO INPUTS



A MODULE MAY BE UNBALANCED BY CONNECTING ALL 4 NEGATIVE TERMINALS TO THE ADJACENT GROUNDS. BALANCED AND UNBALANCED WIRING MAY NOT BE MIXED.

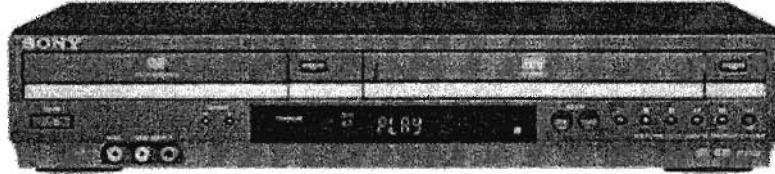
### TYPICAL PERFORMANCE

Circuit Type: Passive  
Circuit Configuration: Balanced  
Input/Output Impedance: 150, 600, or 10 kΩ as marked  
Number of Inputs/Outputs: 4 Total: Useable in any combination: split 1 in to 3 out; 2 in to 2 out; 3 in to 1 out  
Insertion Loss: 3 dB  
Isolation between Channels: 3 dB (STD products are passive and therefore not intended as isolation devices; use RDL Mixers or Mixers or Distribution Amps for isolation)  
Maximum Signal Input: +28 dBu (at 600 Ω)  
+22 dBu (at 150 Ω)

Radio Design Labs Technical Support Centers  
U.S.A. (800) 933-1780, (928) 778-3554; Fax: (928) 778-3506  
Europe [NH Amsterdam] (+31) 20-6238 983; Fax: (+31) 20-6225-287



Free ground shipping on all orders \$100 and over.



## DVD/VHS Combo Player

Watch a DVD while recording a TV show with the space-saving SLV-D380P progressive scan DVD/VCR combo player.

Simplify your home theater by combining a VCR and DVD player into one convenient component. The SLV-D380P lets you enjoy your VHS tapes and DVD library using the same player, and features easy-to-use menus for programming. VCR mode allows you to record your favorite shows while watching a DVD, and auto clock and channel set-up makes recording your favorite TV shows a breeze. The front A/V inputs come in handy when you want to quickly view newly recorded videos from your camcorder.

Bilingual Carton Design (English and Spanish)

Bilingual Instruction Manual for basic set up and operation

Line Input Recording (No Tuner) refers to utilizing Audio/Video Inputs to record desired programming from a set-top box or other video sources that use A/V outputs.

Record TV Programs - This DVD/VCR player is tuner-ready, meaning it requires a tuner from another video source with A/V output (i.e. cable, satellite, TV or off-air tuner, etc). The combination of this DVD/VCR player and a video source with tuner allows you to record your favorite TV shows.

Combination DVD Player and Hi-Fi VCR

Component Output for DVD Player

Progressive Output (480p) for DVD Player

Multi Brand TV Remote Control

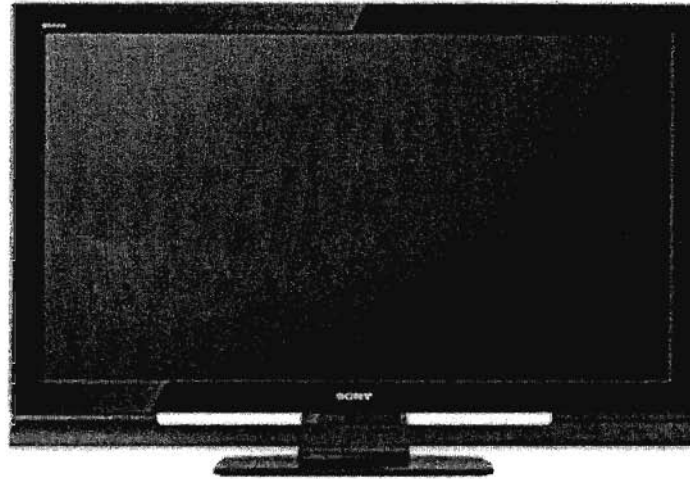
CD, MP3, and JPEG Playback<sup>1</sup>

4-Head Hi-Fi Stereo

Flash Rewind: Rewind a T-120 tape in around 120 seconds

19 Micron Heads for Optimized EP Recording

[Enjoy no payments and no interest for up to 18 months with Sony Financing.](#)



## 46" BRAVIA® S-Series LCD Flat Panel HDTV

**S-Series features:** Full HD 1080p, 24p True Cinema capable, ATSC™/NTSC tuner with QAM, piano gloss black finish  
(Screen size measured diagonally.)

Ready for full 1080p HDTV? The 46" BRAVIA® S Series KDL-46S4100 is your best value, and comes fully-loaded with 24p compatibility for smooth playback of filmed content. It also features a wide variety of HD inputs (3 HDMI™, 2 component inputs, and a PC input) so you can connect it to a PLAYSTATION®3, Blu-ray Disc™ player, and up to four more HD-enabled devices. Now you can watch all your favorite movies, sports, and games with the pristine picture and vibrant sound that you expect from a Sony at an unbelievable value.

### **16:9 Full HD 1080p resolution panel**

16:9 Full HD 1080p resolution panel (1920 x 1080) accepts any HDTV signal and renders them with optimum resolution.

### **24p True Cinema capable**

24p True Cinema mode enables you to enjoy films at their intended 24 fps (frames per second) when viewed using a 24p capable output device, such as a Blu-ray Disc™ player

### **3 HDMI™ inputs<sup>1</sup>**

3 HDMI™ inputs (up to 1080/60p input capable) transmit both uncompressed digital video and multi-channel digital audio on a single cable.

### **2 Component inputs**

2 Component YPbPr (1080/60i capable) inputs provide added HD capable connectivity, and a PC input<sup>2</sup> (HD-15 pin) offers the added versatility to use your HDTV as a computer monitor.

### **VESA® compatible hole spacing**

VESA® compatible hole spacing uses an industry-standard mounting hole pattern that can be used with VESA-compliant mounting brackets.

### **Built-in ATSC™/NTSC tuner**

Built-in ATSC™/NTSC tuner with QAM delivers over-the-air digital TV and unencrypted HDTV broadcast signals, as well as traditional analog TV broadcasts.

### **Fast panel response**

Fast panel response helps provide a crisp, clear image.

[Back to Home](#) > [TV & Home Entertainment](#) > [Televisions](#) > [BRAVIA® HDTV Flat Panel \(LCD\)](#) > [Flat Panel \(42" to 70"\)](#) > [52" BRAVIA® V-Series LCD Flat Panel HDTV](#)

Free ground shipping on all orders.



## 52" BRAVIA® V-Series LCD Flat Panel HDTV

**V-Series features:** Full HD 1080p, BRAVIA Engine 2™ digital video processing, Advanced Contrast Enhancer circuit (ACE), 24p True Cinema capable, enhanced XMB™ user interface, BRAVIA Sync capable, piano black gloss color  
(Screen size measured diagonally.)

This is HD done the Sony way. The beautiful KDL-52V4100 brings 1080p picture quality home with amazing, Sony-exclusive features like the XMB (Xross Media Bar®) with 3D graphics, DMex capability so you can add functionality to your TV, and technologies like ACE (Advanced Contrast Enhancer) and BRAVIA Engine 2™ for impeccable picture quality. Add to all this a sophisticated, piano black design, 24p capability so you can get the most out of the movies you watch on Blu-ray Disc™ and DVD media, four HDMI™ inputs along with three other HD-capable connections, and you have a TV that brings dreams to life.

### 16:9 Full HD 1080p

16:9 Full HD 1080p resolution panel (1920 x 1080) accepts any HDTV signal and renders them with optimum resolution.

### Motionflow 60Hz technology

Motionflow 60Hz technology allows you to enjoy movies and prime-time TV (film-based content) with a clarity and resolution in motion that will spoil you. Sony's Motionflow motion-compensation algorithm identifies film content and removes "judder". That means you'll get a clearer picture during sweeping pans with reduced visible jerking or stuttering.

### DMeX™² functionality

DMeX™² functionality lets you expand your HDTV's capabilities by connecting optional BRAVIA® Link Modules, such as the DMX-NV1 BRAVIA® Internet Video Link module (sold separately).

### Enhanced Xross Media Bar™ (XMB™)

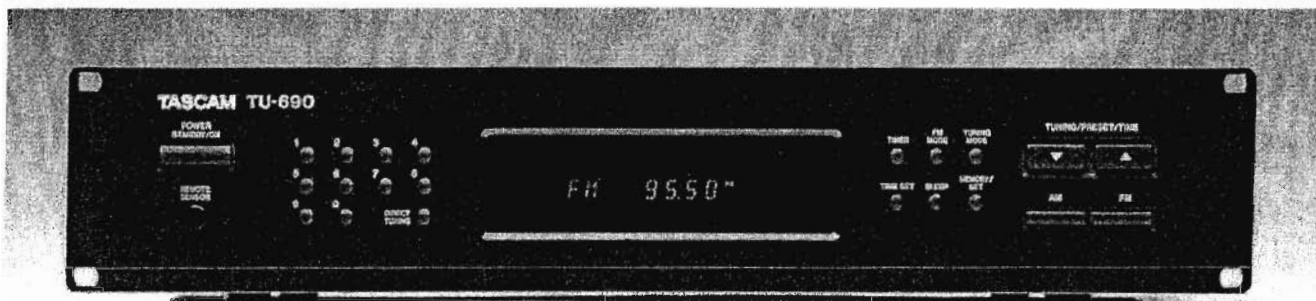
Enhanced Xross Media Bar™ (XMB™) makes it simple and intuitive to navigate the television's menus, controls, and user settings.

### TV Guide Interactive Program Guide

TV Guide Interactive Program Guide is integrated into Sony's exclusive Xross Media Bar™ user interface to deliver continually updated program.

### BRAVIA® Sync™ capability

### PRODUCT OVERVIEW



When all you need is a simple AM/FM radio in your rack, the TU-690 is the perfect fit. The large, clear display can be read from across the room. The 10 keypad is handy for dialing station frequencies, or for recalling one of the 60 presets.

AM and FM antenna connections are provided on the rear panel, allowing connection of the included antennae, or a larger building-mounted antenna. An I/R remote is included.

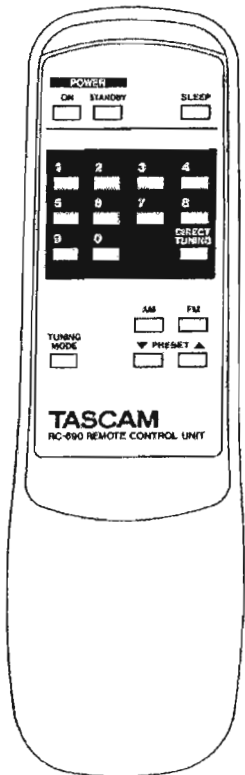
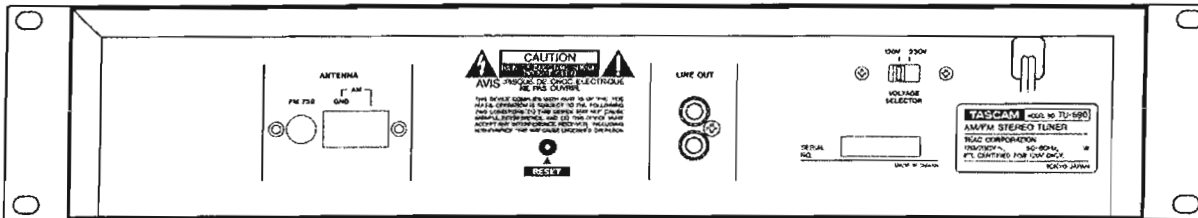
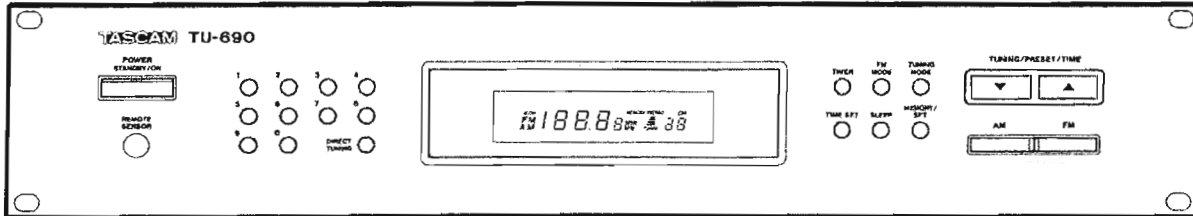
- 2-U Rack-mountable Am/FM Tuner
- 30 AM and 30 FM Station Presets, for 60 Total Presets
- 10-Key Pad for Direct Station Tuning or Presets
- Sleep Timer
- AM and FM antennae connections
- 150 to 75 Ohm Adapter and IR Remote Included

### CONSULTANT'S AND SYSTEM DESIGN SPECIFICATIONS

The TASCAM TU-690 is a 2U rack-mountable AM/FM tuner (60 presets) with a large, clear front-panel display capable of being read across the room. It has 30 FM and 30AM station presets and includes a 10-key pad for direct tuning or preset recall. A sleep timer is provided for automatic shut-down after a pre-programmed length of time.

The TU-690 is controllable via the included RC-690 remote control. A 150 to 75 Ohm Adaptor is included.

## PANELS



## SPECIFICATIONS

### FM Tuner Section

(Without notes 98 MHz, 65 dBf)

**Tuning Range:**

87.5 MHz – 108.0 MHz (100 kHz steps)

**Usable Sensitivity (IHF):**

Mono: 11.2 dBf

**50 dB Quieting Sensitivity:**

Mono: 15 dBf  
Stereo: 20 dBf

**Total Harmonic Distortion (1 kHz):**

Mono: 0.4%  
Stereo: 0.5%

**Frequency Response:**

30 Hz – 15 kHz, +1/ –1.5 dB

**Stereo Separation (1 kHz):**

40 dB

**Signal-to-Noise Ratio:**

Mono: 72 dB  
Stereo: 70 dB

### AM Tuner Section

**Tuning Range:**

530 kHz – 1,720 kHz (10 kHz steps)

**Usable Sensitivity:**

55 dB/m

**Total Harmonic Distortion:**

0.8% at 85 dB/m

**Signal-to-Noise Ratio:**

45 dB at 85 dB/m

### General

**Power Requirements:**

120/230 V AC, 50-60 Hz

**Power Consumption:**

8 W

**Dimensions (W x H x D)**

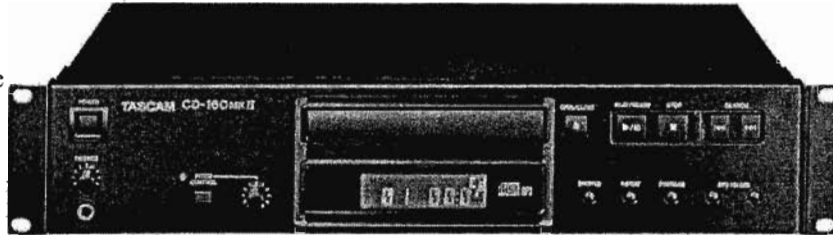
435 x 102 x 270 mm

**Weight (net):**

3.6kg

### PRODUCT OVERVIEW

The TASCAM CD-160mkII offers a simple, cost effective solution to installations where the extra features of a more complex CD player might go unused. Yet the CD-160mkII still provides features such as MP3 playback, Pitch Control



with an on/off knob, Headphone Output w/Level Control, Intro Check (via the remote control), and a variety of playback modes which can help prevent the user from making a mistake. The wireless remote (included) provides the ability to access the track directly via a 10-key pad and search for a track name during the playback of an MP3 disk.

Its simple...it's reliable!

2-U Rack-mountable

MP3 Playback

Intro Check

12% +/- Pitch Control with on/off switch

Headphone Output with Level Control

Shuffle Play and Program Play Modes

10-second anti-shock memory (ESP -- Electric Shock Protection)

Single repeat, all repeat, and folder repeat (Repeat Album) for MP3 discs.

Single Repeat and all Repeat for Audio CD

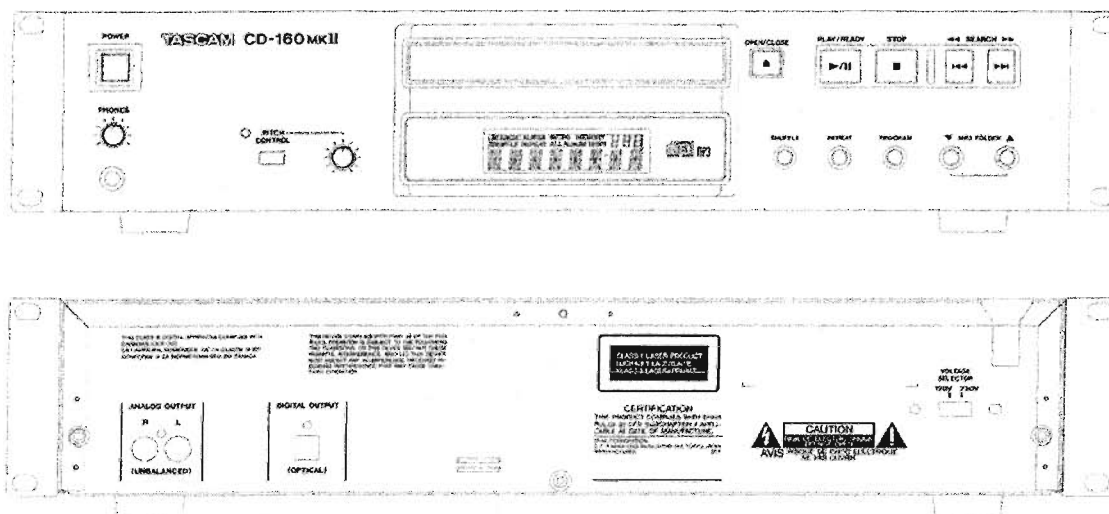
Wireless Remote Control (Included)

### CONSULTANT'S AND SYSTEM DESIGN SPECIFICATIONS

The TASCAM CD-160mkII is a 2U rack mountable single disk player with a powered loading tray. The CD player offers 12% +/- Pitch Control with an on/off knob, a Headphone Output w/level control, 40-seconds of ESP (Electronic Shock Protection), Intro Check, and Shuffle, Repeat, and Program Play Modes. It provides Single repeat, all repeat, and folder repeat (Repeat Album) for MP3 discs.

The CD-160mkII is equipped with rear panel unbalanced (RCA) outputs. The CD-160mkII is capable of playing back MP3 files on CD and CD-R/RW CDs. The CD player's pickup is 3-beam, semiconductor laser with a digital filter of 8x oversampling.

## PANELS



## SPECIFICATIONS

Disc type:	8cm and 12cm CD
Applicable Discs:	Audio CD (CD-DA), CD-R, CD-RW CD-ROM (MP3 discs, ISO 9660)
Playback Channels:	2 channels
Quantization:	16-bit liner
Sampling Frequency:	44.1KHz
LINE OUTPUTS	RCA
Maximum output level:	+6dBV (2.0Vrms)
Frequency response:	20 Hz to 20 kHz (+/-2.0dB)
Signal to noise ratio:	> 83dB
Total harmonic distortion:	< 0.03%
Power requirements:	120V / 230V ACV50-60Hz 230V AC 50Hz
Power consumption:	10W
Dimensions (W x H x D):	483 x 100 x 285 (mm)
Weight:	4.1kg

TASCAM 7733 Telegraph Road Montebello, CA 90640 (323) 726-0303 <http://www.tascamcontractor.com>  
All features and specifications are subject to change without notice. Contact your local TASCAM representative for the latest information.

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TOA COMMERCIAL SOUND

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# DESK MOUNT PAGING MICROPHONE

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## PM-660U

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### DESCRIPTION

TOA's PM-660U is an elegantly styled, compact desk microphone for use in public address, paging and radio communication systems. Ideal applications include restaurants, offices, warehouses, transportation terminals, dispatch centers and entertainment facilities.

Its smooth, natural response provides high quality voice reproduction and excellent articulation to enhance the overall performance of your system. Compact and lightweight, the PM-660U requires a minimum of desk or counter space and is easy to handle.

To significantly reduce background noise and feedback, the PM-660U features a cardioid pick-up pattern that is uniform over the entire frequency range. The dynamic microphone element has a 600 ohm balanced output and the microphone is supplied with an attached 8.2' four-conductor cable with stripped wire ends. Two conductors are shielded and are dedicated for the microphone signal. The other two unshielded conductors con-

nect to an auxiliary, normally-open switch contact, used to activate external muting, priority or relay control circuits. The auxiliary switch contact is closed by using the push-to-talk bar, which also turns on the microphone by opening a second set of contacts that normally short the mic element. A locking lever is provided to keep the push-to-talk bar in the "on" position when the microphone must be kept open for an extended period.

A wire mesh grille protects the mic element and incorporates an internal wind screen to reduce popping noises from speech. Ideal for desktop or shelf mounting, the integral microphone stand/base is fitted with four, rubber isolated feet to reduce mechanical noise pick-up. Constructed of high impact ABS resin, the microphone is finished in a neutral dark gray with a prominent, orange push-to-talk button.





## FEATURES

1. Sleek, modern design fits today's high tech workstations.
2. Dynamic microphone element with a 600 ohm balanced output.
3. Prominent press-to-talk bar with convenient locking lever.
4. Auxiliary switch contact for mute or relay circuits.
5. Cardioid pattern with excellent ambient noise rejection.
6. Delivers a smooth and natural sound.
7. Four conductor attached cable.

## SPECIFICATIONS

### PERFORMANCE

Directivity	Unidirectional, cardioid pattern
Sensitivity (1 kHz)	-58 dB*
Frequency Response	100 Hz - 10 kHz
Microphone Element	Dynamic (moving coil)
Impedance	600 ohm, balanced

### CONTROLS

Push-To-Talk Bar:	
Microphone	Normally closed (mic element shorted)
Auxiliary Switch Contact	Normally open (dry contact)
Locking Lever	
	Locks push-to-talk bar in "on" position

### PHYSICAL

Cable Length	Attached 8.2' with stripped, tinned wire ends
Cable Type	2-C shielded (audio) 2-C (aux switch)
Finish:	
Microphone Head	Zinc plated steel mesh, gray baked paint
Stand / Base	Gray ABS resin
Dimensions W"x H"x D'	3.9 x 8.5 x 5.9
Weight (lbs)	0.97

\* 0 dB = 1 V / Pascal

Specifications are subject to change without notice.

## ARCHITECTS AND ENGINEERS SPECIFICATIONS

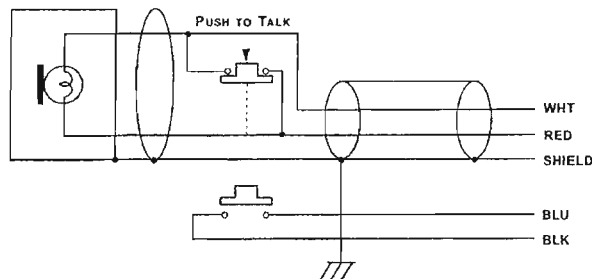
The device shall be a low impedance, dynamic microphone with an integral stand and base suitable for desk and shelf mounting. Nominal sensitivity and impedance shall be -58 dB at 1 kHz (ref: 0 dB = 1 V / Pascal), 600 ohms, balanced. Frequency response shall be from 100 Hz to 10 kHz with a cardioid directivity pattern that is uniform over the entire frequency response range.

A push-to-talk bar shall be mounted in the base with a locking lever to permit locking the bar in the microphone on position. The bar shall actuate two long-leaf, spring-type switch contacts. One shall be a normally closed contact that shorts the microphone element in the microphone off position. A second dry contact shall be provided for use with external muting, priority or relay circuits. The second contact shall be normally open with the microphone off. An attached 8.2' cable shall be provided with two shielded conductors for the microphone audio and two unshielded conductors for the auxiliary switch contact. The cable shall be supplied with stripped and solder-tinned wire ends.

The microphone stand/base shall be constructed of dark gray, ABS resin plastic with a zinc-plated steel mesh head for the microphone element. The head shall have a baked gray paint finish and an internal wind screen. The push-to-talk bar shall be orange with *TALK* engraved on its face. Dimensions shall be 3.9"x 8.5"x 5.9". Weight shall be 0.97 lbs.

The microphone shall be the TOA PM-660U.

## WIRING DIAGRAM



601 Gateway Boulevard, Suite 300  
South San Francisco, California 94080  
Phone: (415) 588-2538 Fax: (415) 588-3349

Printed in U.S.A. 4/95 © 1995 TOA Electronics, Inc.



## 9000 SERIES MODULAR DIGITAL MATRIX

### MIXER/AMPLIFIERS

**A-9060S**  
**A-9120S**  
**A-9240SH**  
**A-9060DH**  
**A-9120DH**  
**A-9120DL**

**MIXER**  
**M-9000**



## HIGHLIGHTS

The TOA 9000 Series Digital Matrix Mixer/Amplifiers redefine the conventional mixer/amplifier category by combining a modular matrix mixer, digital signal processor (DSP) and amplifiers in a compact, two rack space package. The versatile new series is ideal for multi-zone paging, music distribution and room-combining applications.

9000 Series models include dual and single channel amplifiers with high or low impedance outputs plus a matrix mixer-only version. Dual channel amplifier models feature flexible output power allowing 50% of one amplifier channel to be allocated to the second channel.

All models include eight module ports allowing designers to easily configure custom systems with up to eight mic/line inputs and eight outputs. Each 9000 Series chassis has two channels of built-in digital signal processing (DSP) with ten band parametric EQ, compressor, eight-level ducking and more. Input and output modules provide additional DSP.

Two discrete operation modes, "Matrix" and "Mixer", allow the 9000 Series to be used in both simple mixing and complex multi-zone paging applications. Versatile features include telephone zone paging, automatic microphone mixing and ambient noise control.

Modules include the D-001T dual channel mic/line input module, T-001T dual channel line output module, ZP-001T telephone access zone paging module, C-001T control expansion module, and AN-001T Ambient Noise Control module. Accessories include the AN-9001 ceiling/wall-mount microphone, ZM-9001 and ZM-9002 remote panels, and SS-9001 4-zone speaker selector.

The 9000 Series products are UL and cUL Listed and backed with TOA's five year product warranty.

### FEATURES

- **Modular Digital Matrix Mixer/Amplifiers** for a multitude of applications including audio-visual, zone paging, room combining and many more
- **Easy to Configure and Operate**
- **Exceptional Audio Quality**
  - 24-bit, 48 kHz sampling
  - Ultra-Low Distortion – 0.0008%
- **Modular Mixer** — up to 8 mic/line inputs and 8 outputs
- **Dual Channel Digital Signal Processor (DSP):**
  - 10-Band Parametric EQ
  - Loudness Contour
  - TOA Speaker EQ Presets
  - High and Low Pass Filters
  - Bass and Treble
  - Additional DSP included on D-001T and T-001T modules
  - Compressor
  - Delay (MIXER mode)
- **Single or Dual Channel Power Amplifiers** — 70.7 V, 25 V and low impedance models
- **Flexible Output Power** — dual channel models allow 50% of either amplifier channel to be allocated to the other channel (Ex. A-9060DH: CH1:90W, CH2:30W)
- **Dual Modes (MIXER and MATRIX)** — two separate feature sets to suit both simple mixing and complex multi-zone distribution applications
- **Telephone Zone Paging** — access up to eight zones with optional ZP-001T module
- **Automatic Mic Mixing** — automatically adjusts output level based on the total number of open microphones (NOM)
- **Ambient Noise Control** — automatically increase or reduce output levels in response to changes in ambient noise
- **Multi-function Display** allows programming and operation without a PC
- **Rack-mount Kit Included (2RU)**
- **Five Year Warranty**

### MODULAR DIGITAL MATRIX MIXER/AMPLIFIERS

A-9060S	1x 60W @ 25/70V, 4/8 ohms
A-9120S	1x 120W @ 25/70V, 4/8 ohms
A-9240SH	1x 240W @ 70V
A-9060DH	2x 60W @ 70V
A-9120DH	2x 120W @ 70V
A-9120DL	2x 120W @ 4-16 ohms

### MODULES

D-001T	Dual Mic/Line Input with DSP
T-001T	Dual Line Output Expansion with DSP
ZP-001T	Telephone DTMF Zone Paging
C-001T	Input/Output Control Expansion
AN-001T	Ambient Noise Control

### MODULAR DIGITAL MATRIX MIXER

M-9000	2x Line Level
--------	---------------

### ACCESSORIES

AN-9001	Ceiling Mic for Ambient Noise Control
ZM-9001	Remote Switch Panel
ZM-9002	Remote Volume Switch Panel
SS-9001	4-Zone Speaker Selector

# FEATURES

9000 SERIES MODULAR DIGITAL MATRIX  
MIXER AND MIXER/AMPLIFIERS

Tel: 800-733-7088  
Fax: 800-733-9766  
www.toaelectronics.com



## MIXER Mode

- Ideal for Speech and Sound Reinforcement Applications in hotel meeting rooms, churches, and conference rooms
- **Automatic Mixing**
  - Automatically adjusts output level based on the total number of open microphones (NOM)
  - Adjustable output attenuation from 0 to 20 logNOM
- **32 Programmable Scenes** — activate via front panel, switch closure, RS-232 or optional remote panels, models ZM-9001 and ZM-9002
- **Flexible Input-to-Output Routing** — assign any input to one or more outputs with adjustable cross-point gain
- **Stereo Link** — control two inputs or outputs with one volume control
- **Paging Function**
  - Assign outputs to up to four zones
  - Trigger paging function with VOX (one zone), control input (up to four zones) or optional ZP-001T module
  - Selectively disable outputs from programmed paging zone with contact closures

## Flexible Remote Control

- **Two Remote Volume Control Terminals**
  - Assignable to any input or output channel
  - Control with 10k ohm linear potentiometer, 0-10 VDC or optional ZM-9001/ZM-9002 remote panels
  - Assign remote volume control to background music (Priority 8) inputs without affecting paging input volume
- **Four Control Inputs** (expandable to twelve with C-001T module) — programmable to activate Memory, Volume Up/Down, Mute, Power On/Off, Emergency Mute or Synch On/Off
- **Four Control Outputs** (expandable to twelve with C-001T module) — programmable to activate external relays synchronized with Memory, Channel On/Off and Power On/Off
- **RS-232 Port**
  - Control protocol available for external devices (see protocol for controllable parameters)
  - AMX and Crestron control modules available

## MATRIX Mode

- **Multiple Simultaneous Event Activation** for paging and BGM distribution applications
- **Flexible Routing** — each audio input can be simultaneously routed to multiple outputs
- **Eight Level Ducker** — assignable priority levels and mute depth attenuates all other lower priority input signals
- **32 Programmable Events** — activate via control input, RS-232 or optional remote panels, models ZM-9001 and ZM-9002
- **Input Priority Modes** sets priority order when multiple inputs with the same priority level are broadcast
  - First-In-First-Out (FIFO): input that occurs first is broadcast
  - Last-In-First-Out (LIFO): most recent input is broadcast
  - MIX: all inputs are mixed and broadcast
- **Voice Operated (VOX) Event Activation** with adjustable threshold/sensitivity and gate release time

## Additional Features

- **Mixer Out / Power Amp In Patching Loops** (except M-9000) for connection of external processor(s)
- **Software Utility** for saving unit parameters to PC, updating unit firmware, virtual control activation and status indication
- **MS Excel Programming Templates** — use Microsoft® Excel for off-site programming
- **Keylock Security** sets password-protected access to Input, Output, Utility & Power functions
- **Input and Output Metering** (D-001T module(s) required for input metering)
- **Alphanumeric Channel and Memory Naming**
- **Power Off Save Mode** saves adjusted volume levels when the power is switched off
- **Power On Memory** sets the Event/Scene selected when unit powers up
- **Detachable IEC-type AC Cable**
- **UL and cUL Listed**

## 9000 Series Models

Model	Power Amplifier Output(s)	Digital Signal Processor	Mic/Line Inputs	Line Outputs
A-9060S	1x 60 W @ 25/70V, 4/8 ohms	2 Channels	Up to 8 (4x D-001T)	Up to 7 (1 built-in plus 3x T-001T)
A-9120S	1x 120 W @ 25/70V, 4/8 ohms	2 Channels	Up to 8 (4x D-001T)	Up to 7 (1 built-in plus 3x T-001T)
A-9240SH	1x 240 W @ 70V	2 Channels	Up to 8 (4x D-001T)	Up to 7 (1 built-in plus 3x T-001T)
A-9060DH	2x 60 W @ 70V	2 Channels	Up to 8 (4x D-001T)	Up to 6 (3x T-001T)
A-9120DH	2x 120 W @ 70V	2 Channels	Up to 8 (4x D-001T)	Up to 6 (3x T-001T)
A-9120DL	2x 120 W @ 4 ohms	2 Channels	Up to 8 (4x D-001T)	Up to 6 (3x T-001T)
M-9000	2x Line Level	2 Channels	Up to 8 (4x D-001T)	Up to 8 (2 built-in plus 3x T-001T)



9000 SERIES MODULAR DIGITAL MATRIX  
MIXER AND MIXER/AMPLIFIERS

Tel: 800-733-7088

Fax: 800-733-9766

www.toaelectronics.com

# SPECIFICATIONS

Model No.	A-9060DH	A-9120DH	A-9120DL	A-9060S
<b>Output Power</b>	2 x 60W @ 70V	2 x 120W @ 70V	2 x 120W @ 4-16 ohms	1 x 60W @ 25/70V, 4/8 ohms
<b>Audio Input</b>	Max. 8 channels, modular construction (modules optional) Power amplifier input 1, 2: 0 dBV, 10k $\Omega$ , RCA pin jack			
<b>Audio Output</b>	Preamplifier output 1, 2: 0 dBV, 300 $\Omega$ , unbalanced, RCA pin jack			Preamplifier output 1: 0 dBV, 300 $\Omega$ , unbalanced, RCA pin jack; Preamplifier output 2: 0 dBV, 600 $\Omega$ , balanced, removable terminal block (3 pins)
	Speaker output 1, 2: 60 W, 70.7 V line, 83 $\Omega$ x 2, BTL output, removable terminal block (4 pins)	Speaker output 1, 2: 120 W, 70.7 V line, 41 $\Omega$ x 2, BTL output, removable terminal block (4 pins)	Speaker output 1, 2 4-16 $\Omega$ , unbalanced, removable terminal block (4 pins), 120W x 2 (4 $\Omega$ load), 70W x 2 (8 $\Omega$ load), 40W x 2 (16 $\Omega$ load)	Removable terminal block (7 pins); Direct 60W, 4 $\Omega$ , unbalanced; Transformer: 60W, 8 $\Omega$ 25V and 70V, balanced
<b>Power Bandwidth</b>	20 - 20,000 Hz, 0.008% THD		20 - 20,000 Hz, 0.02% THD	Direct: 20 - 20,000 Hz, 0.02% THD; Transformer: 50 - 20,000 Hz, 0.5% THD
<b>Frequency Response</b>	Power amplifier section: 20 - 20,000 Hz, +0, -1 dB Analog input module to speaker output: 20 - 20,000 Hz +1, -3 dB			
<b>Total Harmonic Distortion</b>	Power amplifier section: 0.0008% (22 kHz LPF, 1 kHz, rated power) Analog input module to speaker output: 0.008% (22 kHz LPF, 1 kHz, rated power)	0.0008% (8 $\Omega$ , 16 $\Omega$ rated power) 0.002% (4 $\Omega$ rated power)	0.008% (22 kHz LPF, 1 kHz, rated power)	0.008% (22 kHz LPF, 1 kHz, rated power) 0.008% (22 kHz LPF, 1 kHz, rated power)
<b>S/N Ratio</b>	At Input short, 20 - 20,000 Hz, ALL FLAT or OFF setting Output volume min: 90 dB (preamplifier output) Output volume max.: 61 dB (preamplifier output, input 1 volume 0 dB, other inputs: OFF) Power amplifier section: 110 dB			
<b>Crosstalk</b>	Over 64 dB at 20 kHz			
<b>Tone Control</b>	Bass: +/-12 dB (at 100 Hz), Treble: +/-12 dB (at 10 kHz)			
<b>Parametric EQ</b>	10 bands, Freq: 20 - 20,000Hz, 31 steps, Various range. +/- 12 dB, Q. 0.3 - 5			
<b>Speaker Equalizer</b>	15 (presets for TOA speakers)			
<b>High-pass Filter</b>	-12 dB/oct, Variable frequency range: 20 - 400 Hz, 14 steps			
<b>Low-pass Filter</b>	-12 dB/oct, Variable frequency range: 4,000 - 20,000 Hz, 8 steps			
<b>Compressor</b>	Depth: 1 - 5			
<b>Delay</b>	0 - 40 ms (1 ms steps), maximum 40 ms (CH1 + CH2) (Mix mode only)			
<b>Scene/Event Memory</b>	32			
<b>Operation Mode</b>	Matrix mode/Mix mode (selector switch)			
<b>Auxiliary Function</b>	Key lock function			
<b>Control Input/Output</b>	RS-232C, D-sub connector (9P, female) Control input: 4 inputs, no-voltage make contact input, open voltage: 3 3V DC, short-circuit current: under 1 mA, removable terminal block Control output: 4 outputs, open collector output, withstand voltage 27V DC, control current: 50 mA, removable terminal block Remote volume: 2 channels, connect a 10k $\Omega$ /linear taper variable resistor or 0 - 10 VDC, removable terminal block			
<b>Power Source</b>	120 V AC, 60 Hz			
<b>Power Consumption</b>	150 W	250 W	260 W	100 W
<b>Operating Temperature</b>	14" to 104" F (-10" to 40" C)			
<b>Operating Humidity</b>	35% to 80% RH (no condensation)			
<b>Finish</b>	Panel: Aluminum, hair-line, black, Case: Surface-treated steel plate, black paint			
<b>Dimensions (W x H x D)</b>	16.54" x 4.24" (3 5" w/out feet) x 15.55" (420 x 107.6 x 395 mm)			16.54" x 4.24" (3 5" w/out feet) x 13.98" (420 x 107.6 x 355 mm)
<b>Weight (without modules)</b>	19.84 lbs. (9 kg)	24.25 lbs. (11 kg)	24.25 lbs (11 kg)	24.25 lbs (11 kg)



# 9000 SERIES AMPLIFIER

## A-9060DH(CU)

### DESCRIPTION

The A-9060DH Matrix Mixer is designed to be used in conjunction with optional modules and can be configured for up to 8 inputs and 8 outputs. 9000 series modules as well as existing 900 series input modules can be used. The most appropriate modules can be selected depending on applications. Since it comes with two 60 W power amplifiers, it can individually perform multi-origin broadcasts. It is equipped with signal processing and control functions necessary for sound reinforcement, permitting all parameters to be set at the mixer. Settings data can be stored inside the unit and called up using the keys on the front panel.

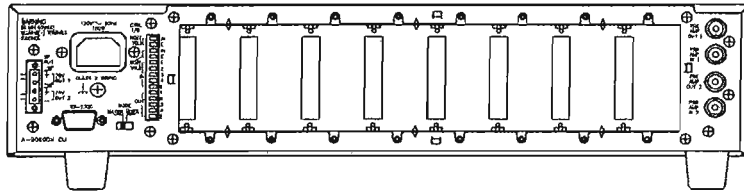
### SPECIFICATIONS

(\*1) 0 dB = 1 V

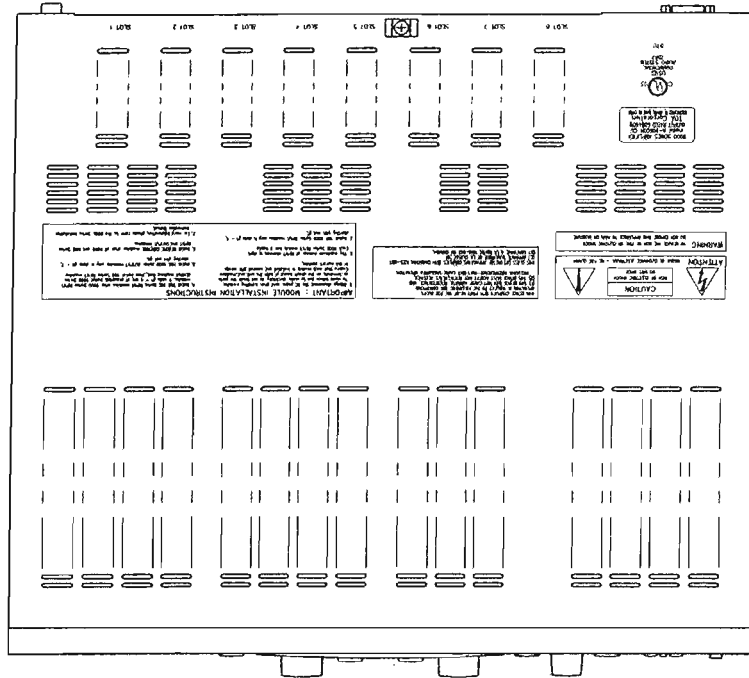
Power Source	120 V AC, 60 Hz
Power Consumption	150 W
Audio Input	Max. 8 channels, modular construction (modules optional) Power amplifier input 1, 2: 0 dB(*1), 10 kΩ, RCA pin jack
Audio Output	Preamplifier output 1, 2: 0 dB(*1), 300 Ω, unbalanced, RCA pin jack Speaker output 1, 2: 60 W, 83 Ω × 2, BTL output, removable terminal block (4 pins)
Module Slot	Analog input (slot 1 - 8): -10 dB(*1), 10 kΩ, unbalanced Digital input (slot 1 - 4): 24 bit/48 kHz MIX output (slot 1 - 8): -14 dB(*1), 330 Ω (CH 1 pre-fader output), unbalanced Digital output (slot 5 - 7): 24 bit/48 kHz Power supply (slot 1 - 8): +24 V, -24 V, +6 V DC
Digital Audio Signal Reference Level	-20 dBFS
Power Bandwidth	20 - 20,000 Hz, 0.008% THD
Frequency Response	Power amplifier section: 20 - 20,000 Hz, +0, -1 dB Analog input module to speaker output: 20 - 20,000 Hz, +1, -3 dB
Total Harmonic Distortion	Power amplifier section: 0.0008% (22 kHz LPF, 1 kHz, rated power) Analog input module to speaker output: 0.008% (22 kHz LPF, 1 kHz, rated power)
S/N Ratio	At Input short, 20 - 20,000 Hz, set to ALL FLAT or OFF setting Output volume min.: 90 dB (preamplifier output) Output volume max.: 61 dB (preamplifier output, Input 1 volume: 0 dB, Other Inputs: OFF) Power amplifier section: 110 dB
Cross Talk	Over 64 dB (at 20 kHz)
Tone Control	Bass: ±12 dB (at 100 Hz) Treble: ±12 dB (at 10 kHz)
Parametric Equalizer	10 bands, Frequency: 20 - 20,000 Hz, 31 steps, Variable range: ±12 dB, Q: 0.3 - 5
Speaker Equalizer	15 (compatible with TOA speakers only)
High-pass Filter	-12 dB/oct, Variable frequency range: 20 - 400 Hz, 14 steps
Low-pass Filter	-12 dB/oct, Variable frequency range: 4,000 - 20,000 Hz, 8 steps
Compressor	Depth: 1 - 5
Delay	0 - 40 ms (1 ms steps), maximum 40 ms (CH 1 + CH 2), mixer mode only
Scene/Event Memory	32
Operation Mode	Matrix mode/Mixer mode (selector switch)
Auxiliary Function	Key lock function
Control Input/Output	RS-232C(*2), D-sub connector (9 P, female) Control input: 4 inputs, no-voltage make contact input, open voltage: 3.3 V DC, short-circuit current: Under 1 mA, removable terminal block (14 pins) Control output: 4 outputs, open collector output, withstand voltage: 27 V DC, control current: 50 mA, removable terminal block (14 pins) Remote volume: 2 channels, connect a 10 kΩ/linear taper variable resistor or input the DC voltage of 0 to +10 V, removable terminal block (14 pins)
Operating Temperature	-10°C to +40°C
Operating Humidity	35% to 80% RH (no condensation)
Finish	Panel: Aluminum, hair-line, black Case: Surface-treated steel plate, black, paint
Dimensions	420 (W) × 107.6 (H) × 395 (D) mm
Weight	9 kg
Accessory	Power cord (2 m) ---1, Rack mounting bracket ---2, Bracket mounting screw ---4, Blank panel ---7, Blank panel mounting screw ---14, Removable terminal plug (4 pins) ---1, Removable terminal plug (14 pins) ---1, CD-ROM ---1, Start guide ---1

(\*2) Allowing it to be controlled by a control system such as AMX and Crestron through RS-232C port.

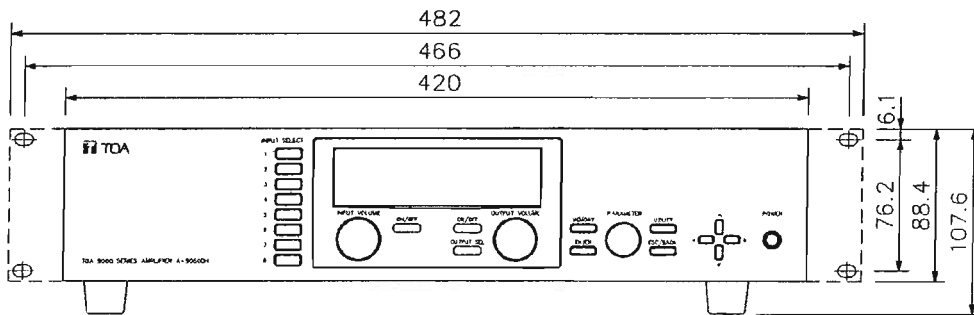
Notes: AMX is a trademark of AMX Corporation.  
Crestron is a trademark of Crestron Electronics, Inc.



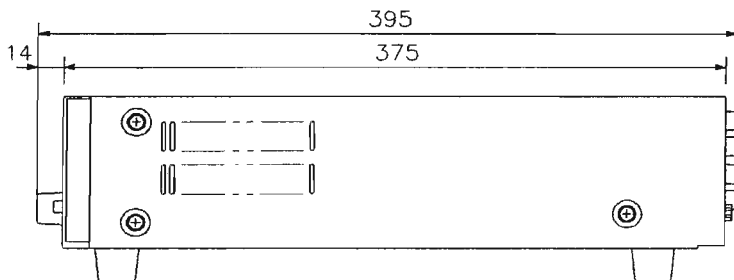
Rear View



Top View



Front View



Side View

# MODULES

9000 SERIES MODULAR DIGITAL MATRIX  
MIXER AND MIXER/AMPLIFIERS

Tel: 800-733-7088  
Fax: 800-733-9766  
www.toaelectronics.com

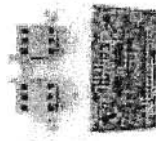


## 9000 SERIES MODULES

### D-001T

Dual Mic/Line Input Module with DSP

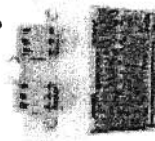
- Two Balanced Mic / Line Inputs
- Digital Signal Processing
  - 10-Band Parametric EQ
    - Bass / Treble
  - Loudness
  - High and Low Pass Filters
  - Compressor
- Adjustable Sensitivity (nine levels, -60 to -10 dBV)
- Phantom Power (24 VDC)
- Removable Terminal Block
- Maximum four per chassis
- Required for VOX function and input metering



### T-001T

Dual Line Output Expansion Module with DSP

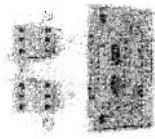
- Two Balanced Line Outputs
- Digital Signal Processing
  - 10-Band Parametric EQ
    - Bass / Treble
  - Loudness
  - High and Low Pass Filters
  - Compressor
  - TOA speaker EQ presets
- Removable Terminal Block
- Maximum three per chassis



### AN-001T

Ambient Noise Controller Module

- Automatically adjusts output gain to compensate for changes in ambient noise level
- Each input can be assigned to control a specific output
- Two inputs with +24VDC phantom power for condenser mics
- 14 preset gain ratios
- Accessory sensing microphone available, model AN-9001
- Maximum two per chassis



### SS-9001

Speaker Selector

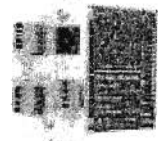
- Switch up to four speaker lines on one amplifier output
- Two amplifier inputs for Paging/BGM applications
- Triggered by ZP-001T module control outputs
- Wall-mount bracket included
- Requires optional 24VDC power supply, model AD-246



### ZP-001T

Telephone Zone Paging Module

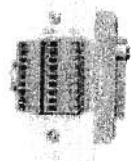
- Telephone Paging to up to eight zones
- Uses DTMF dialing to access amplifier and/or line outputs
- Dial up to eight output zones in one operation
- Analog extension or page port compatible
- Page port operation requires contact closure activation
- RJ-11 Telephone Jack and Removable Terminal Blocks
- Maximum one per chassis



### C-001T

Input/Output Control Module

- Eight assignable control inputs for activating Event, Volume Up/Down, Mute, Power On/Off, Emergency Mute or Synch On/Off
- Eight assignable control outputs for activating external relays
- Removable Terminal Block
- Maximum one per chassis



### AN-9001

Ambient Noise Sensing Microphone

- Ceiling or wall-mount condenser microphone
- Fits one gang electrical box
- Use with AN-001T module or DP-L2 processor



### ZM-9001

Remote Panel

- Six buttons to activate preset selection or volume up/down
- Wiring: shielded conductor to chassis Remote Volume terminals
- Max. loop resistance: 100 ohms (3000 ft. 22AWG)
- Fits one gang electrical box
- Maximum two ZM-9001/ZM-9002 per chassis



### ZM-9002

Remote Panel

- Four push buttons to activate preset selection or volume up/down
- Volume control knob
- Wiring: shielded conductor to chassis Remote Volume terminals
- Max. loop resistance: 100 ohms (3000 ft. 22AWG)
- Fits one gang electrical box
- Maximum two ZM-9001/ZM-9002 per chassis



**IMPORTANT NOTE ON MODULES:** All existing 900 Series modules are compatible with all 9000 Series module ports. Please see the new 9000 Series installation manual for details on installing modules. New 9000 modules are not compatible with module ports in 900 Series, 700 Series or BG-M Series mixer/amplifiers.



# TEXAS SOUTHMOST COLLEGE DISTRICT

## BOARD AGENDA REQUEST FORM

<b>Department/Division:</b> Office of Planning and Construction / Partnership Affairs.	<b>Board Meeting Date:</b> March 26, 2009
<b>Agenda Item:</b> Consideration and possible action on a contract award to purchase and install fixed audience seating for the Arts Center project.	
<b>Rationale/Background:</b> Owner procurement of materials was identified as one of the cost control strategies for the construction projects. Procurement of audience fixed seating is one of the items that could provide substantial savings to the Arts Center project. The seats required for the facility are floor anchored with moveable bases, flip-up hardwood armrest, 34" back height and 22 inches width varying in width. Aisle seating includes LED aisle lights and ADA (American Disabilities Act) ends. The attach proposal from the manufacturer Irwin Seating Company, a member of Buyboard Purchasing Cooperative, includes the purchase of 733 fixed seats and installation in the amount of \$171,558.65. A recommendation was presented to the Texas Southmost College Board of Trustees Physical Facilities Committee at their meeting on March 25, 2009.	
<b>Recommended Action:</b> Motion to accept a contract to purchase and install fixed audience seating from Irwing Seating Company in the amount of \$171,558.65 and authorize the Assistant Vice President for Planning and Construction to execute the contract.	
<b>Fiscal Implications:</b> Budgeted Item: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If no, explain: Arts Center Project Budget	
<b>Attachments (List):</b> 1. Recommended Proposal	

<b>FOR OFFICE USE ONLY:</b>
<b>Board Action:</b> Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Tabled for action on: _____
<b>Certified by:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____



# Seating Proposal

*Valid for 90 Days*

RE. TSC Music Education Building

Patricia Sanchez

Following is the pricing requested. Our proposal is based upon the use of standard Irwin Seating Company product and black finish colors, for shipment in the 2009 calendar year. Pricing is F.O.B. destination and is based upon a quantity of 733 chairs. Pricing is based upon the Buyboard Purchasing Contract and includes freight, handling, and non-union installation of seating. Pricing does not include tax.

Irwin Seating Company Model #89123 Fellowship II Chair; Floor Mounted;  
#89 Fellowship II Back. 34" back height, upholstered 3" poly, maple veneer back panel;  
#12 Ergo Seat, ergonomic style cushion, reinforced polypropylene structural seat shell, full  
fold, quiet rise lift;  
Upholstered with an Absecon Mills Recess fabric;  
#3 Flip-up Arm Standard, maple hardwood armrest;  
#3 Aisle End Standard, cantilevered, maple veneer decorator panel, maple hardwood armrest;  
Floor Attachment Hardware and Caps for concrete floor attachment;  
Standard Finish Selections: 28 Black Plastic, 28 Black Powder Coat  
Includes: Standard Number and Letter Plates; 8 ADA Transfer Arm Standards; 84 LED Aisle  
Lights; 1 Low Voltage Transformer; 15 Chairs on Movable Base Units; 4 Spare Backs and  
Seats; 8 Spare Back Covers; 15 Spare Seat covers; 8 Spare Armrests

Pricing may need to be revised if there is a change in quantity of chairs or custom finishes are used.  
Delivery schedule can be met if all submittals are approved by due dates.

Unit Price:                    \$ 234.05                    Total:                         \$ 171,558.65



Photograph of the Irwin Seating Model #89123/#89HB123 Fellowship Chair

**Product Clarifications:**

Chair widths are 20 to 22 inches, 23 inch wide chair is not available  
ADA Ends are panel-less flip-up arm standards, not swing away end panels

Thank you for the opportunity to provide you with pricing. Please let us know if you have any questions, or need anything further at this time. You can contact me at 616.574.7362.

Sincerely,

Susi Alonso

**Irwin Seating Company**

3251 Fruit Ridge Road NW | Grand Rapids, MI | 49544 | USA

C: Clark Dudley



# TEXAS SOUTHWEST COLLEGE DISTRICT

## BOARD AGENDA REQUEST FORM

<b>Department/Division:</b> Office for Planning and Construction Office/ Partnership Affairs	<b>Board Meeting Date:</b> March 26, 2008
<b>Agenda Item:</b> Consideration and possible action to award a contract to Jimmy Closner & Sons Construction Co., Inc. for construction of the REK Center parking lot.	
<b>Rationale/Background:</b> On November 2008 funding was approved by the TSC Board of Trustees for the construction of a parking lot adjacent to the REK Center project site. As the REK Center nears completion, a need for additional parking is essential for the facility and the multipurpose field. The proposed parking lot project was advertised according to TSC Board Policies for competitive sealed proposals. Proposals were received on March 12, 2009. The proposals were evaluated by: Mr. Joe Vasquez and Mr. Jaime Cantu from Vasquez Engineering, Mr. Juan Jose Avalos, Mr. Jacinto Cabrera and Ms. Patricia Sanchez. Upon evaluation of the proposals the evaluation committee recommends to award the contract to Jimmy Closner & Sons Construction Co., Inc. in the amount of \$284,752.50. The amount includes the base bid, alternate one and alternate two of the proposal. The recommended proposal is within the budget set aside for the project.	
<b>Recommended Action:</b> A motion to award the contract to Jimmy Closner & Sons Construction Co., Inc. in the amount of \$284,752.50 and to authorize the Assistant Vice President for Planning and Construction to execute the contract.	
<b>Fiscal Implications:</b> Budgeted Item: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If no, explain: The contract amount will be charged against Bond Proceed Interest Earnings account as per November 2008 funding allocation.	
<b>Attachments (List):</b> 1. Evaluation Committee Recommendation Letter 2. Proposal Tabulation 3. Evaluation Matrix 4. Recommended Proposal	

<b>FOR OFFICE USE ONLY:</b>
<b>Board Action:</b> Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Tabled for action on: _____
<b>Certified by:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____

## PROJECT MEMORANDUM

DATE: March 19, 2009

TO: Texas Southmost College/University of Texas at Brownsville

FROM: VASQUEZ SURVEYING, INC./ INNOVATIVE CIVIL ENGINEERING SERVICES, LTD.

SUBJECT: REK CENTER PARKING LOT IMPROVEMENTS -  
RECOMMENDATION TO SELECT CONTRACTOR

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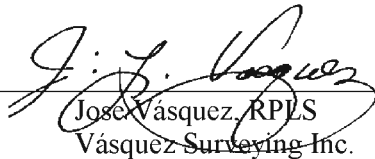
Veronica Mendez and TSC/UTB Board Members,

Upon reviewing all of the bids from the participating contractors, Vasquez Surveying, Inc. and Innovative Civil Engineering Services, Ltd. would like to recommend Jimmy Closner and Sons Construction as the construction contractor for the referenced project.

Our recommendation is not only based on the fact that Jimmy Closner and Sons Construction provided the lowest bid, but also because they happen to be a reputable construction company. Attached we have included a bid tabulation summarizing the unit prices for each contractor.

A committee was also formed to evaluate the proposals according to the criteria established in the published proposal. The committee evaluation reflects Jimmy Closner and Sons as the best value respondent as well. Vasquez Surveying, Inc. and Innovative Civil Engineering Services, Ltd. are ready to proceed with the project and looks forward to working with the contractor of your choice.

Signed: \_\_\_\_\_

  
Jose Vasquez, RPLS  
Vasquez Surveying Inc.

BID TABULATION  
REK-CENTER PARKING LOT IMPROVEMENTS  
FOR:

TEXAS SOUTHWEST COLLEGE / UNIVERSITY OF TEXAS AT BROWNSVILLE

Item No.	Description	Est. Qty.	Unit	Bidder #1		Bidder #2		Bidder #3		Bidder #4		Bidder #5		Bidder #6		Bidder #7		Bidder #8	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Remove & Dispose Existing Concrete	527	SY	\$1.00	\$527.00	\$9.00	\$4,743.00	\$8.50	\$4,479.50	\$28.38	\$13,375.28	\$15.00	\$7,905.00	\$15.76	\$8,300.25	\$38.08	\$20,068.16	\$9.84	\$5,241.00
2	Remove and Dispose Chain Link Fence	1255	LF	\$0.50	\$627.50	\$1.50	\$1,882.50	\$1.00	\$1,255.00	\$1.76	\$2,208.80	\$1.50	\$1,882.50	\$5.25	\$6,588.75	\$3.38	\$4,492.90	\$5.57	\$6,988.00
3	Cleaning and Degrubbing	1888	SY	\$1.00	\$1,888.00	\$2.50	\$4,720.00	\$2.00	\$3,776.00	\$1.42	\$2,689.96	\$1.50	\$2,832.00	\$2.83	\$5,365.44	\$1.88	\$3,171.84	\$7.00	\$13,224.00
4	Remove and Dispose of Existing Curb & Gutter	575	LF	\$2.00	\$1,150.00	\$3.00	\$1,725.00	\$2.00	\$1,150.00	\$2.75	\$1,593.75	\$2.05	\$1,178.75	\$4.20	\$2,415.00	\$5.72	\$3,334.00	\$5.96	\$4,002.00
5	Remove and Dispose of Existing Conspicuous Pipe	1	LS	\$450.00	\$450.00	\$300.00	\$300.00	\$600.00	\$600.00	\$1,052.09	\$1,052.09	\$1,740.00	\$1,740.00	\$1,575.00	\$1,575.00	\$2,800.00	\$2,800.00	\$2,506.00	\$2,506.00
5a	Remove and Dispose of Existing Asphalt	2610	SY	\$0.50	\$1,305.00	\$1.50	\$3,915.00	\$1.00	\$2,610.00	\$1.07	\$2,792.70	\$0.75	\$1,957.50	\$5.25	\$13,702.50	\$3.92	\$10,231.20	\$5.57	\$14,532.00
6	2" HMAAC Pavement	4300	SY	\$8.60	\$37,040.00	\$7.10	\$30,530.00	\$13.50	\$58,050.00	\$9.14	\$39,302.00	\$13.10	\$56,330.00	\$12.60	\$54,180.00	\$10.64	\$45,752.00	\$16.29	\$70,031.00
7	1/8" Crushed Limestone Base	4750	SY	\$10.50	\$50,025.00	\$11.05	\$52,487.50	\$12.50	\$59,375.00	\$11.32	\$53,770.00	\$15.75	\$74,612.50	\$10.75	\$50,362.50	\$10.75	\$50,362.50	\$10.63	\$50,215.00
8	1/8" Lime Stabilized Subgrade (@ 6%)	4750	SY	\$6.00	\$28,500.00	\$4.95	\$23,512.50	\$3.70	\$17,575.00	\$5.46	\$25,935.00	\$3.00	\$14,250.00	\$4.73	\$22,467.50	\$2.24	\$10,640.00	\$3.01	\$14,281.00
9	Prime Coat (0.2 Gal/SY)	960	GAL	\$3.50	\$3,360.00	\$3.75	\$3,525.00	\$3.25	\$3,120.00	\$6.77	\$6,484.25	\$5.00	\$4,800.00	\$5.25	\$5,032.50	\$5.60	\$5,376.00	\$5.57	\$5,336.60
10	Excavation/Fill and Re-Grading	2400	CY	\$2.25	\$5,400.00	\$6.75	\$16,200.00	\$3.00	\$7,200.00	\$7.15	\$17,160.00	\$2.00	\$4,800.00	\$7.35	\$17,640.00	\$3.36	\$8,064.00	\$17.78	\$42,662.00
11	1/8" Concrete Valley Gutter	60	LF	\$24.00	\$1,440.00	\$23.15	\$1,389.00	\$38.00	\$2,280.00	\$35.17	\$2,110.20	\$30.00	\$1,800.00	\$20.79	\$1,247.40	\$26.88	\$1,612.80	\$41.77	\$2,508.00
12	Curb & Gutter	850	LF	\$8.50	\$7,225.00	\$7.75	\$6,587.50	\$10.00	\$8,500.00	\$9.42	\$8,007.00	\$10.00	\$8,500.00	\$11.58	\$9,843.00	\$6.72	\$5,712.00	\$15.31	\$13,015.00
13	Concrete Header Curb	950	LF	\$8.00	\$7,600.00	\$3.75	\$3,562.50	\$10.00	\$9,500.00	\$6.14	\$5,833.00	\$10.25	\$8,737.50	\$8.40	\$7,980.00	\$5.04	\$4,788.00	\$10.00	\$9,500.00
14	Barrier Free Ramps	5	EA	\$700.00	\$3,500.00	\$450.00	\$2,250.00	\$400.00	\$2,000.00	\$487.99	\$2,439.45	\$435.00	\$2,175.00	\$472.50	\$2,362.50	\$392.00	\$1,960.00	\$487.20	\$2,436.00
15	Wheel Stops	33	EA	\$35.00	\$1,155.00	\$25.00	\$825.00	\$30.00	\$990.00	\$58.76	\$1,937.08	\$45.40	\$1,551.20	\$31.50	\$1,039.50	\$39.20	\$1,293.60	\$22.00	\$728.00
16	1/8" Concrete Sidewalk	335	LF	\$22.00	\$7,370.00	\$16.25	\$5,443.75	\$28.32	\$9,487.20	\$17.87	\$5,986.45	\$23.50	\$7,872.50	\$20.79	\$6,984.65	\$28.88	\$9,004.80	\$31.74	\$10,632.00
17	Concrete Sidewalk	90	LF	\$30.00	\$2,700.00	\$12.70	\$1,143.00	\$28.32	\$2,548.80	\$21.71	\$1,953.90	\$21.45	\$1,930.50	\$17.33	\$1,559.70	\$22.40	\$2,016.00	\$26.29	\$2,366.00
18	Drainage Swale w/Concrete Bottom	60	LF	\$8.00	\$480.00	\$6.15	\$369.00	\$10.00	\$600.00	\$4.00	\$240.00	\$24.04	\$1,442.40	\$9.60	\$576.00	\$12.80	\$768.00	\$22.40	\$1,344.00
19	Metal Cover for Gutter Crossings	6	EA	\$570.00	\$3,420.00	\$125.00	\$750.00	\$100.00	\$600.00	\$379.38	\$2,276.16	\$232.00	\$1,392.00	\$157.50	\$945.00	\$554.40	\$3,328.40	\$596.00	\$4,750.00
20	Signs	7	EA	\$170.00	\$1,190.00	\$260.00	\$4,420.00	\$270.00	\$4,590.00	\$309.58	\$2,167.06	\$348.00	\$2,436.00	\$131.25	\$818.75	\$91.75	\$5,206.50	\$501.76	\$3,512.32
21	Shipping to Include Directional Arrows, HC, Etc.	1	LS	\$2,500.00	\$2,500.00	\$1,400.00	\$1,400.00	\$5,000.00	\$5,000.00	\$1,731.16	\$1,731.16	\$2,899.25	\$2,899.25	\$3,753.75	\$3,753.75	\$4,200.00	\$4,200.00	\$3,700.00	\$3,700.00
22	Traffic Control Devices for Duration of Project	3	MO	\$800.00	\$2,400.00	\$1,000.00	\$3,000.00	\$600.00	\$1,800.00	\$431.72	\$1,295.16	\$522.00	\$1,566.00	\$640.00	\$1,920.00	\$1,680.00	\$5,040.00	\$3,480.00	\$10,440.00
23	4" Electrical Conduit	350	LF	\$15.00	\$5,250.00	\$4.00	\$1,400.00	\$5.00	\$1,750.00	\$7.28	\$2,548.00	\$4.70	\$1,645.00	\$4.20	\$1,470.00	\$11.00	\$3,850.00	\$6.00	\$2,100.00
24	1/2" Chain Link Fence	140	LF	\$25.00	\$3,500.00	\$25.00	\$3,500.00	\$30.00	\$4,200.00	\$32.92	\$4,608.80	\$11.60	\$1,328.00	\$11.60	\$1,328.00	\$23.82	\$4,146.80	\$60.00	\$8,400.00
25	Erosion and Sediment Control	3	MO	\$570.00	\$1,710.00	\$700.00	\$2,100.00	\$600.00	\$1,800.00	\$1,337.51	\$4,012.53	\$580.00	\$1,740.00	\$940.00	\$2,820.00	\$2,800.00	\$8,400.00	\$1,412.33	\$4,237.00
26	Backfill, Sodding and Landscaping	1	LS	\$25,300.00	\$25,300.00	\$30,325.00	\$30,325.00	\$27,500.00	\$27,500.00	\$18,081.16	\$18,081.16	\$33,501.30	\$33,501.30	\$28,365.00	\$28,365.00	\$27,677.44	\$27,677.44	\$31,864.00	\$31,864.00
27	Irrigation Improvements	1	LS	\$7,700.00	\$7,700.00	\$15,675.00	\$15,675.00	\$13,000.00	\$13,000.00	\$18,081.16	\$18,081.16	\$9,100.00	\$9,100.00	\$9,450.00	\$9,450.00	\$14,099.60	\$14,099.60	\$9,055.00	\$9,055.00
28	2-1/2" HMAAC Pavement	550	SY	\$10.50	\$5,775.00	\$7.95	\$4,372.50	\$14.00	\$7,700.00	\$12.23	\$6,726.50	\$16.00	\$8,400.00	\$13.85	\$7,507.50	\$16.80	\$9,240.00	\$1.91	\$1,061.00
29	1/8" Crushed Limestone Base	610	SY	\$13.00	\$7,930.00	\$10.75	\$6,552.50	\$12.50	\$7,625.00	\$15.28	\$9,320.00	\$17.50	\$10,625.00	\$11.55	\$7,042.50	\$13.44	\$8,198.40	\$15.93	\$9,716.00
30	8" Lime Treated Subgrade	610	SY	\$6.00	\$3,660.00	\$4.85	\$2,957.50	\$2.00	\$1,220.00	\$8.32	\$5,076.20	\$2.40	\$1,464.00	\$4.73	\$2,865.30	\$2.24	\$1,366.40	\$5.85	\$3,566.00
31	Prime Coat (0.2 gallys)	110	GAL	\$3.50	\$385.00	\$3.75	\$412.50	\$3.25	\$357.50	\$11.87	\$1,305.70	\$5.10	\$451.00	\$5.25	\$577.50	\$5.60	\$616.00	\$5.58	\$612.00
32	New Fire Hydrant & Relocated	1	EA	\$4,400.00	\$4,400.00	\$3,800.00	\$3,800.00	\$4,500.00	\$4,500.00	\$4,468.16	\$4,468.16	\$3,750.00	\$3,750.00	\$2,940.00	\$2,940.00	\$9,520.00	\$9,520.00	\$5,403.00	\$5,403.00
33	Curb & Gutter	300	LF	\$8.50	\$2,550.00	\$7.75	\$2,325.00	\$10.00	\$3,000.00	\$10.90	\$3,270.00	\$8.70	\$3,915.00	\$11.55	\$3,465.00	\$6.72	\$2,016.00	\$15.31	\$4,595.00
34	6" Concrete Valley Gutter	40	LF	\$24.00	\$960.00	\$23.15	\$926.00	\$36.00	\$1,440.00	\$37.69	\$1,507.60	\$29.00	\$1,160.00	\$20.79	\$831.60	\$26.88	\$1,075.20	\$41.75	\$1,670.00
35	Contingency	1	EA	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
36	Mobilization and Demobilization of Equipment	1	LS	\$5,000.00	\$5,000.00	\$8,245.00	\$8,245.00	\$2,000.00	\$2,000.00	\$1,731.16	\$1,731.16	\$325.00	\$325.00	\$12,547.50	\$12,547.50	\$9,520.00	\$9,520.00	\$1,000.00	\$1,000.00
<b>TOTAL AMOUNT OF BIDS</b>					<b>\$277,552.50</b>		<b>\$279,633.25</b>		<b>\$309,734.00</b>		<b>\$313,615.91</b>		<b>\$320,259.60</b>		<b>\$331,646.59</b>		<b>\$338,488.36</b>		<b>\$407,494.00</b>
<b>ALTERNATE BID ITEMS</b>																			
1	Concrete Sidewalk	200	LF	\$32.00	\$6,400.00	\$20.31	\$4,062.00	\$35.00	\$7,000.00	\$25.55	\$5,110.00	\$36.54	\$7,308.00	\$27.72	\$5,544.00	\$35.84	\$7,168.00	\$44.50	\$8,900.00
1	Remove and Dispose of Existing FH	1	LS	\$800.00	\$800.00	\$750.00	\$750.00	\$500.00	\$500.00	\$1,731.16	\$1,731.16	\$1,532.00	\$1,532.00	\$630.00	\$630.00	\$840.00	\$840.00	\$3,080.00	\$3,080.00
2	8" Compacted Subgrade (unstabilized)	5360	SY	\$2.50	\$13,400.00	\$2.25	\$12,000.00	\$3.00	\$16,080.00	\$1.88	\$9,969.60	\$1.63	\$8,736.80	\$3.16	\$16,884.00	\$1.96	\$10,505.60	\$4.03	\$21,578.00

\* Note: There are numerous tabulation errors in the Bid Proposal from these contractors, therefore the Total Amount of Base Bid does not match.

**Texas Southmost College District**  
RFP 09-08 REKC Parking Lot Improvements

Proposal Tabulation

Newspaper Advertisement: February 16 and 23, 2009

Pre-Proposal Conference: Wednesday, March 4, 2009

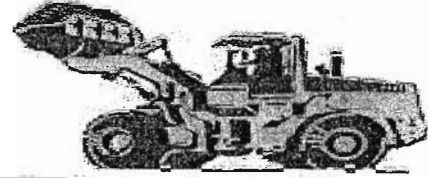
Proposals due on: Thursday, March 12, 2009

	Bidders Name	Bond (Y/N)	Add 1 Rec'd	Add 2 Rec'd	Add 3 Rec'd	Proposal Amount	Alternate #1	Alternate #2	Alternate #3
1	Jimmy Closner & Sons Const. Co., Inc.	Y	Y	Y	Y	\$ 277,552.50	\$ 6,400.00	\$ 800.00	\$ 13,400.00
2	Pederson Construction Company Inc.	Y	Y	Y	Y	\$ 279,633.25	\$ 4,062.00	\$ 750.00	\$ 12,060.00
3	R & R Paving LLC	Y	Y	Y	Y	\$ 309,734.00	\$ 7,000.00	\$ 500.00	\$ 16,080.00
4	Ziwa Corporation	Y	Y	Y	Y	\$ 313,615.91	\$ 5,110.00	\$ 1,731.16	\$ 9,969.60
5	TRI-GEN Construction, LLC	Y	Y	Y	Y	\$ 320,259.50	\$ 7,308.00	\$ 1,932.00	\$ 8,736.80
6	Zimmerman Construction Co., Inc.	Y	Y	Y	Y	\$ 331,646.59	\$ 5,544.00	\$ 630.00	\$ 16,884.00
7	FR Green Thumb Landscaping, LLC	Y	Y	Y	Y	\$ 338,488.36	\$ 7,168.00	\$ 8,400.00	\$ 10,505.60
8	Terry Ray Construction	Y	Y	Y	Y	\$ 407,494.00	\$ 8,900.00	\$ 3,080.00	\$ 21,578.00

Texas Southmost College District  
RFP 09-08 REKC Parking Lot Improvements

Evaluation Matrix

Evaluation Team	Jimmy Cisner & Sons				R & R Paving				Ziwa Construction						
	Ability to provide services (0-15)	Construction Team Qualifications (0-15)	Past Performance (0-15)	Warranty and Service Support (0-10)	Pricing (0-45)	Ability to provide services (0-15)	Construction Team Qualifications (0-15)	Past Performance (0-15)	Warranty and Service Support (0-10)	Pricing (0-45)	Ability to provide services (0-15)	Construction Team Qualifications (0-15)	Past Performance (0-15)	Warranty and Service Support (0-10)	Pricing (0-45)
Evaluator 1	10	10	15	10	45	10	10	10	10	35	10	10	5	10	30
Evaluator 2	15	15	15	10	45	15	15	15	10	40	10	10	5	5	30
Evaluator 3	15	12	15	0	45	15	9	15	10	35	15	15	15	5	30
Evaluator 4	10	10	10	7	45	14	10	8	7	40	9	9	8	8	38
Evaluator 5	15	5	15	0	45	10	10	15	10	35	15	10	15	5	30
Score	85	54	70	27	225	64	54	63	47	185	59	54	49	33	158
Total Points	441														
Evaluation Team	Zimmerman Construction				TRI-GEN				Pederson Construction						
	Ability to provide services (0-15)	Construction Team Qualifications (0-15)	Past Performance (0-15)	Warranty and Service Support (0-10)	Pricing (0-45)	Ability to provide services (0-15)	Construction Team Qualifications (0-15)	Past Performance (0-15)	Warranty and Service Support (0-10)	Pricing (0-45)	Ability to provide services (0-15)	Construction Team Qualifications (0-15)	Past Performance (0-15)	Warranty and Service Support (0-10)	Pricing (0-45)
Evaluator 1	10	10	7	10	23	10	10	8	10	24	10	10	10	10	40
Evaluator 2	10	10	5	5	25	10	15	10	10	20	15	10	5	10	42
Evaluator 3	15	15	16	10	20	5	9	5	10	25	2.5	0	0	0	40
Evaluator 4	12	11	9	7	33	4	3	8	7	35	0	0	0	0	43
Evaluator 5	15	15	15	10	20	10	10	10	10	25	0	0	0	0	40
Score	62	61	51	42	121	39	47	41	47	129	28	20	15	20	205
Total Points	337														
Evaluation Team	Terry Ray Construction				FR Green Thumb										
	Ability to provide services (0-15)	Construction Team Qualifications (0-15)	Past Performance (0-15)	Warranty and Service Support (0-10)	Pricing (0-45)	Ability to provide services (0-15)	Construction Team Qualifications (0-15)	Past Performance (0-15)	Warranty and Service Support (0-10)	Pricing (0-45)					
Evaluator 1	10	10	5	10	20	10	10	8	10	22					
Evaluator 2	5	5	5	10	0	5	5	5	5	0					
Evaluator 3	14	15	15	10	0	15	3	2.5	5	15					
Evaluator 4	11	12	13	6	25	13	12	0	7	25					
Evaluator 5	15	15	15	10	10	15	10	5	5	15					
Score	58	57	51	45	70	58	48	29	32	91					
Total Points	279										256				



**STATEMENT OF QUALIFICATIONS**

**Criteria One: Respondent's Ability to Provide Construction Services**

**Texas Contracts:**

<u>Year</u>	<u>No. of Contracts</u>	<u>Annual Value</u>	<u>Percent Change</u>
2005	37	12,400,000	<5%
2006	26	13,200,000	<5%
2007	53	14,800,000	<5%
2008	30	24,400,000	<5%

**Bonding Capacity:**

Single Job \$7.5 Million  
Aggregate Basis \$15 Million  
(See attached letter from surety company)

**Criteria Two: Qualifications of Construction Team**

David Closner, General Superintendent  
Residence – Mercedes, Texas  
30 years experience

Robert Closner, Project Administrator  
Residence – Mercedes, Texas  
30 years experience

Chris Ortiz, Project Superintendent  
Residence – Brownsville, Texas  
25 years experience

J.R. Closner, Quality Control  
Mercedes, Texas  
15 years experience

Jimmy Closner & Sons Construction currently employs ninety-two (92) full time employees and owns equipment required for project.



**Criteria Three: Respondent's Past Performance on Representative Projects**

**Projects Completed:**

Water & Wastewater Improvements \$5,200,000.00  
City of Mercedes, Texas  
Engineer: Guzman & Munoz Engineering  
Completed in 2007

SPI Land Development, LLC. \$5,000,000.00  
Streets, Water, Sewer, & Lift Station  
Town of Laguna Vista, Texas  
Engineer: Ferris & Flinn Engineering  
Completed in 2008

Spanish Trails Subdivision \$1,200,000.00  
Streets, Water, Sewer, & Lift Station  
City of Brownsville, Texas  
Engineer: Quintanilla, Headley & Assoc.  
Completed in 2008

**Projects on Hand:**

La Feria Main Street Sidewalks \$450,000.00  
City of La Feria, Texas  
Engineer: Sigler, Winston, & Greenwood

Lift Station No. 33 \$1,200,000.00  
Brownsville Public Utilities Board  
Brownsville, Texas  
Engineer: AGH Engineering

Villa de Jardin Subdivision \$1,200,000.00  
Streets, Water, Sewer & Lift Station  
City of Brownsville, Texas  
Engineer: Ambiotech Engineers

**List of References:**

Guzman & Munoz Engineering  
913 E. Harrison  
Harlingen, Texas 78550  
Attn: Jose Munoz, P.E.  
Phone: (956) 425-1330  
Fax: (956) 425-1685

Ferris & Flinn Engineering  
1405 N. Stuart Place Road  
Harlingen, Texas 78552  
Attn: Frank Ferris, P.E.  
Phone: (956) 364-2236  
Fax: (956) 364-1023

Quintanilla, Headley, & Associates  
124 E. Stubbs  
Edinburg, Texas 78539  
Attn: Alfonso Quintanilla  
Phone: (956) 381-6480  
Fax: (956) 381-0527

Mr. Ralph Rubalcaba, ACO  
Dept. of the US Army – COE  
INS Resident Office  
Brownsville, Texas  
Phone: (956) 546-2456  
Fax: (956) 233-1605

Ambiotech Civil Engineering Group, Inc.  
302 Kings Highway, Suite 108  
Brownsville, Texas 78521  
Vicente Mendez  
Phone: (956) 548-9333  
Fax: (956) 548-9399

Brownsville Public Utilities Board  
P.O. Box 3270  
Brownsville, Texas 78523-3270  
Attn: Jaime Estrada  
Phone: (956) 983-6228  
Fax: (956) 983-6220

Harlingen Waterworks System  
134 E. Van Buren  
Harlingen, Texas 78550  
Attn: Mark Jasper  
Phone: (956) 430-6108  
Fax: (956) 439-6104

N.O. Simmons & Associates  
167 E. Price Rd.  
Brownsville, Texas 78521  
Attn: Raymond Corkill  
Phone: (956) 546-2216  
Fax: (956) 546-2388

PDLR Land Company, Inc.  
2920 F.M. 802  
Brownsville, Texas 78521  
Attn: William P.C. Hudson  
Phone: (956) 504-6550  
Fax: (956) 504-6555

Mejia & Rose, Inc.  
P.O. Box 3761  
Brownsville, Texas 78523  
Attn: James E. Rose, P.E.  
Phone: (956) 544-3022  
Fax: (956) 544-3068

Chavez Automated Design  
1424 E. Mckinley St.  
Brownsville, Texas 78521  
Ariel Chavez, P.E.  
Phone: (956) 546-7146  
Fax: (956) 546-7170

Holdar-Garcia & Associates  
755 Land O'lakes Drive  
Brownsville, Texas 78521  
Attn: J.L. Holdar, P.E.  
Phone: (956) 541-3658  
Fax: (956) 546-0603

**Criteria Four: Respondent's Warranty and Service Support Program For this Project**

Jimmy Closner & Sons Construction Co., Inc. will provide warranty for this project according to the contract requirements.



Zurich North America Surety  
12222 Merit Drive, Suite 700  
Dallas, Texas 75251

3/11/2009

Texas Southmost College District  
Brownsville, Texas  
956-882-4311

**Re: Jimmy Closner & Sons Construction Co., Inc**

Dear: Whom it may concern,

Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland, have provided surety credit to Jimmy Closner & Sons Construction Co., Inc for single projects of \$7.5 million and an aggregate uncompleted backlog of \$15 million. Zurich/F&D is rated "A" (Excellent) with a financial size category of **XV** (\$2 billion +) by AM Best and has a US Treasury Limit exceeding \$600 million. Jimmy Closner & Sons Construction Co., Inc has been a customer of Zurich since 1994.

Our consideration and issuance of bonds is a matter solely between Jimmy Closner & Sons Construction Co., Inc and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Wood', is written over a thin horizontal line.

Mark Wood  
Account Executive – Zurich Surety, Credit, & Political Risk  
Zurich American Insurance Company  
Fidelity and Deposit Company of Maryland  
12222 Merit Drive  
Suite 700  
Dallas, TX 75251

BID FOR UNIT PRICE CONTRACT

PLACE: BROWNSVILLE, TEXAS  
DATE: 3/12/09

BID NO. TSC RFP09-08

JIMMY CLOSNER & SONS

Proposal of CONST. CO., INC. (hereinafter called "Bidder")\* a corporation, organized and existing under the laws of the State of Texas,\* a partnership, or an individual doing business as \_\_\_\_\_.

To the TEXAS SOUTHMOST COLLEGE DISTRICT (hereinafter called "Owner").

Gentlemen:

The bidder in compliance with your invitation for bids for the construction of R.E.K CENTER PARKING LOT IMPROVEMENTS having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and the process stated below. There prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 90 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay liquidated damages, the sum of \$250.00 fore each consecutive calendar day thereafter as hereinafter provided Article 14 of the Standard General Conditions.

Bidder acknowledges receipt of the following addenda(s):

Addendum No. 1 dated: 2/13/09 Received: ✓

Addendum No. 2 dated: 3/03/09 Received: ✓

Addendum No. 3 dated: 3/06/09 Received: ✓

Addendum No. 4 dated: \_\_\_\_\_ Received: \_\_\_\_\_

\* Insert corporation, partnership, or individual as applicable.

Any increase of the quantity of the Scope of Work need to be approved by the Engineer and the Owner.

Bid for Unit Price Contract  
 Construction of R.E.K. Center Parking Lot Improvements  
 Texas Southmost College District  
 Brownsville, Texas

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
<b>DEMOLITION</b>				
1.	REMOVE AND DISPOSE EXISTING CONCRETE SURFACE. ALL COMPLETE AND IN PLACE.	527 SY	\$ <u>1<sup>00</sup></u> /SY	\$ <u>527<sup>00</sup></u>
2.	REMOVE AND DISPOSE EXISTING CHAIN LINK FENCING. ALL COMPLETE AND IN PLACE.	1,255 LF	\$ <u>0<sup>50</sup></u> /LF	\$ <u>627<sup>50</sup></u>
3.	CLEARING AND DEGRUBBING. ALL COMPLETE AND IN PLACE.	1,888 SY	\$ <u>1<sup>00</sup></u> /SY	\$ <u>1888<sup>00</sup></u>
4.	REMOVE AND DISPOSE EXISTING CONCRETE CURB AND GUTTER. ALL COMPLETE AND IN PLACE.	575 LF	\$ <u>2<sup>00</sup></u> /LF	\$ <u>1150<sup>00</sup></u>
5.	REMOVE AND DISPOSE OF EXISTING CORRUGATED DRAINAGE PIPE; TEMPORARY PATCH EXISTING PAVEMENT. ALL COMPLETE AND IN PLACE	1 LS	\$ <u>450<sup>00</sup></u> /LS	\$ <u>450<sup>00</sup></u>
5A.	REMOVE AND DISPOSE EXISTING ASPHALT SURFACE. ALL COMPLETE AND IN PLACE.	2,610	\$ <u>0<sup>50</sup></u> /SY	\$ <u>1305<sup>00</sup></u>
<b>PARKING LOT</b>				
6.	2" HOT MIX ASPHALTIC CONCRETE (HMAC) PAVEMENT. ALL COMPLETE AND IN PLACE.	4300 SY	\$ <u>8<sup>80</sup></u> /SY	\$ <u>37,840<sup>00</sup></u>
7.	8" CRUSHED LIMESTONE FLEXIBLE BASE. ALL COMPLETE AND IN PLACE.	4,750 SY	\$ <u>10<sup>90</sup></u> /SY	\$ <u>51,775<sup>00</sup></u>
8.	8" COMPACED LIME TREATED SUBGRADE (6% LIME BY DRY WEIGHT). ALL COMPLETE AND IN PLACE.	4,750 SY	\$ <u>6<sup>00</sup></u> /SY	\$ <u>28,500<sup>00</sup></u>
9.	PRIME COATE (0.2 GAL/SY). ALL COMPLETE AND IN PLACE.	860 GAL	\$ <u>3<sup>50</sup></u> /GAL	\$ <u>3010<sup>00</sup></u>

Bid for Unit Price Contract  
 Construction of R.E.K. Center Parking Lot Improvements  
 Texas Southmost College District  
 Brownsville, Texas

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
10.	EXCAVATION / FILL AND REGRADING. ALL COMPLETE AND IN PLACE.	2400 CY	\$ <u>2<sup>25</sup></u> / CY	\$ <u>5400<sup>00</sup></u>
11.	6' CONCRETE VALLEY GUTTER. ALL COMPLETE AND IN PLACE.	60 LF	\$ <u>24<sup>00</sup></u> / LF	\$ <u>1440<sup>00</sup></u>
12.	CURB AND GUTTER. ALL COMPLETE AND IN PLACE.	850 LF	\$ <u>8<sup>50</sup></u> / EA	\$ <u>7225<sup>00</sup></u>
13.	CONCRETE HEADER CURB. COMPLETE AND IN PLACE.	950 LF	\$ <u>8<sup>00</sup></u> / LF	\$ <u>7600<sup>00</sup></u>
14.	BARRIER FREE RAMPS. ALL COMPLETE IN PLACE.	5 EA	\$ <u>700<sup>00</sup></u> / EA	\$ <u>3500<sup>00</sup></u>
15.	WHEEL STOPS. ALL COMPLETE IN PLACE.	33 EA	\$ <u>35<sup>00</sup></u> / EA	\$ <u>1155<sup>00</sup></u>
16.	6' CONCRETE SIDEWALK. ALL COMPLETE INPLACE.	335 LF	\$ <u>22<sup>00</sup></u> / LF	\$ <u>7370<sup>00</sup></u>
17.	5' CONCRETE SIDEWALK. ALL COMPLETE AND IN PLACE.	90 LF	\$ <u>20<sup>00</sup></u> / LF	\$ <u>1800<sup>00</sup></u>
18.	DRAINAGE SWALE WITH 2 FEET CONCRETE BOTTOM. ALL COMPLETE AND IN PLACE.	60 LF	\$ <u>9<sup>00</sup></u> / LF	\$ <u>540<sup>00</sup></u>
19.	METAL COVER FOR GUTTER CROSSING. ALL COMPLETE AND IN PLACE	6 EA	\$ <u>670<sup>00</sup></u> / EA	\$ <u>4020<sup>00</sup></u>
20.	SIGNS TO INCLUDE HANDICAP AND STOP. ALL COMPLETE AND IN PLACE.	7 EA	\$ <u>170<sup>00</sup></u> / EA	\$ <u>1190<sup>00</sup></u>

Bid for Unit Price Contract  
 Construction of R.E.K. Center Parking Lot Improvements  
 Texas Southmost College District  
 Brownsville, Texas

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
21.	STRIPPING TO INCLUDE DIRECTIONAL ARROWS, HANDICAP, PEDESTRIAN CROSSINGS, ETC. ALL COMPLETE AND IN PLACE.	1 LS	\$ <u>2500<sup>00</sup></u> / LS	\$ <u>2500<sup>00</sup></u>
22.	TRAFFIC CONTROL DEVICES FOR DURATION OF PROJECT. COMPLETE AND IN PLACE.	3 MO.	\$ <u>800<sup>00</sup></u> / MO	\$ <u>2400<sup>00</sup></u>
23.	4" ELECTRICAL CONDUIT. ALL COMPLETE AND IN PLACE.	350 LF	\$ <u>15<sup>00</sup></u> / LF	\$ <u>5250<sup>00</sup></u>
24.	6' CHAIN LINK FENCE. ALL COMPLETE AND IN PLACE.	140 LF	\$ <u>25<sup>00</sup></u> / LF	\$ <u>3500<sup>00</sup></u>
25.	EROSION AND SEDIMENT CONTROL FOR DURATION OF PROJECT. ALL COMPLETE AND IN PLACE.	3 MO	\$ <u>570<sup>00</sup></u> / MO	\$ <u>1710<sup>00</sup></u>
26.	BACKFILL, SODDING AND LANDSCAPING AS INDICATED ON LANDSCAPING PLAN. ALL COMPLETE AND IN PLACE.	1 LS	\$ <u>25,300<sup>00</sup></u> / LS	\$ <u>25,300<sup>00</sup></u>
27.	IRRIGATION IMPROVEMENTS AS INDICATED ON LANDSCAPING PLAN. ALL COMPLETE AN IN PLACE.	1 LS	\$ <u>7700<sup>00</sup></u> / LS	\$ <u>7700<sup>00</sup></u>
<b>RINGGOLD ROAD</b>				
28.	2-1/2" HOT MIX ASPHALTIC CONCRETE (HMAC) PAVEMENT. ALL COMPLETE AND IN PLACE.	550 SY	\$ <u>10<sup>90</sup></u> / SY	\$ <u>5995<sup>00</sup></u>
29.	10" CRUSHED LIMESTONE FLEXIBLE BASE. ALL COMPLETE AND IN PLACE.	610 SY	\$ <u>13<sup>00</sup></u> / SY	\$ <u>7930<sup>00</sup></u>
Bid for Unit Price Contract Construction of R.E.K. Center Parking Lot Improvements Texas Southmost College District Brownsville, Texas				



ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
30.	8" COMPACED LIME TREATED SUBGRADE (6% LIME BY DRY WEIGHT). ALL COMPLETE AND IN PLACE.	610 SY	\$ <u>6<sup>00</sup></u> / SY	\$ <u>3660<sup>00</sup></u>
31.	PRIME COAT (0.2 GAL/SY). ALL COMPLETE AND IN PLACE.	110 GAL	\$ <u>3<sup>50</sup></u> / GAL	\$ <u>385<sup>00</sup></u>
32.	CURB AND GUTTER. ALL COMPLETE AND IN PLACE.	300 LF	\$ <u>8<sup>50</sup></u> / LF	\$ <u>2550<sup>00</sup></u>
33.	6' CONCRETE VALLEY GUTTER. ALL COMPLETE AND IN PLACE.	40 LF	\$ <u>24<sup>00</sup></u> / LF	\$ <u>960<sup>00</sup></u>
34.	NEW FIRE HYDRANT; RELOCATED. ALL COMPLETE AND IN PLACE.	1 EA	\$ <u>4400<sup>00</sup></u> / EA	\$ <u>4400<sup>00</sup></u>
MISCELLANEOUS ITEMS				
35.	CONTINGENCY	1 EA	\$30,000 / EA	\$30,000.00
36.	MOBILIZATION AND DEMOBILIZATION OF EQUIPMENT TO INCLUDE TEMPORARY CHAIN LINK FENCING. ALL COMPLETE AND IN PLACE.	1 LS	\$ <u>5000<sup>00</sup></u> / LS	\$ <u>5000<sup>00</sup></u>
ALTERNATE BID ITEM(S)				
1.	8' CONCRETE SIDEWALK. ALL COMPLETE AND IN PLACE.	200 LF	\$ <u>32<sup>00</sup></u> / LF	\$ <u>6400<sup>00</sup></u>
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL

2.	REMOVE AND DISPOSE OF EXISTING FIRE HYDRANT AND APPURTANCES. ALL COMPLETE AND IN PLACE.	1 LS	\$ <u>800<sup>00</sup></u> /LS	\$ <u>800<sup>00</sup></u>
3.	8" COMPACTED SUBGRADE (UNSTABILIZED). ALL COMPLETE AND IN PLACE.	5360 SY	\$ <u>250</u> /SY	\$ <u>13,400<sup>00</sup></u>

TOTAL AMOUNT OF BASE BID: \$ 277,552<sup>50</sup>

TOTAL AMOUNT OF BASE BID (spelled out):  
TWO HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED <sup>FIFTY TWO</sup> DOLLARS AND  
FIFTY CENTS

Negligible

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 14 of the Standard General Conditions.

The bid security attached in the sum of 5% (\$ 5% T.A.B. ) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted,

By: Robert U  
(Signature)

VICE-PRES  
(Title)

P.O. Box 170  
(Address)

MERCEDES, TX 78570  
(City, State and Zip Code)

(SEAL – if bid is by a Corporation)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Jimmy Closner & Sons Construction Co., Inc.  
as Principal, (hereinafter called the "Principal"), and  
Fidelity & Deposit Co. of Maryland & Colonial American Casualty & Surety Co.  
a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the  
"Surety") are held and firmly bound unto Texas Southmost College  
as Obligee, (hereinafter called the "Obligee"), in the sum of  
Five Percent Greatest Amount Bid  
Dollars (\$ 5% G.A.B.), for the payment of which sum well and truly to be made, the said Principal  
and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
R.E.K. Center Parking Lot Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract  
with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding  
or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith  
contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise  
to remain in full force and effect.

Signed and sealed this 12th day of March A.D., 2009

Jimmy Closner & Sons Construction Co., Inc.

[Signature]  
\_\_\_\_\_  
*Witness*

{ [Signature] (SEAL)  
*Principal*  
VICE-PRES  
*Title*

Fidelity & Deposit Co. of Maryland & Colonial A

*Surety*

\_\_\_\_\_  
*Witness*

By [Signature] (SEAL)  
Jennifer Garza, *Attorney-in-Fact*

Printed in cooperation with the American Institute of Architects (AIA) by Fidelity & Deposit Co. of Maryland & Colonial American vouches that the language in the document conforms exactly to the language  
used in AIA Document A-310, February 1970 Edition.

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Robert GARZA, Mary MARTINEZ, Robert R. GARZA, Jennifer GARZA, Richard GARZA and Laura LEDESMA, all of Mercedes, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Robert GARZA, Mary MARTINEZ, Robert R. GARZA, Jennifer GARZA, Richard GARZA, dated October 14, 2005.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 11th day of May, A.D. 2007.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**



*Gregory E. Murray*

*Theodore G. Martinez*

By:

*Gregory E. Murray Assistant Secretary*

*Theodore G. Martinez*

State of Maryland }  
City of Baltimore } ss:

On this 11th day of May, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Dennis R. Hayden*

*Dennis R. Hayden*

*Notary Public*

My Commission Expires: February 1, 2009

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

**EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

**CERTIFICATE**

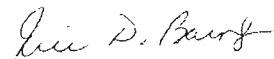
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Director. to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 12th day of March, 2009.



*Assistant Secretary*

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

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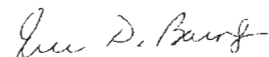
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IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 12th day of March, 2009.



*Assistant Secretary*



# TEXAS SOUTHMOST COLLEGE DISTRICT

## BOARD AGENDA REQUEST FORM

<b>Department/Division:</b> Construction Office/ Partnership Affairs	<b>Board Meeting Date:</b> March 26, 2009
<b>Agenda Item:</b> Consideration and possible action on an amendment to the project management services agreement with Broaddus & Associates.	
<b>Rationale/Background:</b> The bond projects have been through an extensive planning phase and are now under construction. A memorandum of understanding was approved by the TSC Board in order to commence management services before the final contract was negotiated. In August 2005, The TSC Board of Trustees approved a contract for project management services with Broaddus & Associates (B&A). B&A would be responsible for programming each project, budget development, maintaining a master schedule and coordination of different design professional contracts during all phases of the construction process. The total contract amount was \$2,589,205. In the course of the bond program there have been major changes to the projects that impact directly TSC's contract with Broaddus & Associates. Broaddus & Associates has requested and adjustment to basic services fees according to the contract due to the increase in scope in various projects and extension of time for completion of major projects. Both of these changes are considered significant and warrant amending the contract with Broaddus & Associates for management of the projects. Broaddus & Associates has added significant value to all projects and processes. In addition their contract includes professional services from a full time project manager, two on-site inspectors and cost control estimator. In addition, we would continue to receive the support from the Broaddus and Associates firm on various campus projects. We have negotiated the contract amount to increase by \$383,000. This negotiated amount is a result of the best efforts from both Staff and Broaddus & Associates to move forward with the projects in the best interest of Texas Southmost College.	
<b>Recommended Action:</b> Motion to increase the service management agreement with Broaddus and Associates in the amount of \$383,000 and authorize the Assistant Vice President for Planning and Construction to execute the contract.	
<b>Fiscal Implications:</b> Budgeted Item: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If no, explain:	
<b>Attachments (List):</b> 1. Contract Amendment 2. Original Contract	

<b>FOR OFFICE USE ONLY:</b>
<b>Board Action:</b> Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Tabled for action on: _____
<b>Certified by:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____



**AMENDMENT  
OF  
PROJECT MANAGEMENT SERVICES AGREEMENT  
BETWEEN  
TEXAS SOUTHMOST COLLEGE and BROADDUS & ASSOCIATES**

Please refer to the Agreement dated August 25, 2005 between Texas Southmost College (“Owner”) and the Broaddus & Associates (“Consultant”) as amended to the date hereof (such agreement as so modified and amended being hereafter called the “Agreement”) pursuant to which Consultant is to perform certain services. The terms which are defined in the Agreement shall have the same meanings when used in this document.

1. Pursuant to Article III(D)(1) of the Agreement the compensation for Project Management Services provided for in Article VI(A) of the Contract shall be increased by a lump sum of \$383,000 (Three Hundred Eighty-Three Thousand Dollars) to a total amount of \$2,972,205 (Two Million Nine Hundred Seventy-Two Thousand Two Hundred Five Dollars), in consideration of an increase of the Scope of Work based on procurement of additional non-bond funds in the amount of per the contract agreement the fee has been adjusted to compensate for scope of work increase in the amount of \$12,695,500 (Twelve Million Six Hundred Ninety Five Thousand Five Hundred Dollars). Consultant will invoice on a monthly basis based upon percentage of completion for each respective project phase and as enumerated in Exhibit “C” of the original agreement.
2. Article V(C) of the Agreement is amended to stipulate an anticipated period of the Agreement of fifty three (53) months from the date of execution of the original contract, subject to modifications and adjustments due to unforeseen circumstances, which may occur during completion of the Bond Program Project during which time the Consultant will provide Owner the program management and construction management services which are generally described as “Consultant’s Project Management Functions and Services” in the original agreement document. However, nothing in this amendment is intended to relieve Consultant of its obligation to provide services through completion of the Bond Project, as provided in Article V(A) of the Agreement, or to entitle Consultant to additional compensation.

If the foregoing is acceptable to you, please so execute by signing the enclosed copy of this document at the space provided for this purpose and by inserting the date upon which Consultant is authorized to commence performance of the Services described in Paragraph 1 above.

Sincerely yours,  
Broaddus & Associates  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted on this \_\_\_\_\_ day of \_\_\_\_\_, 2009

AGREEMENT AMENDED AS FOLLOWS:

Part V. Compensation

ORIGINAL CONTRACT AMOUNT	<u>\$2,589,205</u>
PREVIOUS ADDITIONS	<u>\$ 0</u>
PREVIOUS DEDUCTIONS	<u>\$ 0</u>
NET BALANCE CONTRACT AMOUNT	<u>\$2,589,205</u>
THIS (Addition) (Deduction):	<u>\$ 383,000</u>
ADJUSTED CONTRACT AMOUNT	<u>\$2,972,205</u>



OFFICE OF ADMINISTRATION & PARTNERSHIP AFFAIRS

THE UNIVERSITY OF TEXAS AT BROWNSVILLE and TEXAS SOUTHMOST COLLEGE

80 Fort Brown • Brownsville, Texas 78520 • (956) 548-6567 • Fax (956) 544-8811

Veronica Mendez  
Assistant Vice President

## Memorandum

**TO:** Dr. John Ronnau  
Vice President for Administration and Partnership Affairs

**FROM:** Veronica Mendez *VM*  
Assistant Vice President Construction

**DATE:** August 23, 2005

**SUBJECT:** Project Management Services Contract

Attached is the proposed contract with Broaddus and Associates for consideration by the Board of Trustees. Broaddus and Associates was selected by the Board of Trustees to provide project management services for the construction of the bond projects at their meeting on June 16, 2005.

The proposed contract covers all of the services called for in the request for proposals issued by the College. The services include but are not limited to programming for each project, budget development, maintaining a master schedule and coordination of different design professional contracts during all the phases of the construction process. As well as providing telecommunication, audio visual and furniture, fixture and equipment consultant services. The project management firm will also provide a variety of professional services including full time project manager, an on-site inspector, engineering and cost estimating services. Services to be provided are further detailed under Exhibit A of the proposed contract.

The contract term is for 46 months and the total fee is \$2,589,205. The contract will be funded by bond proceeds as the services are required for the successful completion of the projects. The contract has been reviewed by the TSC's legal counsel. I recommend approval of the contract with Broaddus and Associates for project management services.

*I concur with this recommendation.*  
*John Ronnau 8/23/05*

AGREEMENT  
between  
OWNER AND CONSULTANT  
for  
PROJECT MANAGEMENT SERVICES

THIS AGREEMENT is made as of August 25, 2005, between Texas Southmost College District (herein "Owner") and Broaddus & Associates (herein "Consultant").

Whereas Owner intends to contract with Consultant for Project Management Services for the Bond Program (herein "Project").

Owner and Consultant, in consideration of their mutual considerations as set forth herein, agree as follows:

I. Consultant Basic Services

- A. Consultant will provide Project Management Services as in defined in Exhibit "A" Program Management Services -- Scope of Services Detail which is included as part of this contract.
- B. Consultant offers and agrees to furnish the services more particularly described in its proposal to Owner and comply with all terms, conditions, requirements and specifications set forth in RFP response.

The Construction Phase shall be considered complete when the Project has been finally accepted under the contract and final payment is authorized to the contractor.

II. Consultant Project Management Functions and Services

- A. The Consultant's services consist of those services performed by the Consultant's employees and other consultants to be retained by Consultant on this Contract.
- B. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care of each professional service to be provided by Consultant and the orderly progress of the Work.
- C. The services covered by this Contract will be subject to the time limitations contained in each separate Construction Contract to be entered into by the Owner, all as envisioned in the Owner's bond program.
- D. The Consultant's services shall be completed in accordance with the schedules for the design and construction of each separate project, which are subject to adjustment as each Project proceeds. Whatever time limits or schedules have been agreed to or will be agreed to in the future in connection with Owner's Bond Program may not remain and may be adjusted one or more times. Consultant acknowledges the need for these adjustments of schedules and has made provision in its fee and organization of resources to accommodate these adjustments without requesting additional compensation.

AGREEMENT  
between  
OWNER AND CONSULTANT  
for  
PROJECT MANAGEMENT SERVICES

THIS AGREEMENT is made as of August 25, 2005, between Texas Southmost College District (herein "Owner") and Broaddus & Associates (herein "Consultant").

Whereas Owner intends to contract with Consultant for Project Management Services for the Bond Program (herein "Project").

Owner and Consultant, in consideration of their mutual considerations as set forth herein, agree as follows:

I. Consultant Basic Services

- A. Consultant will provide Project Management Services as in defined in Exhibit "A" Program Management Services -- Scope of Services Detail which is included as part of this contract.
- B. Consultant offers and agrees to furnish the services more particularly described in its proposal to Owner and comply with all terms, conditions, requirements and specifications set forth in RFP response.

The Construction Phase shall be considered complete when the Project has been finally accepted under the contract and final payment is authorized to the contractor.

II. Consultant Project Management Functions and Services

- A. The Consultant's services consist of those services performed by the Consultant's employees and other consultants to be retained by Consultant on this Contract.
- B. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care of each professional service to be provided by Consultant and the orderly progress of the Work.
- C. The services covered by this Contract will be subject to the time limitations contained in each separate Construction Contract to be entered into by the Owner, all as envisioned in the Owner's bond program.
- D. The Consultant's services shall be completed in accordance with the schedules for the design and construction of each separate project, which are subject to adjustment as each Project proceeds. Whatever time limits or schedules have been agreed to or will be agreed to in the future in connection with Owner's Bond Program may not remain and may be adjusted one or more times. Consultant acknowledges the need for these adjustments of schedules and has made provision in its fee and organization of resources to accommodate these adjustments without requesting additional compensation.

<b>Schematic Design Phase</b>	
Conduct partnering and kickoff meeting with Owner and Architect and/or Engineer firms per campus or project	
Communicate all pre-project planning information to Architects and/or Engineers	Review approved program furnished by consultant to ascertain requirements of Project and arrive at mutual understanding & provide preliminary evaluation of program, budget & schedule requirements.
	Prepare schematic design documents.
Conduct weekly or bi-weekly design meetings between Owner and Architect.	
Conduct review of schedule. Conduct schedule optimization session(s) and Project Definition Rating Index evaluations.	
Submit to the Owner a Conceptual Cost Estimate based on current area, volume of other unit costs.	
Conduct reviews of cost estimate & take action to keep cost under control. Provide an ongoing Constructability Program, complete with documented cost savings and value-added impacts.	
Coordinate, review, evaluate and recommend approval of all schematic design documents submitted by architects and consultant engineers for compliance with Owner's design guidelines, space program needs and performance specifications per project.	
<b>Design Development Phase</b>	
	Prepare Design Development Documents addressing architectural, structural, mechanical & electrical systems, materials and other appropriate elements.
Continue weekly or bi-weekly meetings between Owner & Architect to review and evaluate design documents for compliance with guidelines.	
Develop a schedule for Design Development stage. Conduct Schedule Optimization session and Project Definition Rating index evaluations.	
Advise Owner of any adjustments to Baseline Cost Estimates.	
Conduct more detailed cost estimates, including independent estimate at end of Design Development and provide Owner with a detailed report.	
Coordinate, review, evaluate and recommend approval of all design development documents submitted by architects and consultant engineers for compliance with TSC's design guidelines, detailed program needs and performance specifications per campus	

Review information submitted by contractor to include insurance, employee pay scales, material suppliers, subcontractors list, bonds, and financing.	
<b>Construction Phase</b>	
Serve as the Owner's Point of Contact during construction.	
Conduct Partnering sessions at the beginning of each Project. Conduct periodic update sessions.	
Conduct construction update meetings at construction sites on a scheduled and as-needed basis.	
Review required documents/outlines from contractor including Quality Control Plan, Safety Plan, Environmental Compliance Plan, Minority Contracting plan, and Texas Architectural Barriers Plan and report to Architect and Owner	
Review Contractor cost control plan with Architect and Owner	
Evaluate requests for proposed Change Orders and Construction Change Proposals and make recommendations.	Generate proposed Change Orders and Construction Change Directives; order minor changes.
Conduct site visits and inspections to review work in place and report in a standard format to Owner with reference to facilities standards/specifications, schedules and budgets. Monitor construction progress and advise Owner of any observations of non-conforming scope or quality workmanship.	Make visits to the site for compliance with (not exhaustive or continuous on-site inspections). Inform Owner of work progress; notify Owner of defects, reject non-conforming work.
Assist Owner in contracting with Independent Testing Firms. Review testing program results.	Review inspection or testing of the Work – fabricated, installed or to be completed and report results to owner.
Administer Construction Contract and General Conditions & act as Owner's representative. Act as conduit between Architect and Contractor. Review compliance with all plans, specifications and required terms and conditions and report to Owner on status.	
Stay up-to-date on submittals. Obtain Owner approvals needed.	Approve or reject submittals from the Contractor.
Monitor Requests For Information and A-E responsiveness	Respond to Requests for Information from the contractor and advise the Owner
Review Contractor's Building Commissioning and Turnover Plan.	
Evaluate payment applications and make recommendations on approval of requests for progress payments.	Determine amounts owed to the Contractor based on site observations & Contractor's Applications for Payment & issue Certificates for Payment.
Perform final inspections and review punch list work.	Perform final inspections and generate punch list.
	Conduct inspections to determine the dates of Substantial and Final Completion, issue Final Certificate of Payment, submit to the Owner upon Final Completion a letter that work has been completed in total in accordance with

4. Undertake investigations and studies in addition to those specified in Basic Services.
5. Furnish services attributable to more than one prime contract.
6. Perform services during out-of-town travel required of Consultant other than for visits to site or Owner's office.
7. Project Commissioning after final completion.

C. Other Additional Services

Prepare to serve or serve as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

D. Increase in Scope of Work/Funds

1. If Scope of Work is increased based upon procurement of additional non-bond funds, then Project Manager's fee will be adjusted based upon agreed fee percentage amount.
2. This adjustment shall have prior approval by Approval of Board of Trustees.

IV. Owner's Responsibilities

- A. In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall:
1. Provide Consultant with information as to Owner's requirements for the project, including design objectives and constraints, space, capability, and performance requirements, security needs, flexibility, and expandability, and budgetary limitations.
  2. Furnish copies of Owner's standard forms, conditions, and related documents for inclusion in the project, when applicable.
  3. Furnish Consultant any other available information pertinent to the Project, including any reports and data relative to previous design efforts, or investigations at or adjacent to the Site.
  4. Owner will furnish conditioned office accommodations for full-time project manager, full-time administrative assistant and Consultant's support staff in close proximity to project and to include required furnishings, telephone, computer, photocopy equipment and internet access. Utility charges will be paid by Owner.

V. Times for Rendering Services

- A. Consultant's services and compensation under this Agreement have been agreed to in anticipation of the orderly and reasonably continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are



- B. For Additional Services. Owner shall pay Consultant for Additional Services an amount equal to cumulative hours devoted to the Project by each class of Consultant's employees' Standard Hourly Rates for each applicable billing for all Additional Services performed on the Project.
- C. For Reimbursable Expenses. Owner shall pay Consultant for the following categories of Reimbursable Expenses at actual cost thereof: printing of drawings and other documents beyond those copies necessary for Owner's review and records and the Consultant's own use and cost of advertisements authorized by Owner. Travel costs by Consultant to and from home office related to this project are included in lump sum fee.
- D. For Consultant's Sub-Consultants' Charges. Whenever compensation to Consultant herein is stated to include charges of Consultant's Subconsultants, those charges to Owner shall be the amounts billed to Consultant times a factor of one and one tenth (1.1).
- E. Other Provisions Concerning Payments
  - 1. Preparation of Invoices. Invoices will be prepared in form mutually agreeable to Owner and Consultant and calculated on the basis set forth herein and submitted to Owner once per month.
  - 2. Payment of Invoices. Invoices are due and payable within 30 days of receipt.
  - 3. Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
  - 4. Payment Upon Termination. In the event of any termination under this Agreement, Consultant will be entitled to invoice Owner and will be paid for all services performed or furnished and Reimbursable Expenses incurred through the effective date of termination.

## VII. General Conditions

### A. Suspension and Termination

The obligation to provide further services under this Agreement may be terminated:

- 1. Termination by Consultant for Cause. If Owner shall persistently or repeatedly fail to perform any material obligation, including but not limited to payment, to the Consultant for a period of thirty (30) days after receiving written notice from the Consultant of its intent to terminate hereunder, the Consultant may terminate performance under the Contract by written notice to Owner.
- 2. Termination by Owner for Cause. If the Consultant does not perform the Work, or any part thereof, in a timely manner or fails to meet schedules, supply adequate supervision, review or coordination, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or otherwise perform in accordance with the Contract, then Owner may declare default by the Consultant by thirty (30) day prior written

and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and other consultants retained by Owner with respect to this Agreement or the Project.

E. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by certified mail (return receipt requested), or by commercial courier service. All notices shall be effective upon the date of receipt.

F. Survival and Severability

1. All express representations, indemnification or limitations of liability made in or given in this Agreement will survive its completion or termination for any reason.
2. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

VIII. TERMS AND CONDITIONS

- A. THE CONTRACT. The Contract represents the entire and integrated Contract between the parties hereto and supersedes prior negotiations, representations or Contracts, either written or oral. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties. The Contract may be amended or modified only by a written modification. Nothing contained in the Contract shall be construed to create any contractual relationship (1) between the Owner and any subcontractor to the Consultant, (2) between the Owner and any employee or supplier of the Consultant, it being the intention of the parties that the Contractor is an independent contractor.
- B. OWNER'S RIGHT TO STOP THE WORK. If the Consultant fails to proceed in accordance with the requirements of the Contract, maintain the required insurance coverage, or file in a timely manner the required reports, by written order signed by the Owner's designated official, the Owner has the right and the Consultant has the obligation to stop the Work, or any portion thereof, until the cause for such order has been eliminated. If the cause for the work stoppage is not remedied, then the Owner may proceed to exercise his rights to terminate the work under Article VII.

IX. MISCELLANEOUS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

*Veronica Mendez*

By: Veronica Mendez

Title: Assistant Vice President for Construction

Address for giving notices:

80 Fort Brown  
Brownsville, TX  
78520

Designated Representative:

Veronica Mendez

Title: AVP for Construction

Phone Number: 956/882-7790

Facsimile Number: 956/882-7580

E-mail Address: vmendez@hp.utbksa.edu

CONSULTANT:

*James A. Broaddus*

By: James A. Broaddus

Title: President

Address for giving notices:

1301 S. Capital of Texas Hwy  
Suite A-302  
Austin, Texas 78746

Designated Representative:

Gilbert Gallegos

Title: Vice-President

Phone Number: (956)971-3666

Facsimile Number: (956)688-2315

E-mail Address: ggallegos@broaddusasso.com

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is hereby executed as of June 16, 2005, between Texas Southmost College (herein "Owner") and Broaddus & Associates (herein "Consultant").

Whereas Owner intends to contract with Consultant for Project Management Services for the Texas Southmost College Bond Program (herein "Project").

This Memorandum of Understanding is an interim agreement that will allow Consultant to proceed forward with Pre-Project Planning for Project and at the same time allow Owner and Consultant to define scope of services and negotiate lump fee for Project. The intent is for both parties to proceed forward in good faith for defining mutually agreed scope of services and fee.

Owner and Consultant, in consideration of their mutual considerations as set forth herein, agree as follows:

### I. Consultant Basic Services

Consultant will provide Pre-Project Planning Services as in defined in Exhibit "A" Project Management Services – Scope of Services Detail which is included as part of this Memorandum of Understanding.

### II. Fee Breakdown

Consultant offers a fee of \$75,000 for two months commencing on start date. This fee will be applied to overall Lump Sum fee under any project management services contract that may be approved by Texas Southmost College at its Board of Trustees, August, 2005 monthly meeting. Acceptance of this Memorandum of Understanding does not imply acceptance of a final fee. Consultant will invoice monthly.

### III. Starting and Ending Date

The commencement date of this Memorandum of Understanding shall be July 1, 2005. The termination date shall be August 31, 2005 or the commencement date of any project management services contract between owner and consultant, whichever comes first.

This Memorandum of Understanding is an interim agreement between both parties and items herein will be incorporated in a contract mutually acceptable to both parties. Provided, however that consultant agrees that the execution of this Memorandum of Understanding does not create an expectation of receiving a contract for project management services, the award of which shall be within the sole discretion of owner's Board of Trustees. By affixing signature below, the parties hereto have agreed to the contents within this Memorandum of Understanding, the Effective Date of which is indicated in Article III. In addition, Consultant understands and agrees to meet the requirements and specifications of the Request for Proposal (RFP).

OWNER:

Texas Southmost College

By:

[Signature]

Title: Assistant VP

Designated Representative:

Veronica Mendez

Title: Assistant VP for Construction

Phone Number: 956-882-7962

Facsimile Number: 956-882-7580

CONSULTANT:

Broadus & Associates

By:

[Signature]

Title: V.P.

Designated Representative:

Gilbert Gallegos

Title: V.P.

Phone Number: 956-688-2307

Facsimile Number: 956-688-2315

**Exhibit "A" - Project Management Services  
 Texas Southmost College - Scope of Services Detail**

**Overall Functions for the Project**

- 1 Broaddus & Associates shall provide the principal Project Manager (PM) and single point of contact for the Owner. Services include all general leadership and management functions required of a PM which include but are not limited to tracking budgets; monitoring schedules; overseeing quality of all aspects of the project; building and communicating with the project team; coordinating all issues, documentation, minutes, action items, and approvals to move the project through all its various phases; providing direct interface with the community, end-users and other stakeholders; and briefing executives as necessary.
- 2 Develop initial budget estimates for projects.
- 3 Establish overall project budget including hard and soft costs. (i.e., construction, design, management, testing, furnishings, equipment, permitting, connection fees, contingency funds, etc.)
- 4 Develop a master schedule for project.
- 5 Assist in developing communication protocols for the project.
- 6 Keep Owner executives, officials, and community representatives informed and communicate with end-users to keep scope aligned with project objectives. Present to the Core Team and Facilities Steering Committee, as required.
- 7 Establish, lead, and coordinate all project related meetings.
- 8 Install the Broaddus & Associates *Owner In-Site*® Web-based Project Management System - an Owner-oriented management information system that provides any project participant the ability to track and manage the entire project.
- 9 Coordinate with all external approval authorities and neighboring institutions.
- 10 Provide any necessary liaison in Austin with the THECB, as required.
- 11 Provide Project Executive services as advisor to the Owner and PM.
- 12 Identify the need for special studies, surveys, investigations, etc., and implement contracts as necessary.
- 13 Develop a filing and document control system for the project for hardcopy and electronic records.
- 14 Develop and monitor the Local Participation subcontracting program for project.
- 15 Manage all contracts (Design, Construction, Special Consultants, etc.) related to the project.
- 16 Project cash-flows, monitor, and manage all payments to consultants and contractors. Cost accounting to be provided by Owner. Will assist Owner in identification of accounting structure.
- 17 Work with the Owner Finance Office and/or financial consultants to develop additional capital funding options, if necessary, and provide cash flow projections.
- 18 Work with Core Team to assist in the evaluation and selection of A/E and CM firms.
- 19 Assist on other Owner projects as assigned, as requested.

*Continued Next Page*

- A. Nothing contained in this Contract shall create a contractual relationship between the Owner and any person or entity other than the Consultant. The Consultant is contractually responsible and liable for the performance of his subconsultants under this contract.
- B. Unless otherwise provided, the laws of the State of Texas shall govern this Contract and venue shall lie in Hidalgo County, Texas.
- C. The Consultant shall carry Professional Liability Insurance to protect the Owner against errors and omissions which are outside the customary standard of care for professional project management services.
- D. Written notice shall be deemed to have been duly served if delivered in person to the individual or 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 to the last business address known to the party giving notice as follows:

Notices shall be given by the Consultant to Owner by certified mail as follows:

Dr. Juliet Garcia, Ph.D., President  
Texas Southmost College  
80 Fort Brown.  
Brownsville, Texas 78520  
(956) 882-7140

Notices shall be given by Owner to the Consultant by certified mail as follows:

James A. Broaddus, Ph.D., P.E.  
President,  
Broaddus & Associates  
1301 S. Capital of Texas Highway  
Suite A-302  
Austin, Texas 78746  
(512) 329-8822

notice with reasonable justification to the Consultant, without prejudice to any other right or remedy against Consultant.

3. Termination by Owner for Convenience. Owner may, for any reason whatsoever, or without reason, terminate performance under the Contract by Consultant for convenience. Owner shall give written notice of such termination to Consultant specifying when termination becomes effective. Upon your receipt of such notice, Consultant shall incur no further obligations in connection with the Contract and Consultant shall stop providing services when such termination becomes effective. Consultant shall settle the liabilities and claims arising out of any terminated consulting agreements. The Consultant shall provide all information, documents, and memoranda prepared in connection with the Project to the Owner .
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 and fails within a seven-day period after receipt of written notice from the Owner to begin and prosecute 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.

B. Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

C. Legal Resolution

1. Owner and Consultant agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to the exercising of their rights under other provisions of this Agreement, or under law. Any applicable statute of limitations shall be tolled during such period of negotiation, and for fifteen days thereafter.
2. Exclusive venue of all actions concerning all claims, disputes, or matter in question between parties to this agreement shall lie in the state districts courts of Cameron County.

D. Indemnification

1. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's sub-consultants in the performance and furnishing of Consultant's services under this Agreement.
2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, and employees and Consultant's sub-consultants from and against any and all claims, costs, losses,



specified in this Agreement, Consultant's obligations to render services hereunder will be for a period which may reasonably be required for the completion of said services.

- B. If, in this Agreement, specific periods of time for rendering services are set forth or specific dates by which services are substantially to be completed are provided, and if such periods of time or dates are changed through no fault of Consultant, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If Owner authorizes or requests changes in scope, extent, or character of the project, the time of performance of Consultant's services shall be adjusted equitably.
- C. The anticipated period of this contract will be forty-six (46) months from the date of execution, subject to modifications and adjustments due to unforeseen circumstances, which may occur during completion of the Bond Program Projects during which time the Consultant will provide Owner the program management and construction management services which are generally described below as "Consultant's Project Management Functions and Services".

#### VI. Payments To Consultant

- A. For Project Management Services as identified on Exhibit "B".

The compensation for Project Management Services shall be a lump sum of \$2,589,205 (Two Million Five Hundred Eighty-Nine Thousand and Two Hundred Dollars Five Dollars). Consultant will invoice on a monthly basis based upon percentage of completion for each respective project phase and as enumerated in Exhibit "C":

##### Basic Services

1. Pre- Project Planning @ \$30,000/month (7/1/05-12/31/05)		\$ 180,000
2. A/E Selection/Negotiation	05.00%	\$ 96,900
3. Schematic Design	15.00%	\$ 290,700
4. Design Development	20.00%	\$ 387,600
5. Construction Document Phase	20.00%	\$ 387,600
6. Contractor Procurement	5.00%	\$ 96,900
7. Construction Phase	35.00%	\$ 678,300

Total Basic Services \$2,118,000

##### Specialty Consultant Services

8. Facilities Programming		\$ 125,000
9. Telecommunications & Audio/Visual		\$ 146,205
10. Furniture, Fixtures & Accessories (Allowance)		\$ 200,000

Total Specialty Consultant Services \$ 471,205

Total Fee \$2,589,205

If Owner does not terminate this agreement, then this agreement will continue until project is finally accepted or Owner terminates this agreement in writing.

	Contract Documents, to the best of his knowledge;
<b>Commissioning/Turnover Phase</b>	
Coordinate with furniture consultant to plan and implement for furnishing procurement and building turnover	
Review the results of the HVAC Test and Balance for compliance with construction contract requirements.	Receive from contractor and forward to owner all completed HVAC test and balance reports.
Oversee turnover of all certification documentation and submittals to proper agencies on behalf of Owner.	Verifies that all certification inspections are executed and documentation is provided to the Owner.
Coordinate training of facility maintenance staff for familiarization with all systems.	
<b>Warranty/Occupancy</b>	
Review all contractual and warranty obligations for compliance including the issuance of all documents such as operations and maintenance manuals.	Receive and forward to the Owner written warranties and related documents required by Contract Documents.
Generate and deliver tickler file of all warranty deadlines for each project.	
Coordinate closing reviews of warranty items.	

F. The Consultant's services to Owner shall be provided during each phase of the Projects: Programming, Design-Professionals Selection, Design, Construction and Commissioning and Occupancy. It is important to point out that for the duration of the Contract, the "Consultant" is considered an extension of the "Owner". The Parties do not intend to relieve the Architect of its traditional responsibilities, but to identify the areas that the Consultant will assist the Owner. Part II outlines the professional project management services expected of the Consultant compared to the services expected from the multiple Architect-Engineers employed on the bond program. The Consultant will provide cost estimating, eliminating it from the basic services provided under the Architect's contract. Having the Consultant as central cost estimating control point for all of the Owner's construction will help provide consistent cost estimating.

III. Consultant's Additional Services

A. Advance Authorization Required

If authorized in writing by Owner, Consultant shall furnish or obtain from others Additional Services of the types listed below. The Owner as indicated in Article VI – Payments to Consultant will pay these services.

B. Additional Services During Basic Services Phases

1. Prepare applications for governmental approvals.
2. Make measured drawings of or investigate existing conditions or facilities.
3. Perform services resulting from significant changes in scope, extent, or character.

<b>Construction Documents Phase</b>	
	Extent of duties, responsibilities & limitations of authority of the Architect as Owner's representative during construction shall not be modified or extended w/o written Contract of the Owner & Architect w/ consent of Contractor.
	Prepare Construction Documents consisting of drawings and specs detailing construction requirements suitable for construction contractor use, and to document the constructed facility (modification to be detailed by the general contractor.)
	Coordinate Mylar film reproducible drawings including significant changes during construction based on marked-up prints, drawings and other data.
Continue design review meetings either on site or through video conferencing.	
Conduct project management meetings with Owner to update on progress, financial status, construction issues and use of project contingencies.	
Advise Owner on any adjustment to Construction Cost Estimates.	
Coordinate with government entities for permit, building permit reviews, and other approvals.	Assist Owner in filing documents for governmental approval by preparing and submitting permit requests, etc..
Coordinate, review, evaluate and recommend approval of all construction documents submitted by architects and consultant engineers for compliance with TSC's design guidelines, detailed program needs and performance specifications per campus before procurement of contractor.	
	Prepare necessary bidding information, bidding conditions of contractor and owner's standard Owner/Contractor Contract for review and approval by owner.
<b>Contractor Procurement Phase</b>	
Review standard construction contract for billing, procurement, timelines, change orders, applications for payment and all processes required.	
Assist Owner with contractor selection criteria and review of contractor qualifications and capability to perform scope of work and comply with schedule, programming guidelines and specifications.	
Assist Owner with negotiating with Contractors; re-bid or re-negotiate Project if lowest bid or proposal is greater than Project budget after selection of contractor by Owner.	Provide Owner with necessary modifications to construction documents for Project if lowest bid or proposal is greater than Project budget.
After selection of contractor by Owner, assist Architect with transmitting standard procurement requirements to contractors and subcontractors.	

- E. For purposes of illustration only, the Consultant services are generally outlined in the chart under the title "Project Management Services." The chart illustrates generally the category of services to be provided by the Consultant, the sequence of those services and how those services will interrelate with the services of other design professionals during the Design Phase and the Construction Phase. This in no way limits the duties and obligations of the Consultant which are set out in more detail elsewhere in this contract.

PROJECT MANAGEMENT SERVICES	ARCHITECT SERVICES
<b>Mobilization</b>	
Office staff, implement communication systems, secure offices and other expenses	
<b>All Phases of Program Execution Plan</b>	
Serve as single point of contact for the Owner. Establish overall schedule with key milestones, referred to as Master Project Schedule (MPS). Provide cost and schedule control systems. Lead partnering and team building activities to build the project team. Brief the governing board and executive sponsors at regular intervals and as required. Conduct meeting of the key project participants on regular intervals and as required. Provide customer interfacing to resolve issues, provide guidance and insight, and to address concerns, if applicable. Execute and oversee quality assurance program in order to protect interest of Owner.	
<b>Architect-Engineer Selection</b>	
Assist with review of potential design team(s) qualifications for capability to perform scope of work and meet schedule. Negotiate with the selected firms and assist in A-E contract preparation and review.	
<b>Detailed Programming</b>	
Conduct meetings with staff to identify detailed programming needs such as communication systems, special equipment and furniture needs and provide data to architects.	
Develop and design facilities standards and design guidelines	
Establish an index of terms for master filing of all projects and assist in centralized filing system for program.	



# TEXAS SOUTHMOST COLLEGE DISTRICT

## BOARD AGENDA REQUEST FORM

<b>Department/Division:</b> Business Affairs Partnership Committee	<b>Board Meeting Date:</b> March 26, 2009
<b>Agenda Item:</b>  Consideration and possible action on authorization for disposition of items at annual auction.	
<b>Rationale/Background:</b>  Business Office Staff conduct an asset inventory on an annual basis. The attached list contains the TSC assets that were sent to permanent storage by the responsible account managers. These assets are obsolete and are of no value to the College.  Staff recommends authorization to dispose of these assets at annual auction.	
<b>Recommended Action:</b>  Motion to authorize staff to dispose of items at annual auction as presented.	
<b>Fiscal Implications:</b> Budgeted Item: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A    If no, explain:	
<b>Attachments (List):</b>  List of items for disposition.	

<b>FOR OFFICE USE ONLY:</b>
<b>Board Action:</b> Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Tabled for action on: _____
<b>Certified by:</b> _____ Title: _____ Date: _____

**The University of Texas at Brownsville  
and Texas Southmost College  
2009 Spring Auction**

# of items	Description	Asset #	Acq. Date	Acq. Cost
1	Suburban (1989)	736305	04/01/89	\$ 11,336.00
1	Large TV	TSC-34216		\$ 500.00
1	Large TV	TSC-36596	09/10/97	\$ 674.00
1	Baby Piano	No Tag		
50	Student Desks	No Tag		
65	One Sided Desks	No Tag		
1	Dryer	No Tag		
45	Office Chairs	No Tag		
1	Pool Table	No Tag		
10	Filing Cabinets	No Tag		
1	Utility Vehicle - Gator	No Tag		
3	Grasshopper Decks - for riding mower	No Tag		
	Several Weedeaters	No Tag		
	Push Mowers	No Tag		



**TEXAS SOUTHMOST COLLEGE DISTRICT**  
**BOARD AGENDA REQUEST FORM**

<b>Department/Division:</b> Office of ITNet/Partnership Affairs	<b>Board Meeting Date:</b> March 26, 2009
<b>Agenda Item:</b>  Consideration and possible action on the purchase of computer equipment for the Architecture Lab at ITEC Center through TCPN contract number 9914760 R4717.	
<b>Rationale/Background:</b>  With the completion of the ITECC project, it is time to purchase equipment for the classrooms. These items are basic equipment required for developing the Architecture Program. The Cooperative Purchasing Network (TCPN) specializes in computers, components, peripherals, and software. The proposal amount of \$88,808.46 includes computer equipment required for a functional Architectural General and Teaching Laboratories at ITECC. The Board approved an allocation of \$100,000 during the November 20, 2008 meeting.	
<b>Recommended Action:</b>  Motion to approve purchase of computer equipment in the amount of \$88,808.46 through TCPN and to authorize the Vice President for Partnership Affairs to execute the contract.	
<b>Fiscal Implications:</b>	Budgeted Item: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If no, explain:
<b>Attachments (List):</b> <ol style="list-style-type: none"><li>1. Recommendation Memorandum</li><li>2. Quotes</li></ol>	

<b>FOR OFFICE USE ONLY:</b>			
<b>Board Action:</b>	Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Tabled for action on: _____		
<b>Certified by:</b> _____	Title: _____	Date: _____	



OFFICE OF THE ASSISTANT VICE PRESIDENT FOR ACADEMIC AFFAIRS  
THE UNIVERSITY OF TEXAS AT BROWNSVILLE and TEXAS SOUTHMOST COLLEGE  
80 Fort Brown • Brownsville, Texas • (956) 882-8550 • Fax (956) 882-7651 • hector.castillo@utb.edu

Hector Castillo  
Assistant Vice President  
for Academic Affairs

TO: Dr. David Pearson  
Vice President for Partnership Affairs

FROM: Hector Castillo *HC*  
Assistant VPAA

DATE: March 17, 2009

SUBJECT: Request to Purchase Computers for Architecture Program

Attached are two quotes for purchasing equipment for the Architecture program. Following is a summary:

Quote #1: 10 computers for CAD/Architecture Gen Lab	\$29,150.40
Quote #2: 21 computers for Architecture Teaching Labs	\$59,658.06
<b>Total</b>	<b>\$88,808.46</b>

These specifications were developed by Dr. Sue Zanne Urbis and her faculty. These items are basic equipment required for developing the architecture program.

The amount is less than the amount authorized by the TSC Board for this purpose. The vendor is on the TCPN (The Cooperative Purchasing Network) list of approved vendors for computer equipment, therefore, no bids are required.

Please, consider adding the request for approval for the above equipment to the agenda of TSC Board meeting scheduled for March 26, 2009.

Thank you for your consideration





## QUOTATION

QUOTE #: 475864775  
 Customer #: 90799851  
 Contract #: 74860

Customer Agreement #: M900236

Quote Date: 2/20/09

Date: 2/20/09 2:26:53 PM

Customer Name: UNIV OF TEXAS @ BROWNSVILLE

TOTAL QUOTE AMOUNT:	\$29,530.40		
Product Subtotal:	\$29,530.40		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 10	SYSTEM PRICE: \$2,915.04	GROUP TOTAL: \$29,150.40
Base Unit:	Dell Precision T5400 Mini-Tower, Quad Core Xeon Proc E5410, 2.33GHz, 2X8MB L2 Cache, 1333MHz (223-3145)		
Memory:	4GB, DDR2 ECC SDRAM Memory 667MHz, 4X1GB, Dell Precision T5400 (311-7681)		
Keyboard:	No Keyboard Option, Factory Install (310-0042)		
Monitor:	Dell UltraSharp 2007FP Flat Panel with Height Adjustable Stand, 20.0 Inch WIS, OptiPlex Workstation, Latitude (320-4683)		
Video Card:	nVidia Quadro FX3700 512MB dual DVI Graphics Card, Dell Precision (320-6323)		
Hard Drive:	160GB SATA 3.0G/s, 7200RPM Hard Drive with 8MB DataBurst Cache, Dell Precision T5400 (341-5352)		
Hard Drive Controller:	C1 All SATA Hard Drives Non-Raid for 1 Hard Drive Dell Precision T5400 (341-5335)		
Floppy Disk Drive:	3.5inch, 1.44MB, Floppy Drive Dell Precision 490/690 Factory Install (341-3630)		
Operating System:	Windows XP PRO SP3 with Windows Vista Business License English, Dell Precision (420-8539)		
Mouse:	No Mouse for Workstation Model (310-1247)		
TBU:	Mini-Tower Chassis Configuration with 1394 Card Dell Precision T3400 (313-6872)		
CD-ROM or DVD-ROM Drive:	16X DVD+/-RW, Data Only, Dell Precision T3400 (313-5709)		
CD-ROM or DVD-ROM Drive:	Roxio Creator Dell Edition, 9.0 Dell Precision (420-7980)		
CD-ROM or DVD-ROM Drive:	Cyberlink Power2Go 8.1, with Media, Dell OptiPlex/Precision (420-9179)		
Speakers:	No Speaker option (313-2663)		
Documentation Diskette:	Resource DVD contains Diagnostics and Drivers for Dell Precision T5400 (313-6659)		
Service:	Basic Support: Next Business Day Parts and Labor Onsite Response Initial Year (984-7900)		
Service:	Dell Hardware Warranty Plus Onsite Service Initial Year (988-8367)		
Service:	Basic Support: Next Business Day Parts and Labor Onsite Response 4 Year Extended (980-8684)		
Service:	Dell Hardware Warranty Plus Onsite Service Extended Year(s) (988-8368)		
Installation:	Standard On-Site Installation Desktop (900-9987)		
	Vista Premium Downgrade Relationship Desktop (310-9161)		

### SOFTWARE & ACCESSORIES

Product	Quantity	Unit Price	Total
Labtec Standard Black PS 2 Keyboard Plus (A0616976)	10	\$10.00	\$100.00
3 BUTTON PS 2 OPTICAL SCROLL MOUSE (A1260581)	10	\$10.00	\$100.00

Number of S & A Items: 2	S&A Total Amount: \$380.00
--------------------------	----------------------------

SALES REP:	Will Stepanov	PHONE:	1(800) 274-7789
Email Address:	Will_Stepanov@Dell.com	Phone Ext:	7263721

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-8911. You may also place your order online at <http://www.dell.com/qto>.

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

*Prices and tax rates are valid in the U.S. only and are subject to change. Taxes reflected on quotes are estimates and may vary from tax shown at invoicing based on the actual ship to address.*

*\*\*Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 1-888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).\*\**

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at [US\\_Dell\\_ARS\\_Requests@dell.com](mailto:US_Dell_ARS_Requests@dell.com). Minimum quantities may apply.

Dell has a 30 day return policy for new products purchased directly from Dell. Dell's Total Satisfaction Return Policy may be found at [http://www.dell.com/us/en/hied/misc/policy\\_010\\_policy.htm](http://www.dell.com/us/en/hied/misc/policy_010_policy.htm).

Shipments to California: For certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More info: Refer to URL [www.dell.com/environmentalfee](http://www.dell.com/environmentalfee).

# DELL

## QUOTATION

QUOTE #: 476999611

Customer #: 90799851

Contract #: 74860

Customer Agreement #: M900236

Quote Date: 2/27/09

Date: 2/27/09 2:02:05 PM

Customer Name: UNIV OF TEXAS @ BROWNSVILLE

TOTAL QUOTE AMOUNT:	\$59,658.06		
Product Subtotal:	\$59,658.06		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 21	SYSTEM PRICE: \$2,840.86	GROUP TOTAL: \$59,658.06
Base Unit:	Dell Precision T5400 Mini-Tower, Quad Core Xeon Proc E5410, 2.33GHz, 2X6MB L2 Cache, 1333MHz (223-3145)		
Memory:	4GB, DDR2 ECC SDRAM Memory 667MHz, 4X1GB, Dell Precision T5400 (311-7681)		
Keyboard:	Entry Level, USB, No Hot Keys keyboards, Dell Precision Workstations (310-7949)		
Monitor:	Dell UltraSharp 2007FP Flat Panel with Height Adjustable Stand, 20.0 inch VIS, OptiPlex Workstation, Latitude (320-4683)		
Video Card:	nVidia Quadro FX3700 612MB dual DVI Graphics Card, Dell Precision (320-6323)		
Hard Drive:	160GB SATA 3.0Gb/s, 7200RPM Hard Drive with 8MB DataBurst Cache, Dell Precision T7400/5400 (341-5352)		
Hard Drive Controller:	C1 All SATA Hard Drives Non- RAID for 1 Hard Drive Dell Precision T5400 (341-5335)		
Floppy Disk Drive:	3.5inch, 1.44MB, Floppy Drive Dell Precision 490/690 Factory Install (341-3690)		
Operating System:	Windows XP PRO SP3 with Windows Vista Business License English, Dell Precision (420-9559)		
Mouse:	New Dell USB 2 Button Optical Mouse with Scroll, Black Precision (310-8602)		
TBU:	Mini-Tower Chassis Configuration with 1394 Card Dell Precision T3400 (313-5672)		
CD-ROM or DVD-ROM Drive:	16X DVD+-RW, Data Only, Dell Precision T3400 (313-5709)		
CD-ROM or DVD-ROM Drive:	Roxio Creator Dell Edition, 9.0 Dell Precision (420-7980)		
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 8.1, with Media, Dell OptiPlex/Precision (420-9179)		
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Service:	Basic Support: Next Business Day Parts and Labor Onsite Response 4 Year Extended (980-8684)
Service:	Dell Hardware Warranty Plus Onsite Service Extended Year(s) (988-8368)
Installation:	Standard On-Site Installation Declined (900-8987)
	Vista Premium Downgrade Relationship Desktop (310-9151)

SALES REP:	Will Stepanov	PHONE:	1(800) 274-7799
Email Address:	Will_Stepanov@Dell.com	Phone Ext:	7263721

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This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

*Prices and tax rates are valid in the U.S. only and are subject to change. Taxes reflected on quotes are estimates and may vary from tax shown at invoicing based on the actual ship to address.*

*\*\*Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order.*

*Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 1-888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).*

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# TEXAS SOUTHMOST COLLEGE DISTRICT

## BOARD AGENDA REQUEST FORM

<b>Department/Division:</b> Finance Office/Partnership Affairs	<b>Board Meeting Date:</b> March 26, 2009
<b>Agenda Item:</b>  Consideration and possible action on approval of proposal for General Property Insurance.	
<b>Rationale/Background:</b>  The District requested proposals for Windstorm and Hail Insurance Property Insurance from TWIA through a request for proposals process. Four proposals were received from Frost Insurance, Shepard Walton King, R.N. Jones Agency Inc. and Texas Insurance Service Center Inc. insurance agencies. Evaluations of the proposals were conducted by a committee. The committee recommends that the Board accept the proposal from R.N. Jones Agency, Inc. for windstorm and hail insurance coverage through TWIA with a 1% deductible in the amount of \$678,273.	
<b>Recommended Action:</b>  Motion to accept proposal from R.N. Jones Agency, Inc. for windstorm and hail insurance coverage through TWIA with a 1% deductible in the amount of \$678,273.	
<b>Fiscal Implications:</b> Budgeted Item: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A    If no, explain:	
<b>Attachments (List):</b>	

<b>FOR OFFICE USE ONLY:</b>
<b>Board Action:</b> Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Tabled for action on: _____
<b>Certified by:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____



TEXAS SOUTHMOST COLLEGE DISTRICT

THE UNIVERSITY OF TEXAS AT BROWNSVILLE and TEXAS SOUTHMOST COLLEGE

80 Fort Brown • Brownsville, Texas 78520 • (956) 882-7728 • Fax: (956) 882-3827

TO: Dr. David E. Pearson, VPPA  
FROM: Melba Sanchez, Assistant VP for Finance  
DATE: March 4, 2009  
SUBJECT: Property Insurance Policy

*Nancy Saldana  
for Melba Sanchez*

On April 26, 2007, The University of Texas System (UT System), UTB and TSC reached an agreement to include TSC facilities in UT System's system-wide Comprehensive Property Protection Plan (CPPP). The CPPP will renew on April 1, 2009 and TSC facilities will be included in the plan as per the Partnership Agreement for a premium of \$294,801.

The terms and conditions for TSC's participation in the CPPP for the plan year April 1, 2009 through April 1, 2010 are the same as in the original agreement. One of the terms includes the purchase of Texas Windstorm Insurance Association (TWIA) for all facilities. In compliance, the District requested proposals for Windstorm and Hail Property Insurance from TWIA through a request for proposals (RFP) process. Four proposals were received from Frost Insurance, Shepard Walton King, R.N. Jones and Texas Insurance Service Center Inc insurance agencies.

Evaluations of the proposals based on reputation, experience, qualifications and financial consideration (premium) were conducted by a five member committee. Based on the results of the evaluation conducted, the committee recommends that the Board accept the proposal from R.N. Jones Agency, Inc. for windstorm and hail insurance coverage with a 1% deductible in the amount of \$678,273.

**FY09 PROPERTY INSURANCE RFP EVALUATION**

<b>Selection Criteria</b>	<b><i>Frost Insurance</i></b>	<b><i>Shepard Walton King Ins Group</i></b>	<b><i>R.N. Jones Agency, Inc.</i></b>	<b><i>Insurance Associates of the Valley</i></b>
Responsible Party for District's account	Richard Gomez and Cyndi White 4 and 24 yrs resp; See bios for Ins and Ed Background; 67 Other Public Entities Serviced	Raul Cabaza III, CIC 21 yrs in ins bus; Manage lg Prop/Cas accts incl public; BBA Finance, CIC Design, Cont Prof Development; 13 Other Public Entities Serviced	Sidney P. Brown, PhD, CPCU, CIC 31 yrs in ins bus; Tx A&M – BS in EE, MS in IE and PhD in Oper Research; 1 Other Public Entity Serviced	Dayna Olivarez 11+ yrs in ins bus; Ins Background: 11+ HS & Texas A&M Graduate; 16 Other Public Entities Serviced
Back up Person for District's account	Debbie Hardin 28 yrs in ins bus; CPCU; 12 Other Public Entities Serviced	Arnetta Oropeza, CIC 24 yrs in ins bus; HS Graduate, Various Insurance & Risk Manager courses; 2 Other Public Entities Serviced & 8 School Districts	T.R. (Bob) Jones 61 yrs in ins bus; Extensive exp in commercial property/casualty insurance; BS in Engineering – Rice, Maryland Casualty Special Agents School; 1 Other Public Entity Serviced	Albert Salinas 11+ yrs in ins bus; HS Grad & Attended College; 16 Other Public Entities Serviced
Number of Texas School Districts agency provides coverage on behalf of	60	17	1	16
Premium Volume with Texas School Districts & Other Public Entities	School Districts: \$2.0M +/- Other Public Entities: (Blank)	School Districts: \$5M Other Public Entities: (included)	School Districts: \$560K Other Public Entities: \$12.5K	School Districts: \$2.4M Other Public Entities: (Blank)
Licensed to conduct fire/casualty insurance in TX for past 5 years	Yes	Yes	Yes	Yes
Agency produced a min annual gross fire and casualty premiums income of at least \$1M avg for past 3 years	Yes	Yes	Yes	Yes
Documents included:				
Current License	Yes	Yes	Yes	No
E&O Coverage for at least \$2M aggregate limit	Yes	Yes	Yes	Yes
<b>Premiums:</b> 1% Deductible 2% Deductible 5% Deductible	<b>\$679,232</b> <b>\$650,885</b> <b>\$587,513</b> <b>Submitted 2 more proposals – all higher premiums</b>	<b>\$679,153</b> <b>\$650,809</b> <b>\$587,443</b> <b>Submitted 1 more proposal – 1% deduct @ \$676,178</b>	<b>\$678,273</b> <b>\$649,798</b> <b>\$586,514</b> <b>Submitted 2 more proposals w/1% deduct – both lower than above</b>	<b>\$714,393</b> <b>\$681,836</b> <b>\$618,610</b> <b>No Alternative Proposals</b>

# R. N. JONES AGENCY, INC.

*General Insurance*

510 E. HARRISON P.O. BOX 532267 HARLINGEN, TEXAS 78553-2267

PHONE: 956-423-1147

FAX: 956-423-3906

TO: **Melba Sanchez**

COMPANY: Texas Southmost College District

FROM: Sid Brown

DATE: February 17, 2009

SUBJECT: TWIA Renewal

Providing the wind and hail insurance with TWIA for the 2008-2009 policy period has been our pleasure. I believe that our agency has made significant improvements to your wind and hail insurance program.

Our proposal last year reflected a correction to the rating factors that had probably been used on several buildings for many years. This correction to the rating factors saved Texas Southmost College District over \$10,000 last year. This savings will be carried over into the future, so the cumulative effect of the correction is very significant.

In fulfilling the requirements of TWIA to provide replacement cost calculations on all of the buildings, our agency worked closely with Mr. Peakes and Mr. Hernandez to carefully evaluate the amount of insurance on all of the buildings. By carefully evaluating each of the buildings instead of a doing a superficial job, several buildings were identified as being underinsured. Particularly the amount of insurance on the Thermal Energy building was increased from \$2,226,655 to \$3,700,000. In addition two buildings that were thought to be insured were identified as not being insured.

In addition, pictures of all of the buildings were provided to TWIA and the claim for Hurricane Dolly is being successfully processed.

I believe that the contributions to the insurance program of Texas Southmost College District made by our agency merit the award of the renewal of the insurance if there are only insignificant differences in the proposals. The RFP from last year created anticipation that the agency would provide the insurance for three years, but I do understand the need to seek new proposals this year. Please consider our proposal carefully. Thanks!



R. N. Jones Agency, Inc. Proposals  
to

**TEXAS SOUTHMOST COLLEGE DISTRICT**

**Windstorm & Hail Insurance  
Texas Windstorm Insurance Association**

**Request for Proposals (RFP) Specifications**

**RFP # TSC 09-10**

**Policy Inception: May 1, 2009**

**Proposals due: 1:30 p.m. on February 19, 2009**

**TABLE OF CONTENTS**

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Insurance Agency Questionnaire.....	7
Windstorm & Hail.....	9
Proposal Variation Statement.....	12

**Exhibits**

- A. Property Schedule

## GENERAL REQUIREMENTS / INSTRUCTIONS

### A. General Information

**Texas Southmost College District** -Windstorm & Hail Insurance is presently provided through the Texas Windstorm Insurance Association. The district has All Other Perils coverage and excess windstorm and flood insurance in place through the University of Texas System which requires that the underlying windstorm coverage be provided through the Texas Windstorm Insurance Association. In this light, only quotes from the Texas Windstorm Insurance Association will be accepted.

In no case is it the desire of *Texas Southmost College District* for insurers to use illegal forms or in any manner to deviate from approved or acceptable insurance practice in the State of Texas.

### B. Timetable

1. Specifications will be available on February 6, 2009.
2. Proposals are due at 1:30 p.m. on February 19, 2009. Sealed envelopes will be opened and disclosure of responses will be available after the board awards the contract. Please label any trade secrets or confidential information to avoid public disclosure.
3. Proposals will be considered at the board meeting on March 26, 2009. The selected proposer will be notified after the board meeting in which the contract is awarded
4. Binders are to be delivered to *Texas Southmost College District* on or before April 30, 2009.
5. Policies are due to *Texas Southmost College District* by August 15, 2009.

### C. Selection

*Texas Southmost College District* reserves the right to accept or reject all or part of the proposals, waive technicalities, and award the proposal that best serves its interest. The contract will be awarded to the vendor who submits the most responsive proposal based on coverage, insurance company financial condition, reputation, and the quality of service.

**D. Submission of Proposal**

Proposals shall be submitted in a sealed envelope plainly marked “Proposal for Windstorm & Hail Insurance” and shall be submitted to:

Texas Southmost College District  
Attn: Melba Sanchez, Assistant Vice President for Finance  
80 Fort Brown  
Brownsville, TX 78520

Proposals must be received at or before 1:30 p.m. on February 19, 2009. Telephone, telephonic email or fax proposals will not be accepted. *Texas Southmost College District* is not responsible for misdirected mail or packages. Any delay in mail or delivery is at the risk of the proposer. Proposals received after the deadline will be returned unopened.

**E. Underwriting Information**

Quotations for Proposals 1, 2 and 3 shall be based on the underwriting information furnished in these specifications. Proposal 4 and any additional proposals submitted may contain rating deviations from the attached spreadsheet but shall be detailed in the windstorm and hail submission form under section E and/or the proposal variation statement attached.

Due care and diligence have been used in preparation of the specifications and/or applications and the information contained therein is believed to be substantially correct. The ultimate responsibility, however, for determining the full extent of the exposures and the verification of information rests solely on the proposer.

**F. Proposal**

Proposals are to be submitted in accordance with these specifications. Any restrictions, deviations, or other modifications, which either restrict or broaden coverage, should be reflected in Proposal 4 and explained in the proposal variation statement. In the absence of notification of these modifications, companies will be held to the specifications.

**G. Qualifications of Agents**

The proposer must meet these qualifications:

1. The recording agent must have been licensed to conduct fire and casualty insurance business in Texas for the last five years.
2. The agency must be producing a minimum annual gross fire and casualty premium income of at least \$1,000,000 average for each of the past five years.

3. The agency must provide a Certificate of Errors and Omissions Coverage with the minimum limits of \$2,000,000 annual aggregate with a maximum deductible of \$50,000
4. Provide a description of your agency and resumes on the personnel who would be assigned to service *Texas Southmost College District*.
5. Provide information on Toll Free Services, such as claims handling, underwriting questions, endorsements, and loss control services.

**H. Questions Concerning These Specifications**

Question should be addressed to Melba Sanchez at (956) 882-7306 or via email at [melba.sanchez@utb.edu](mailto:melba.sanchez@utb.edu)

**I. General Policy Conditions**

1. Name Insured and Address  

Texas Southmost College District dba Texas Southmost College.
2. Term of Policy  

Policy effective date is to be May 1, 2009 for a 1-year period with the option to renew for two annual terms at rates deemed acceptable by the district.
3. Cancellation Provisions  

60 days notice of cancellation (except for non-payment) and 60 days notice of non-renewal or material change.

**J. Disqualification Provision**

It is necessary for the proposer/vendor to provide the documentation requested and complete response pages. Failure to comply may result in disqualification.

**ANTI-COLLUSION CERTIFICATION**

By submission of this proposal, the Proposer certifies that:

1. This proposal has been independently arrived at without collusion with any other Proposer or with any competitor;
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this project, to any other proposer competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;
4. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the proposer as well as to the person signing in its behalf.

R. N. Jones Agency, Inc.  
Company Name

  
Authorized Signature

510 E. Harrison Avenue (78550)  
Address

Sidney P. Brown PhD, CPCU, CIC, President  
Type Signatory's Name & Title

P. O. Box 532267, Harlingen TX 78553-2267

956/423-1147  
Telephone Number

Sidney P. Brown  
Agent Name

956/423-1147  
Telephone Number

510 E. Harrison Avenue (78550)  
Agent Address

956/423-3906  
Fax Number

P. O. Box 532267, Harlingen TX 78553-2267

**INSURANCE AGENCY QUESTIONNAIRE**

- A. Who will have primary responsibility for the District's account? Sidney P. Brown, PhD, CPCU, CIC
1. Number of years in the insurance business: 31 Years
  2. Insurance background: Extensive experience in commercial property/casualty insurance.
  3. Educational background: Texas A&M University (BS in EE, MS in IE, and PhD in
  4. Number of other public entities serviced: One Operations Research)
- B. Who will be the back up person for the District's account? T. R. (Bob) Jones
1. Number of years in the insurance business: 61 Years
  2. Insurance background: Extensive experience in commercial property/casualty insurance.
  3. Educational background: BS in Engineering at Rice Univ & Maryland Casualty Special
  4. Number of other public entities serviced: One Agents School.
- C. How many Texas school districts does your agency (this office, if a national broker) provide coverage on behalf of: One
- D. What is your (this office, if a national broker) estimated premium volume with Texas school districts: \$560,000  
Other public entities: \$12,500
- E. Has your agency been licensed to conduct fire/casualty insurance in Texas for the past five years? XX Yes      No
- F. Has your agency produced a minimum annual gross fire and casualty premiums income of at least \$1,000,000 average for each of the past three years? XX Yes      No
- G. The District will expect an annual summary of premium and losses by coverage.
- H. Please attach a copy of the following documents:
1. A copy of the current license.
  2. A certificate for agent's errors and omissions coverage insured for at least \$2,000,000 aggregate limit.



**Texas Department of Insurance**

Licensing Division, MC 107-1A  
333 Guadalupe - P. O. Box 149104  
Austin, Texas 78714-9104  
512-322-3503 telephone  
www.tdi.state.tx.us

General Lines - LAH & HMO licensees may sell any line authorized by Texas Insurance Code (TIC) Ch. 4054, including variable contracts.  
General Lines - P&C licensees may sell any line authorized by TIC Ch. 4051.  
Limited Lines licensees may sell any line authorized by TIC Secs. 4054.101 and 4051.101.

R N JONES AGENCY INC  
510 E HARRISON/BOX 532267  
HARLINGEN TX 78553

**Texas Department of Insurance  
R N JONES AGENCY INC**

**License Number: 3746**

BE IT KNOWN, the above named, having fulfilled all requirements for licensure under the laws of the State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

<b>Licensed as</b>	General Lines Agency	<b>Effective Date</b>	01-22-1982	<b>Expiration Date</b>	01-22-2010
<b>Qualified for</b>	Property and Casualty		01-22-1982		



Matt Ray, Deputy Commissioner  
Licensing Division

Signature required on wallet license.

Cut along exterior dotted line and fold in the middle.

Texas Department of Insurance

License Number: 3746

R N JONES AGENCY INC  
510 E HARRISON/BOX 532267  
HARLINGEN TX 78553

Signature of Licensee

Texas Department of Insurance

**R N JONES AGENCY INC**

License Number: 3746

BE IT KNOWN, the above named, having fulfilled all requirements for licensure under the laws of the State of Texas, is authorized to engage in the business of insurance in the State of Texas as a

<b>Licensed as/Qualified for</b>	<b>Effective Date</b>	<b>Expiration Date</b>
General Lines Agency	01-22-1982	01-22-2010
Property and Casualty	01-22-1982	

Matt Ray, Deputy Commissioner





# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/14/2008

PRODUCER  
IIAT Insurance Agency, Inc.  
P.O. Box 684487  
1115 San Jacinto #100  
Austin TX 78768

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  
R. N. Jones Agency, Inc.  
PO Box 532267  
Harlingen TX 785532267

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Westport Ins Corporation	
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
A	OTHER E & O Liability	WED4TX006849002	05/18/2008	05/18/2009	3,000,000 limit each claim 3,000,000 aggregate 5,000/15,000 deductible								

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

## CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 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  
David Surles/HOL *David Surles*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**General Certifications**

1. Do you acknowledge that unless you have specifically made XX Yes \_\_\_\_\_ No comment otherwise, you will be held to strict compliance with these specifications?

Signature:



Agent:

R. N. Jones Agency, Inc./Sidney P. Brown PhD, CPCU, CIC

Address:

510 E. Harrison (78550), P. O. Box 532267, Harlingen TX 78553-2267

Telephone:

956/423-1147

Facsimile:

956/423-3906

### WINDSTORM & HAIL SUBMISSION FORM

#### A. General Information

Windstorm & Hail Insurance is presently provided through the Texas Windstorm Insurance Association. The district wishes to renew their Windstorm & Hail Insurance through the Texas Windstorm Insurance Association and is seeking quotes to do so. Only quotes through the Texas Windstorm Insurance Association will be accepted.

Losses were incurred due to Hurricane Dolly in July 2008, if additional information regarding these losses is required please contact Melba Sanchez at (956)882-7306 or via email at melba.sanchez@utb.edu.

#### B. Desired Program

1. Limits to Insure (See schedules in appendix): \$82,611,420.
2. Coverage is to be provided on a replacement cost basis.
3. Desired Deductible: 1% per item  
Please provide alternate quotes at 2% and 5% deductibles.
4. Co-insurance should be at 80%, except it should be waived on items where co-insurance is shown as waived on the schedule. Note: On structures where co-insurance is waived, the replacement cost shown on the schedule is to be shown as the basis for the waived co-insurance.
5. The proposal MUST include a copy of the TWIA rate sheets to be considered.

#### C. Proposed Policy Questionnaire

1. Does the quote reflect 80% co-insurance on all items, XX\* Yes  No  
Except when a building and its contents exceed \$4,154,000?
2. Is co-insurance waived on all items shown with waived XX Yes  No  
co-insurance on the schedule in the appendix ?
3. Is the basis of recovery replacement cost new, both on XX Yes  No  
building and contents?
4. Have TWIA rate sheets been submitted? XX Yes  No
5. Will your agency take all photographs needed for XX Yes  No  
Placement of coverage at no charge to the district?

\* Except as specified in Proposal #5

**Windstorm & Hail**

**Proposal #1**

Limit of Insurance:     \$82,811,420      
 Proposed Deductible:         1%          
 Proposed Premium:    \$678,273.00     
 Policy Term:    5/1/09 to 5/1/10   

**Proposal #2**

Limit of Insurance:     \$82,811,420      
 Proposed Deductible:         2%          
 Proposed Premium:    \$649,798.00     
 Policy Term:    5/1/09 to 5/1/10   

**Proposal #3**

Limit of Insurance:     \$82,811,420      
 Proposed Deductible:         5%          
 Proposed Premium:    \$586,514.00     
 Policy Term:    5/1/09 to 5/1/10   

**Proposal #4**

**Proposal #5**

(Please provide explanation in Proposal Variation Statement)

Limit of Insurance:	<u>   \$82,805,518   </u>	<u>   \$84,730,933   </u>
Proposed Deductible:	<u>        1%        </u>	<u>        1%        </u>
Proposed Premium:	<u>   \$678,219.00   </u>	<u>   \$651,533.00   </u>
Policy Term:	<u>   5/1/09 to 5/1/10   </u>	<u>   5/1/09 to 5/1/10   </u>

**D. Exact Name of Insurer** *(not company group or wholesaler)*

Texas Windstorm Insurance Association

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**E. Deviation from Specifications**

Please describe coverage deviations, restrictions, modifications, recommendations, not outlined in your answers above or provide any other information you feel is appropriate that will clarify the proposal or benefit *Texas Southmost College District*. Attach additional page if necessary.

Please see attached Deviation from Specifications sheets:

Deviation from Specifications for Proposals #1 - #4 Page 11a

Deviation from Specifications for Proposal #5 Page 11b & 11c

Deviation form Specifications General Information Page 11d

#### DEVIATION FROM SPECIFICATIONS Proposals #1 - #3

The limits of insurance on four items have been increased by \$1.00 to decrease the premium, so the Limit of insurance is \$82,811,424 as specified in the rating sheets enclosed. The replacement cost submitted to TWIA for these four items will be increased by the same \$1.00.

Also note that the amount of insurance requested on five of the buildings is slightly more than the calculated replacement cost. As the rating program for TWIA does not allow an amount of insurance to be more than the replacement cost, the requested amount of insurance was used as the replacement cost for these five buildings in the TWIA rating program. TWIA has generally allowed the amount of insurance to be slightly more than the calculated replacement cost. However, the positions of TWIA in matters such as this change frequently. A new replacement cost calculation may need to be submitted to TWIA to get the requested amount of insurance as inflation since the replacement costs were calculated will be more than enough to solve the difference.

#### DEVIATION FROM SPECIFICATIONS Proposal #4

The limits of insurance on four items have been increased by \$1.00 to decrease the premium. The replacement cost submitted to TWIA for these four items will be increased by the same \$1.00.

Again note that the amount of insurance requested on five of the buildings is slightly more than the calculated replacement cost. As the rating program for TWIA does not allow an amount of insurance to be more than the replacement cost, the replacement cost for these five buildings was used as the amount of insurance, so the limit of Insurance is \$82,805,518. TWIA has generally allowed the amount of insurance to be slightly more than the calculated replacement cost. However, the positions of TWIA in matters such as this change frequently. This particular proposal is not particularly recommended. Any of the other proposals would be preferred as those proposals provide the amount of insurance that was requested. This proposal was basically provided as a basis of reference.

## DEVIATION FROM SPECIFICATIONS Proposal #5

The significant deviation from specifications for this proposal is that the co-insurance on 35 of the buildings (none of contents) is proposed to be 100% and the amounts of insurance on these buildings have been increased to the higher of the calculated replacement cost or the amount of insurance requested for each of these buildings as detailed on the sheet to follow. These changes result in an increase in the amount of insurance of \$2,119,513 and a significant decrease in the premium. There would also be an increase in the deductible amounts, but this increase is significantly less than the reduction in premium.

Changing the co-insurance to 100% has implications in the settlement of a loss. Before a decision is made to increase the co-insurance to 100%, the ramifications should be understood. Please note that there are circumstances rather unique to TWIA that minimizes these ramifications. The calculated replacement cost that TWIA requires to be done on their program includes the cost of foundations below ground. The co-insurance clause in the policy excludes this significant cost. In addition, the TWIA program for rating policies does not allow the amount of insurance to be more than the current replacement cost. Some coinsurance penalties are the result of inflation that occurs during the policy year, but the TWIA rating program would seem to eliminate this potential problem as you are not allowed to increase the amount of insurance to a limit that would account for the inflation. Finally, the TWIA adjusters do not seem to be too concerned with co-insurance problems (this statement should not be accepted without consideration of the variability of adjusters). As an example from the Dolly loss, there was no coinsurance penalty for the loss to the administration/shop building even though the building was significantly underinsured. The amount of insurance on this building was \$84,001 at the time of the loss. During the process of completing the TWIA requirement to make a determination of the replacement cost, the replacement cost was determined to be \$145,724. This could have resulted in a co-insurance penalty as the amount of insurance required by the 80% co-insurance is \$116,579 (this amount can be reduced by the cost of foundations below the ground). Again, there was no penalty as coinsurance was not addressed in the loss. Please note that the limit of insurance for this building has subsequently been increased.



Bldg Name -if applicable	Address including street number	Occupancy Description	Wind Constr.	Building Replacement Cost	Specified TWIA Building Limit	Co-Ins.	Proposal #5 TWIA Building Limit	Proposal #5 Co-Ins.
1	1731 Taylor Ave.	Gorgas Hall	Brick	\$ 1,730,981	\$ 1,659,115	80%	\$ 1,730,981	100%
2	1731C Taylor Ave.	Champion Hall	Brick	\$ 489,404	\$ 402,460	80%	\$ 489,404	100%
3	833C Page Dr.	Old Morgue	Brick	\$ 255,674	\$ 212,625	80%	\$ 255,674	100%
4	801-833 Page Dr.	Art Building	Brick	\$ 1,252,506	\$ 1,256,715	80%	\$ 1,256,715	100%
8	828C May Street	Camille Lightner Student Cent.	SWR	\$ 2,482,875	\$ 2,438,802	80%	\$ 2,482,875	100%
	1813C Garland Ave.	Sid Eidman Hall Adjunct	Brick	\$ 401,472	\$ 350,000	80%	\$ 401,472	100%
13	2107-2117 Garland Ave.	Riverside II/Building Trades	Brick	\$ 916,678	\$ 855,100	80%	\$ 916,678	100%
16	1811-1813 Garland Ave.	Music	Brick	\$ 563,470	\$ 485,860	80%	\$ 563,470	100%
30	129 Ringgold Rd.	Cavalry Hall/Campus Police	Brick	\$ 1,335,610	\$ 1,170,720	80%	\$ 1,335,610	100%
33	2001 Gorgas Drive	Marion Hedrick Smith Amphitheater	WR	\$ 300,000	\$ 300,000	80%	\$ 300,000	100%
39	Gorgas Dr.	Regiment house (Office)	Brick	\$ 211,722	\$ 189,000	80%	\$ 211,722	100%
42	1929 Garland Ave.	Thermal Energy	HC	\$ 3,707,467	\$ 3,700,000	80%	\$ 3,707,467	100%
43	1900C Ringle St.	Physical Plant (R-1)	Brick	\$ 1,743,059	\$ 1,445,000	80%	\$ 1,743,059	100%
45	Gorgas Dr.	Art Annex	Brick	\$ 217,061	\$ 194,400	80%	\$ 217,061	100%
58	2100 Gorgas Drive	Book Store	Brick	\$ 1,871,614	\$ 1,800,000	80%	\$ 1,871,614	100%
M-1 & M-2	1901-1909 Garland Ave.	Vocational Trade Shops (M-1 & M-2)	SWR	\$ 1,590,213	\$ 1,583,280	80%	\$ 1,590,213	100%
M-0	3R 41 Ringgold Rd.	Vocational Trade Shops (M-0)	Brick	\$ 883,536	\$ 771,000	80%	\$ 883,536	100%
Young House (44)	1850 Ridgely Rd	Newman Center	Brick	\$ 797,684	\$ 638,150	80%	\$ 797,684	100%
Jacob Brown Auditorium	500 E. St. Charles	Young House (Office)	Brick	\$ 858,728	\$ 850,000	80%	\$ 858,728	100%
	510 Int'l Blvd	Club Meeting Room (Stokley)	Brick	\$ 375,147	\$ 340,000	80%	\$ 375,147	100%
	510C Int'l Blvd	Dressing Room & Fixture Storage	Brick	\$ 565,573	\$ 525,000	80%	\$ 565,573	100%
	600C Int'l Blvd	Club Meeting Room, Stillman Town Hall	Brick	\$ 448,994	\$ 391,000	80%	\$ 448,994	100%
	610 Int'l Blvd	Club Meeting Room, Robert E. Lee Youth	Brick	\$ 634,658	\$ 595,000	80%	\$ 634,658	100%
Golf Course	300 River Levee Dr.	Pro Shop & Locker Room	Brick	\$ 403,612	\$ 400,000	80%	\$ 403,612	100%
	301 Mexico Blvd. 2R	UT Brownsville Vacant (Payless out building)	Brick	\$ 254,364	\$ 255,000	80%	\$ 255,000	100%
	301 Mexico Blvd. 3R	Auto Body Shop (JCPennney out-building)	Brick	\$ 1,073,623	\$ 1,000,000	80%	\$ 1,073,623	100%
Cueto Bldg.	1301 E. Madison St.	Cueto Building-historical bldg	Brick	\$ 949,916	\$ 880,000	80%	\$ 949,916	100%
Port Mansfield	626-630 Laguna	Duplex Housing (Office)	Brick	\$ 329,731	\$ 263,800	80%	\$ 329,731	100%
		Bachelors Quarter (Office)	Brick	\$ 150,936	\$ 135,760	80%	\$ 150,936	100%
		Administration/Shop	Brick	\$ 145,724	\$ 117,000	80%	\$ 145,724	100%
		Detached Garage (Classrooms)	Brick	\$ 69,607	\$ 56,000	80%	\$ 69,607	100%
		Storage Building	Brick	\$ 18,056	\$ 16,394	80%	\$ 18,056	100%
		Storage Building	Brick	\$ 13,344	\$ 12,000	80%	\$ 13,344	100%
		Storage Building	Brick	\$ 5,648	\$ 5,688	80%	\$ 5,688	100%
Raymondville	100 N. Rte. 77	Previously Wal-Mart store	Brick	\$ 1,808,809	\$ 1,448,000	80%	\$ 1,808,809	100%

Total of Limits \$ 26,742,869

Difference in limits \$ 2,119,513

Total of Limits \$ 28,862,382

Difference in limits \$ 2,119,513

## DEVIATION FROM SPECIFICATIONS GENERAL INFORMATION

Our agency has experience with education systems not reflected on these pages. T. R. (Bob) Jones served a term on the Board of Trustees of the Harlingen School District about 40 years ago. More recently, he served on the Board of Trustees for Rice University from 1990 to 1994.

I served on the Board of Trustees of the Harlingen Consolidated Independent School District from 1985 to 1994. During that time, I served as secretary from 1986 to 1988 and as President from 1988 to 1989. The Board of Trustees of the Harlingen Consolidated School District was selected as the Outstanding School Board of Texas for 1993.

Our agency was providing the insurance for the Harlingen School District prior to the times that Bob and I were elected to the Board. We obviously stopped providing the insurance to avoid any real or perceived conflict of interest. We stopped providing the insurance to the City of Harlingen when the Texas Municipal League (TML) started providing the insurance for most of the municipalities in Texas

In addition, I hold the professional designations of Certified Insurance Counselor (CIC) and Chartered Property Casualty Underwriter (CPCU). The CPCU designation for insurance agents is similar to a CPA designation for accountants. I am fairly certain that I am one of only two insurance agents holding the CPCU designation in the Rio Grande Valley and confident that I am the only insurance agent in the Rio Grande Valley with a PhD (other than my wife who serves as Vice President of the agency, but is not active in the agency). I am also licensed as a risk manager.

T. R. (Bob) Jones wrote the first policy issued by the Texas Catastrophe Property Insurance Association (TCPIA policy number 00001 effective June 4, 1971) through this agency. As TCPIA was the predecessor of TWIA, no other agency has experience with TWIA as long as this agency. R. N. Jones Agency, Inc. is a family agency that has been providing superior insurance service since 1933. The personnel from the agency can be available at any time to answer questions, request endorsements, or offer loss control services.

Other agency experience include the following

### **Texas Southmost College District**

Years Insured      2008 to 2009  
Policy Types        Windstorm

### **City of Harlingen, Valley International Airport**

Years Insured      2001 through Present (except 2006 to 2007)  
Policy Types        Flood

**City of Harlingen**

Years Insured 1972 to 1990

Policy Types Property (including windstorm and hail), General Liability, Crime, Inland Marine, Auto, Umbrella, Bonds, Professional Liability, Flood (1991 to 2002), Airport Liability, Boiler & Machinery and Workers Compensation

**City of Harlingen Waterworks**

Years Insured 1976 to 1986

Policy Types General Liability, Auto, Inland Marine, and Workers Compensation

**Harlingen Consolidated Independent School District**

Years Insured 1974 to 1983

Policy Types General Liability, Bonds, Auto and Inland Marine .Prior to 1974, property insurance was written for the school district as we insured the property for the school district as the time of Hurricane Beulah in 1967.

**Town of Palm Valley**

Years Insured 1981 to 1994

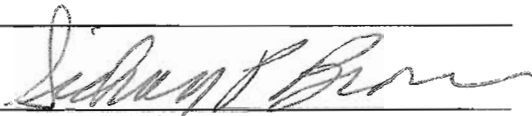
Policy Types General Liability, Auto, Workers' Compensation, Umbrella, Inland Marine, Bonds and Professional Liability

**PROPOSAL VARIATION STATEMENT**

I certify that all specified coverage and services will be provided except as indicated below. If needed, please add a separate sheet(s) to explain reasons why your proposal differs from criteria outlined in the specifications.

\_\_\_\_\_  
Please see the attached Proposal Variation Statement (Continued) Pages 12a & 12b  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
R. N. Jones Agency, Inc.  
Company Name  
\_\_\_\_\_  
510 E. Harrison Avenue (78550)  
Address  
P. O. Box 532267, Harlingen TX 78553-2267  
\_\_\_\_\_  
956/423-1147  
Agent's Telephone

  
\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Sidney P. Brown PhD, CPCU, CIC, President  
Type Signatory's Name & Title  
\_\_\_\_\_  
2/16/2009  
Date  
\_\_\_\_\_  
956/423-3906  
Agent's Facsimile

## PROPOSAL VARIATION STATEMENT (CONTINUED)

The Texas Windstorm Insurance Association (TWIA) has no agents. No insurance agent has the authority to make any commitments for TWIA concerning many situations including future rates, the length of time a proposal is valid or even issue a binder. **If TWIA changes the rate prior to 5/1/2009, the policy will be issued with those new rates.** As a result, all of the variations involving TWIA are applicable to any agent.

For additional information concerning the reasons for some of these variations, please see Section E. Deviation from Specification.

## GENERAL REQUIREMENTS/INSTRUCTIONS

### B. Timetable

4. A binder can probably be provided by TWIA. The earliest that the binder can be available is after the renewal application is sent to TWIA with full payment of premium and the binder may be mailed to the agent at that time. The binder can then be provided to Texas Southmost College District.

5. This will be done to the extent allowed by TWIA. Many factors not under the control of the agent can affect the availability of the policy. Situations such as the unavailability of a WPI-8 can delay receipt of the policy or even exclude the availability of insurance on items.

### E. Underwriting Information.

Additional information will be required from Texas Southmost College District to obtain the policy. The renewal application requires that any additions or repairs that require certification be identified, so this information will need to be provided. There are buildings damaged by Hurricane Dolly that will need certification. Hopefully any required certifications will be available before the renewal date.

**TWIA has already announced that the 15 buildings of superior construction will be inspected by ISO prior to the renewal date. ISO changes to the construction classification of these buildings can significantly affect the renewal premium. The policy premium will be based on the new ISO construction.**

## I. General Policy Conditions

2. Payment of the full premium is due prior to the application being submitted to TWIA. Failure to provide the full premium can delay the effective date of the policy

3. The cancellation provisions are not a part of the TWIA policy and are not available.

## WINDSTORM & HAIL SUBMISSION FORM

### B. Desired Program

1. The limits of insurance on four items have been increased by \$1.00 to decrease the premium, so the Limit of insurance is \$82,811,424 as specified in the rating sheets enclosed. The replacement cost submitted to TWIA for these four items will be increased by the same \$1.00.

Also note that the amount of insurance requested on five of the buildings is slightly more than the calculated replacement cost. As the rating program for TWIA does not allow an amount of insurance to be more than the replacement cost, the requested amount of insurance was used as the replacement cost for these five buildings. TWIA has generally allowed the amount of insurance to be slightly more than the calculated replacement cost. However, the requirements of TWIA change frequently. A new replacement cost calculation may need to be submitted to TWIA to get the requested amount of insurance as inflation since the replacement costs were calculated will be more than enough to solve the difference. I have provided Proposal #4 for an amount of insurance that is equal to the calculated replacement cost for these five items. The savings from decreasing these amounts of insurance is minimal.

Proposal #5 increases the limits of insurance on several buildings as detailed in the Proposal Variation Statement.

4. The co-insurance for Proposal #5 changes the co-insurance to 100% on several buildings as detailed in the Deviation From Specifications as detailed on pages 11b and 11c.



# TEXAS SOUTHMOST COLLEGE DISTRICT

## BOARD AGENDA REQUEST FORM

<b>Department/Division:</b> Finance Office/Partnership Affairs	<b>Board Meeting Date:</b> March 26, 2009
<b>Agenda Item:</b>  Consideration and possible action on payment to UT System for participation in the Comprehensive Property Protection Plan for fire and all other perils and named windstorm and flood coverages.	
<b>Rationale/Background:</b>  On April 26, 2007, The University of Texas System (UT System), UTB and TSC reached an agreement to include TSC facilities in UT System's system-wide Comprehensive Property Protection Plan (CPPP). TSC is included in the plan through April 1, 2009. The CPPP will renew on April 1, 2009 and TSC facilities will be included in the plan as per the Partnership Agreement for a premium of \$294,801. The terms and conditions for TSC's participation in the CPPP for the plan year April 1, 2009 – April 1, 2010 are the same as in the original agreement. One of the terms includes the purchase of Texas Windstorm Insurance Association (TWIA) for all facilities.	
<b>Recommended Action:</b>  Motion to approve payment to UT System in the amount of \$294,801 for participation in the CPPP for Fire and All Other Perils and Named-windstorm and Flood coverages.	
<b>Fiscal Implications:</b>	Budgeted Item: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A    If no, explain:
<b>Attachments (List):</b>	

<b>FOR OFFICE USE ONLY:</b>
<b>Board Action:</b> Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Tabled for action on: _____
<b>Certified by:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____



# TEXAS SOUTHWEST COLLEGE DISTRICT

## BOARD AGENDA REQUEST FORM

<b>Department/Division:</b> Academic Affairs Partnership Committee	<b>Board Meeting Date:</b> March 26,2009
<b>Agenda Item:</b> Consideration and Possible action on: Approval of New Academic Program	
<b>Rationale/Background:</b> The Academic Affairs Partnership Committee (AAPC) met on March 4, 2009. Among other items, the AAPC discussed the new degree program listed below:  1) Associate of Science- Architecture  This program has been approved by the appropriate Department, School/College, and University curriculum committees. The AAPC recommended that this program be forwarded to the TSC Board for approval.	
<b>Recommended Action:</b> Motion to approve the new program as presented and direct the Vice President for Academic Affairs to forward it to the Texas Higher Education Board for approval.	
<b>Fiscal Implications:</b> Budgeted Item: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If no, explain:	
<b>Attachments (list):</b> Program Description/ Degree Plan	

<b>FOR OFFICE USE ONLY:</b>
<b>Board Action:</b> Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Tabled for action on: _____
<b>Certified by:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____





**The University of Texas at Brownsville  
and  
Texas Southmost College**

**College of Liberal Arts  
Fine Arts Department  
Architecture**

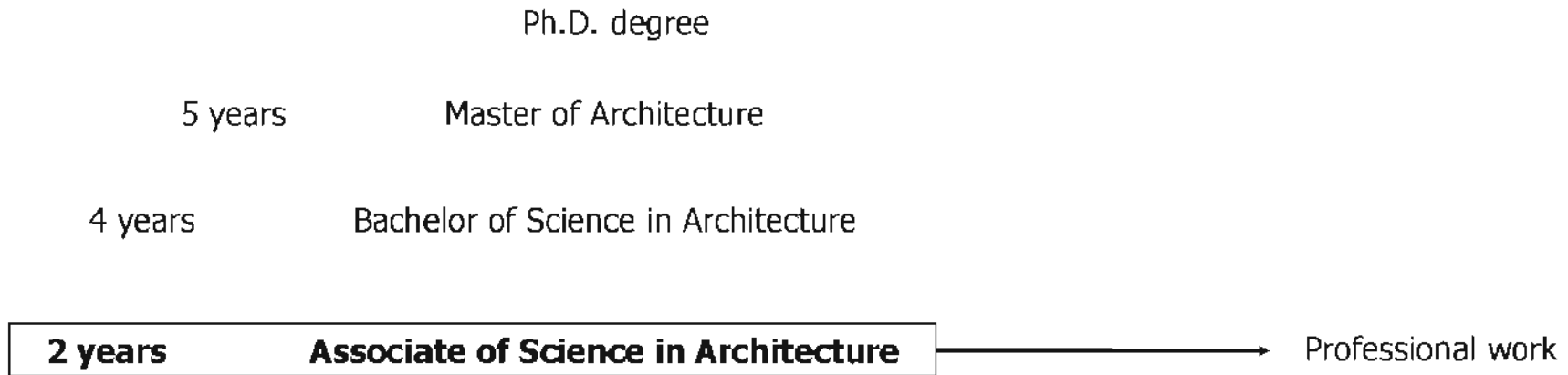
**Academic Affairs Partnership Committee**

Spring 2009

## Mission

- Provide a quality basic architectural education through the establishment of a strong and effective two-year beginning program.
  - A. Expand understanding of architectural concepts.
  - B. Provide the opportunity to implement architectural knowledge and skills.
  - C. Develop a strong base for future coursework and the profession of architecture.
  
- In this respect, the architectural program supports the UTB/TSC partnership mission in providing programs of workforce training and continuing education, public service, and cultural value.

### Goals



## Objectives

1- Teach fundamental architectural courses that include the first two years of the architectural curriculum in any accredited school of architecture in Texas and the USA.

- Lower-Division Academic Course Guide Manual (ACGM)
- Standard Architectural courses offered in the Architectural Schools
- National Architectural Accrediting Board (NAAB)
- Consult the AIA\_LRGV chapter about issues related to the new architectural program.

## Objectives

2- Create exchange programs with other architectural programs, schools, and colleges in Texas and neighboring states.

- Work with the College of Architecture at Texas Tech University to sign an exchange agreement between our department and their college.
- This agreement would facilitate a smooth and easy transfer to TTU for our students where they would complete their architectural education
- Dean Andrew Vernooy visited UTB campus on September 25<sup>th</sup>
- Received a draft copy of MOF
- December 8-9<sup>th</sup>: Visited the San Antonio College and El-Paso Community College

## Objectives

3- Capitalize upon existing resources within the UTB/TSC partnership system

- Share facilities
- Share resources

## Objectives

### 4- Collaborate with various departments at UTB/TSC

- Consult curriculum committee representatives
- Consult department chairs, and faculty member
- Identified the architectural courses that could be cross-listed with existing courses that are being taught at UTB/TSC
- Agreed to share the resources, facilities, and cost with the CAD Tech. Dept.

## Objectives

5- Establish relationships with local, regional, and national architectural institutions, such as the American Institute of Architects (AIA), and the National Architectural Accrediting Board (NAAB), as well as regional firms, developers and architects.

- September 5<sup>th</sup> : Met with the LRGV-AIA chapter representatives
- September 24-27<sup>th</sup> : Attended the annual AIA regional conference in McAllen
- October 29<sup>th</sup> : Attended the monthly AIA regional meeting in McAllen
- Member of Regional one school design committee





REVIEWED BY DEANS COUNCIL  
7 OCTOBER 2008

Course Equivalents-Tentative List

General Architecture & Pre-professional Program Texas Tech University	C	Courses Tough in UTB/TSC	Department	C
<b>ARCH 1311 Design, Environment, &amp; Society (3:0:0)</b> Introduction to architecture as an integral component of a complex world. Examination of societal and environmental contexts and appropriate design responses. Fulfills Core Goals and Behavioral Competency - individual or group. Behavioral requirement: F	3	To be Added: ARCH 1311	Architecture Fine Arts Department/ College of Liberal Arts	3
<b>Arch 1412 Architectural Design Studio I</b> Introduction to the principles and methods used at various stages of design analysis and synthesis processes. Goal development in the abstraction <i>introduction</i> , composition, of two- and three-dimensional design. Fulfills Core Visual and Performing Arts requirement: S	4	To be added: ARCH 1320	Architecture Fine Arts Department/ College of Liberal Arts	3
<b>1601: [ARCH 1403] Architectural Design Studio II</b> Prerequisite: admission to the professional program. Basic: In-depth. Introducing design skills that are core and central to architecture. Prerequisite: success as required for transformation/composition/spatial modulation: F	4	To be Added: ARCH 1403	Architecture Fine Arts Department/Col lege of Liberal Arts	4
<b>1602: [ARCH 1404] Architectural Design Studio III</b> Prerequisite: ARCH 1501. Basic-Exposure. Introduces design skills that are central to architectural practice, covering as required and analysis, integration of building elements, site and program.	6	To be Added: ARCH 1404	Architecture Fine Arts Department/Col lege of Liberal Arts	4
<b>Arch 1341 Architectural Freehand Drawing (3:0:0)</b> Basic skills and techniques in representational drawing. Subjects include the human figure, architectural interiors and exteriors, landscapes and cityscapes. Black and white media.	3	ARCH 1307 Architectural Graphics I Introducing architectural drawing techniques with an emphasis on shades, shadows and perspective drawing ARCH 2262-ARTS 1311 Two Dimensional Design Principles of design and development of design structures on two-dimensional surfaces. Lec 3, Lec 4, Cr 3. ARCH 2364-ARTS 1316 Drawing I The investigation of drawing media and techniques, including descriptive and expressive possibilities. Lec 2, Lab 4, and 3, Cr 3.	Architecture Fine Arts Department/ College of Liberal Arts	3
<b>ARCH 2211 History of World Architecture c. 3000 BC to c. 1600 AD (3:3:0)</b> Survey of the development of world architecture from the ancient era to the advent of enlightenment in Europe. Fulfills behavioral requirement. Fulfills Core Behavioral requirement.	3	ARCH 1081-ARTS 1083 Art History Survey I Art History Survey I is a survey of painting, sculpture, architecture, and minor arts from prehistoric times to the 14th century. Lec 3, Cr 3	Arts Fine Arts Department/Col lege of Liberal Arts	3
<b>ARCH 2315 [ARCH 1303] History of 18th, 19th, and 20th Century Architecture (3:3:0)</b> Prerequisite: ARCH 2211. Survey of the development of World Architecture from the Enlightenment in Europe to the present.	3	ARCH 1302-ARTS 1304 Art History Survey II Art History Survey II is a survey of painting, sculpture, architecture, and minor arts from the 14th century to the present. Lec 3, Cr 3. Prerequisite: ARTS 1303	Arts Fine Arts Department/Col lege of Liberal Arts	3
<b>ARCH 2331 Architectural Construction I (3:0:0)</b> Corequisite or co-req in ARCH 2531. Introduction to construction systems, methods, and materials with emphasis on the wall section. Introduction to issues of sustainability and energy performance.	3	To be Added: ARCH 2332 Architectural Technology I This course provides an introduction to construction materials and methods, and their application with an emphasis on concrete and masonry construction. Lec 3, Cr 3.	Architecture Fine Arts Department/Col lege of Liberal Arts	3

20

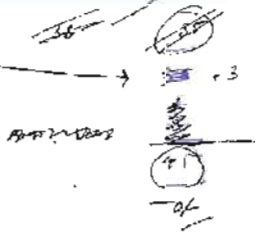
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29

Course Equivalents-Tentative List

General Architecture & Pre-professional Program Texas Tech University	C	Courses Tough in UTB/TSC	Department	C
<b>2246 Architectural Environmental Systems (3:2:0)</b> Introduction to thermal energy, day lighting, analysis of mechanical, electrical, and plumbing systems, and acoustical design.	3	To be Added: ARCH 2313 Architectural Technology II Introduction to the basic mechanical, plumbing and electrical components in construction from a systems approach and their relationship to the overall construction of a building. Lec 3, Cr 3	Architecture Fine Arts Department/Col lege of Liberal Arts	3
<b>1363 Digital Media I (3:2:2)</b> Prerequisite: AutoCAD. An introduction to the use of the computer as a design drawing tool with an emphasis on conceptual knowledge and computing skills for design communication.	3	ARCH 1316 1408-DFTO 1405 Basic CAD An introduction to basic computer-aided drafting. Emphasis is placed on drawing setup, creating and modifying geometry, starting and refining predefined shapes, placing, rotating, and scaling objects, adding text and dimensions, using layers and coordinate systems, input and output devices. Lec 3, Lab 3, Cr 4. Prerequisite: Math Asset-30, Reading Asset-23, Writing Asset-100, or equivalent. Corequisite: DFTO 1405. DFTO 1405 and departmental approval.	University Industrial Technology Department/ College of Science, Math, and Technology	3
<b>2253 3-D Computer Design/Rendering (3:2:2)</b> An introduction to the use of the computer as a design drawing tool with an emphasis on conceptual knowledge and computing skills for design communication.	3	ARCH 2363 ARTV 1441 3-D Rendering I Three-dimensional (3D) modeling and rendering techniques including lighting, staging, camera, and special effects while emphasizing 3-D modeling (coloring, plating and using perspective to create simple and complex objects. Lec 3, Lab 3, Cr 4. Prerequisite: ARCH 1437	Computer Sciences/CIS Department/ College of Science, Math, and Technology	3
<b>Total Credit Hours</b>	<b>35</b>			<b>35</b>

NEED 2ND 2342 ARCH DESIGN DRAWING



**ARCH 1301 Architectural History I**

**ARCH 1302 Architectural History II**

Study of the history of architecture from the ancient civilizations to the present. Emphasis on the relationship of culture, geography, climate, natural resources, and materials to the methods of construction.

Approval Number.....	04.0901.S1 02
CIP Area.....	Multi/Interdisciplinary Studies
maximum SCH per student.....	6
maximum SCH per course.....	3
maximum contact hours per course.....	48

**ARCH 1303 Architectural Design I (3 SCH version)**

**ARCH 1403 Architectural Design I (4 SCH version)**

**ARCH 1304 Architectural Design II (3 SCH version)**

**ARCH 1404 Architectural Design II (4 SCH version)**

Introduction to architectural concepts. The visual characteristics of two- and three-dimensional forms and spaces.

Approval Number.....	04.0201.S4 02
CIP Area.....	Architecture & Environmental Design
maximum SCH per student.....	8
maximum SCH per course.....	4
maximum contact hours per course.....	144

**ARCH 1205 Architectural Aesthetics (2 SCH version)**

**ARCH 1305 Architectural Aesthetics (3 SCH version)**

Architecture as a contemporary philosophical concept. Visual experiences in the aesthetics of architecture.

Approval Number.....	04.0201.S2 02
CIP Area.....	Architecture & Environmental Design
maximum SCH per student.....	3
maximum SCH per course.....	3
maximum contact hours per course.....	48

**ARCH 1307 Architectural Graphics I (3 SCH version)**

**ARCH 1407 Architectural Graphics I (4 SCH version)**

**ARCH 1308 Architectural Graphics II (3 SCH version)**

**ARCH 1408 Architectural Graphics II (4 SCH version)**

Architectural drafting techniques including orthographic and axonometric studies. Principles of shades and shadows, and perspective drawing.

Approval Number.....	15.1303.S3 11
CIP Area.....	Architectural Drafting & Architectural CAD/CADD
maximum SCH per student.....	8
maximum SCH per course.....	4
maximum contact hours per course.....	96

**ARCH 1201 Introduction to Architecture (2 SCH version)**

**ARCH 1311 Introduction to Architecture (3 SCH version)**

An introduction to the elements of the architectural profession.

Approval Number.....	04.0201.S9 02
CIP Area.....	Architecture & Environmental Design
maximum SCH per student.....	3
maximum SCH per course.....	3
maximum contact hours per course.....	48

**ARCH 1315 Architectural Computer Graphics**

Introduction to computer graphics systems with emphasis on architectural applications.

Approval Number.....	15.1303.S2 11
CIP Area.....	Architectural Drafting & Architectural CAD/CADD
maximum SCH per student.....	3
maximum SCH per course.....	3
maximum contact hours per course.....	96

**ARCH 2201 Architectural Freehand Drawing I (2 SCH version)**

**ARCH 2301 Architectural Freehand Drawing I (3 SCH version)**

**ARCH 2202 Architectural Freehand Drawing II (2 SCH version)**

**ARCH 2302 Architectural Freehand Drawing II (3 SCH version)**

**ARCH 2203 Architectural Freehand Drawing III (2 SCH version)**

Representational drawing using various media. Emphasis on principles of light, shade, scale, proportion, line, and tonal quality.

Approval Number.....	15.1303.S1 11
CIP Area.....	Architectural Drafting & Architectural CAD/CADD
maximum SCH per student.....	8
maximum SCH per course.....	3
maximum contact hours per course.....	96

**ARCH 2312 Architectural Technology I**

**ARCH 2313 Architectural Technology II**

Introduction to the properties, specifications, and application of materials related to architectural structures. Emphasis on the methods of construction and the effect of design.

Approval Number.....	15.0101.S1 11
CIP Area.....	Engineering Related Technologies
maximum SCH per student.....	6
maximum SCH per course.....	3
maximum contact hours per course.....	

**New Program**

**Associate of Science in Architecture**



Mission    Goals    Objectives    **Process**    Implication    Justification

Course Equivalents-Tentative List-Revised Copy

General Architecture & Pre-professional Program Texas Tech University	C	Architectural program in UTB/TSC	Department	C
		<i>Major</i>		
ARCH 1311 Design, Environment, & Society	3	To be Added: ARCH 1311	Architecture Fine Arts Liberal Arts	3
Arch 1412 Architectural Design Studio I	4	To be Added: ARCH 1403	Architecture Fine Arts Liberal Arts	4
ARCH 2501 Architectural Design Studio II	5	To be Added: ARCH 1404	Architecture Fine Arts Department/ College of Liberal Arts	4
ARCH 1341. Architectural Freehand Drawing	3	ARCH 2301- ARTS 1316 Drawing I	Architecture/Art Fine Arts Liberal Arts	3
2342. Architectural Design Drawing	3	To be added: ARCH 2302 Freehand Drawing II	Architecture Fine Arts Liberal Arts	3
ARCH 2311 History of World Architecture c. 3000 BC to c. 1600 AD (3:3:0).	3	ARCH 1301- ARTS 1303 Art History Survey I	Architecture/Art Fine Arts Liberal Arts	3
ARCH 2315. [ARCH 1302] History of 18th, 19th, and 20th Century Architecture	3	ARCH 1302- ARTS 1304 Art History Survey II	Architecture/Art Fine Arts Liberal Arts	3
ARCH 2351 Architectural Construction I	3	To be Added: ARCH 2312 Architectural Technology I	Architecture Fine Arts Liberal Arts	3
2355. Architectural Environmental Systems	3	To be Added: ARCH 2313 Architectural Technology II	Architecture Fine Arts Liberal Arts	3
1353. Digital Media I	3	ARCH 1315-1409-DFTG 1409 Basic CAD	Drafting Industrial Technology	4
<b>Total Credit Hours</b>	<b>33</b>			<b>33</b>

4+1

4-1

DEGREE PLAN  
 ASSOCIATE of SCIENCE In ARCHITECTURE

COMMUNICATION REQUIREMENT -9 hours		
Course #	Course Title	HRS
ENGL 1301	Composition I	3
ENGL 1302	Composition II	3
SPCH 1315 or SPCH 1318	Applied Communication	3
MATH and SCIENCE REQUIREMENT-8 hours		
Course #	Course Title	HRS
MATH 2412	Pre-Calculus	4
PHYS 1301	General Physics I	3
PHYS 1101	General Physics I Lab	1
SOCIAL SCIENCE REQUIREMENT- 12 hours		
Course #	Course Title	HRS
HIST 1301	United States to 1877	3
HIST 1302	United states since 1877	3
GOVT 2301	American and Texas Government	3
GOVT 2302	American Government and Policy	3
VISUAL and PERFORMING ARTS REQUIREMENT -3 hours		
Course #	Course Title	HRS
ARCH 1301-ARTS 1303	Arts History Survey I/History of Architecture I	3
SOCIAL and BEHAVIORAL SCIENCES- 3 hours		
Course #	Course Title	HRS
SOCI 1301	Introduction to Sociology	3
ARCHITECTURE MAJOR REQUIREMENT-30		
Course #	Course Title	HRS
ARCH 1302-ARTS 1304	History of Architecture II	3
ARCH 1311	Architecture & Society	3
ARCH 1415	Architectural Computer Graphics-Basic CAD	4
ARCH 1403	Architecture Design Studio I	4
ARCH 1404	Architecture Design Studio II	4
ARCH 2301-ARTS 1316	Architectural Freehand Drawing I	3
ARCH 2302	Architectural Freehand Drawing II	3
ARCH 2312	Architectural Technology I	3
ARCH 2313	Architectural Technology II	3
<b>Total Hours for Core Curriculum</b>		<b>35</b>
<b>Total Hours for Major Architectural Courses</b>		<b>30</b>
<b>Total Hours</b>		<b>65</b>





The University of Texas At Brownsville and Texas Southmost College  
College of Liberal Arts  
Fine Arts Department  
Architecture

Associate of Science in Architecture

Tentative Program Schedule

First Year			Second Year		
FALL			FALL		
ARCH 1311	Architecture & Society	3	ARCH 1301	Architecture History I	3
ARCH 2301	Freehand Drawing I	3	ARCH 1403	Architectural Design Studio I	4
MATH 2412	Pre-Calculus	4	ARCH 2312	Architectural Technology I	3
HIST 1301	United States to 1877	3	ARCH 1315	Architectural Computer Graphics	4
ENGL 1301	Composition I	3			14
		16			13
SPRING			SPRING		
ARCH 2302	Freehand Drawing II	3	ARCH 1302	Architecture History II	3
PHYS 1301	General Physics I	4	ARCH 1404	Architectural Design Studio II	4
ENGL 1302	Composition II	3	ARCH 2313	Architectural Technology II	3
HIST 1302	United States since 1877	3	SOCI 1301	Introduction to Sociology	3
SPCH 1315	Applied communication	3			
		16			
SUMMER			SUMMER		
Summer I			Summer II		
GOVT 2301	American and Texas Government	3	GOVT 2302	American Government and Policy	3
		3			3

Total Hours: 65



BACHELOR OF SCIENCE IN ARCHITECTURE, College of Architecture – 2007-2008

First Year FALL: *SEEING SPRING: FOUNDATION*

ARCH 1311 Design Environment & Society	ARCH 1412 Studio I
ARCH 1341 Arch. Delineation I	ARCH 1353 Digital Media I
Core Curriculum See below	Core Curriculum See below
Core Curriculum See below	Core Curriculum See below
Core Curriculum See below	Core Curriculum See below
15	16

Summer SESSION I

SESSION II

Core Curriculum See below (Nat'l or Phys)	Core Curriculum See below (Nat'l or Phys)
Core Curriculum See below	Core Curriculum See below
7	7

Second Year FALL: *BASIC-INTERNAL SPRING: BASIC-EXTERNAL*

ARCH 2501 Studio II	ARCH 2502 Studio III
ARCH 2311 Hist. of World Arch.	ARCH 2315 Hist. 18/19/20 Cent. Arch.
ARCH 2351 Arch. Construction I	ARCH 2342 Arch. Delineation II
Core Curriculum See below	ARCH 2355 Environmental Systems
+Diversity Elective (3 hrs)	Elective (3 hrs)
17	17

Third Year FALL: *BUILDING ENCLOSURE SPRING: BUILDING SYSTEMS*

ARCH 3501 Studio IV	ARCH 3502 Studio V
ARCH 3341 Digital Media II	ARCH 3314 Arch. Hist. & Contemporary Issues
ARCH 3350 Arch. Construction II	ARCH 3352 Building Information
ARCH 3373 Environ. Analysis/Site Planning	ARCH 3355 Construction III
Elective (3 hrs)	ARCH elective
17	17

Summer *URBANISM*

++ARCH 4601 Architectural Design Studio VI
6

Fourth Year FALL: *COLLABORATION*

++ARCH 4602 Collaboration Studio VI
ARCH 4341 Media Elective
ARCH 4354 Integrative Systems
ARCH 4363 Architectural Theory
Elective (3 hrs)

Total hours: 131

# New Program

# Associate of Science in Architecture



Mission    Goal    Objectives    Process    **Implications**    Justification



The University of Texas At Brownsville and Texas Southmost College  
College of Liberal Arts  
Fine Arts Department  
Architecture

Associate of Science in Architecture

Tentative Program Schedule



The University of Texas at Austin

The Bachelor of Science in Architectural Studies degree plan

**First Year**

FALL			SPRING		
ARCH 1311	Architecture & Society	3	ARCH 2302	Freehand Drawing II	3
ARCH 2301	Freehand Drawing I	3	PHYS 1301	General Physics I	4
MATH 2412	Pre-Calculus	4	ENGL 1302	Composition II	3
HIST 1301	United States to 1877	3	HIST 1302	United States since 1877	3
ENGL 1301	Composition I	3	SPCH 1315	Applied communication	3
		<b>16</b>			<b>16</b>

**Summer**

Summer I			Summer II		
GOVT 2301	American and Texas Government	3	GOVT 2302	American Government and Policy	3
		<b>3</b>			<b>3</b>

**Second Year**

FALL			SPRING		
ARCH 1301	Architecture History I	3	ARCH 1302	Architecture History II	3
ARCH 1403	Architectural Design Studio I	4	ARCH 1404	Architectural Design Studio II	4
ARCH 2312	Architectural Technology I	3	ARCH 2313	Architectural Technology II	3
ARCH 1315	Architectural Computer Graphics	4	SOCI 1301	Introduction to Sociology	3
		<b>14</b>			<b>13</b>

Total Hours: 65

**first year**

FALL		[16]	SPRING		[16]
ARC 310K	Design 1	3	ARC 310L	Design 2	3
ARC 311K	Visual Communications 1	3	ARC 311L	Visual Communications 2	3
ARC 308	Architecture and Society	3	ARC 318K	History of Architecture 1	3
RHE 306	Rhetoric and Composition	3	PHY 302K	General Physics 1	3
M 408C	Calculus 1	4	PHY 102M	Physics Laboratory 1	1
			<b>First-Year Signature Course</b>		<b>3</b>

**second year**

FALL		[16]	SPRING		[15]
ARC 320K	Design 3	3	ARC 320L	Design 4	5
ARC 221K	Visual Communications 3	2	ARC 368R	Topics in the History of Arch	3
ARC 318L	History of Architecture 2	3	ARC 415L	Construction 2	4
ARC 415K	Construction 1	4	ARC 333	Site Design	3
PHY 302L	General Physics	3			
PHY 102N	Physics Laboratory	1			

**third year**

FALL		[18]	SPRING		[15]
ARC 320M	Design 5	5	ARC 350R	Topics in Design Theory	3
ARI 324K	Environmental Controls 1	3	Elective		3
ARC 435K	Construction 3	4	Elective		3
E 316K	Masterworks of Literature	3	Elective		3
HIS 315K	American History	3	Elective		3

**fourth year**

FALL		[15]	SPRING		[14]
GOV 310L	American Government	3	GOV 312L	American Government	3
Natural Science	Elective	3	Upper Division Humanities	Elective	3
Philosophy	Elective	3	Elective		3
Social Science	Elective	3	Elective		3
HIS 315L	American History	3	Elective		2

Requires 125 credit hours.

Electives allowed from Fine Arts, Business, Engineering, Communication, Liberal Arts, or architecture theory. 2008-2010 undergraduate catalog

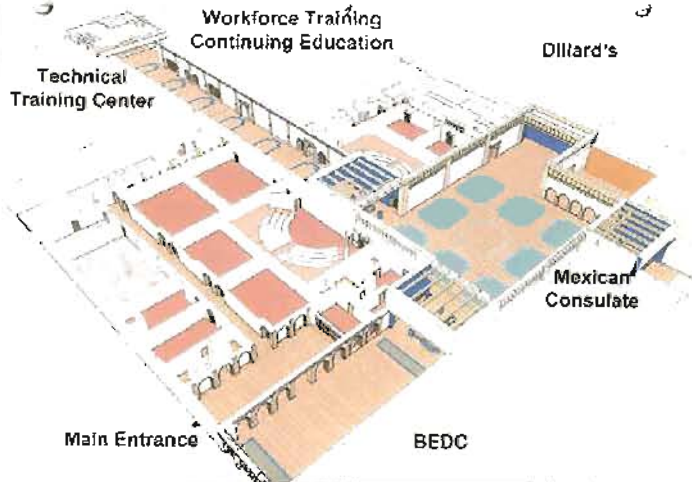
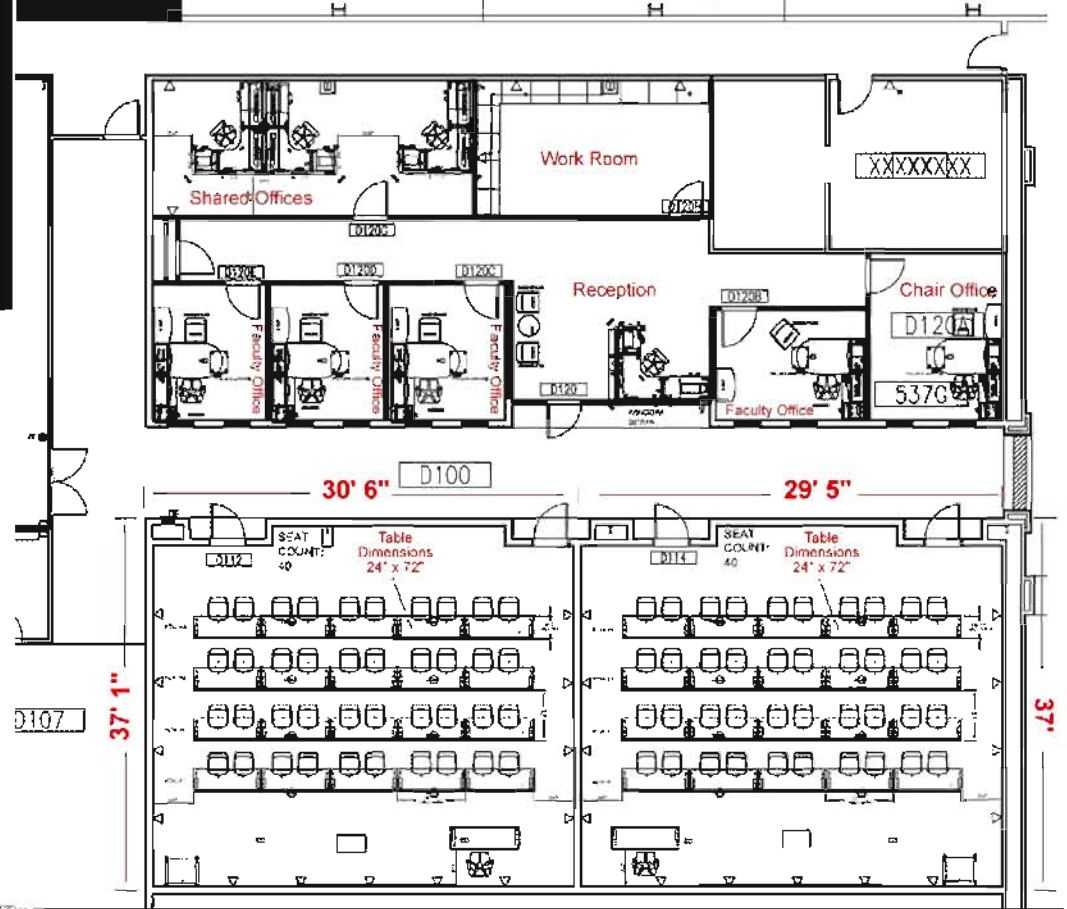


New Program

Associate of Science in Architecture



### Architectural Studies Space



ITECC  
INTERNATIONAL TECHNOLOGY EDUCATION & COMMERCE CAMPUS

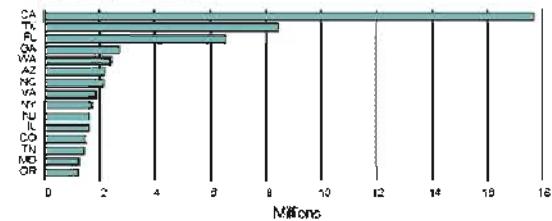




**EDUCATIONAL NEED**

1. Between 1995 and 2025, the state of Texas will experience the second largest increase in population. (Figure 1) (1)

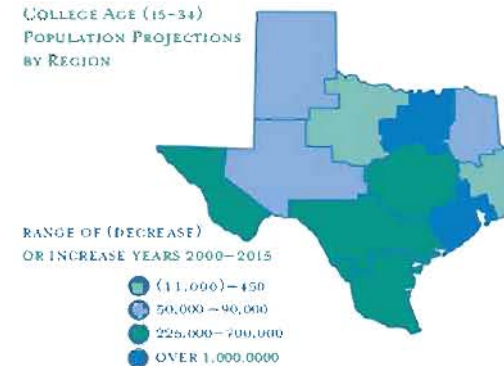
Figure 1.  
Most of the Increase is in the South and West  
States with the largest projected net increase in population: 1995 to 2025



Source: U.S. Bureau of the Census, Population Division, PPL-47

2. Between 2000 and 2015 the projected increase of college Age population (15-34) range between 225,000-700,000 in the Southern-Eastern part of the State of Texas. (Figure 2) (2)

Figure 2.



Sources: (1) U.S. Census Bureau’s website: <http://www.census.gov/population/www/projections/stproj.html>2008  
(2) THECB’s website: <http://www.thecb.state.tx.us/reports/PDF/0379.PDF>

**EDUCATIONAL NEED**

According to THECB

1. By 2015, the goal is to close the gaps in participation rate in higher education across Texas by adding 500,000 more students. (2)
2. Reaching this goal requires increasing participation from every population group, but especially Hispanics and Blacks
3. By 2015, the goal is to increase the number of students completing bachelors and associate degrees by approximately 50%. (from 57,000 to 104,000 for bachelors, and from 23,000 to 34,000 for associate degrees) (2)
4. To achieve this goal, it is important to increase the number of graduate from minority groups (Hispanic and Black).

**Creating this unique and high quality program in the LRGV, would support the efforts of achieving the goals listed above and provide an opportunity for UTB/TSC to become a leader in architectural education in the southern part of Texas.**

Sources: (1) U.S. Census Bureau's website: <http://www.census.gov/population/www/projections/stproj.html>2008  
(2) THECB's website: <http://www.thecb.state.tx.us/reports/PDF/0379.PDF>

**EMPLOYMENT OUTLOOK**

1. According to the U.S. Bureau of Labor Statistics, employment of architects is expected to grow by 18 percent between 2006 and 2016. (1)
2. In 2006, approximately 7 out of 10 jobs were in the architectural, engineering ,and related services industry. (1)
3. About 1 in 5 architects are self-employed—more than 2 times the proportion for all occupations. (1)
4. According to the 2000 census, in the United states the architecture occupation is typically male-dominated, and only 15,6% person employed are non-white.
5. Therefore this Occupation represent a non traditional employment opportunity for women and minority groups in the nation.

Sources:    (1) U.S. Department of Labor, 2008  
              (2) [http://www.aia.org/aiarchitect/thisweek08/0926/0926b\\_compsurvey.cfm](http://www.aia.org/aiarchitect/thisweek08/0926/0926b_compsurvey.cfm)

**EMPLOYMENT OUTLOOK**

1. New AIA Survey Indicates Strong Gains in Compensation. (2)
2. Compensation gains approaching 30 percent over the past six-year period comparing to overall gains among private sector of 19 percent during the same period. (2)
3. Compensation for architecture positions increased by nearly 6 percent annually between 2005 and 2008. (2)
4. The growth in nonresidential construction activity has increased the need for architecture staff at firms. (2)

Sources: (1) U.S. Department of Labor, 2008  
(2) [http://www.aia.org/aiarchitect/thisweek08/0926/0926b\\_compsurvey.cfm](http://www.aia.org/aiarchitect/thisweek08/0926/0926b_compsurvey.cfm)

**EMPLOYMENT OUTLOOK**

Table 1- Architects

<b>Indicator</b>	LRGV	Texas	National
Regional Employment 2004:	88	9,599	128,805
Projected Regional Employment 2014:	119	12,018	151,124
Absolute Change 2004 - 2014:	31	2,419	22,319
Percent Change 2004 - 2014:	35.20%	25.20%	17.3%
Average Hourly Wage 2006:	\$28.31	\$32.89	\$33.54
Average Openings per year due to Replacement:	0	32	433
Average Openings per year due to Growth:	3	241	2,231

Sources: <http://socrates.cdr.state.tx.us>  
<http://www.texasindustryprofiles.com>

**Community Reaction**

“When may we announce the new architecture program at UTB? I would like all our members and friends to know that we are pioneering a fabulous local opportunity for our youth.”

**Carmen Pérez García,**  
Executive Director  
LRGV-AIA  
1300 N 10th Street, Suite 230  
McAllen, TX 78501

“I believe that the presence of a school of Architecture in the Rio Grande Valley will not only provide opportunities for the development of new architects from among the local population, but will elevate the level of practice of established architects.”

**Michael D. Hovar, AIA**  
AMTECH BUILDING SCIENCES, INC.  
2708 N. 10th St., Suite C, PMB 371  
McAllen, TX 78501-4091

“Thank You for sharing the new Architecture Program at UTB with our organization. I know of a few young professionals, including myself, that will would love to be a part of this program.”

**Erick Diaz**  
Diseño, Inc.  
ARCHITECTURE, PLANNING, & DEVELOPMENT  
101 S. Cage Blvd. Pharr, TX 78577