


**URBAN COUNTY PROGRAM**  
Hidalgo County Commissioners' Court  
Agenda Request Form

No. \_\_\_\_\_

Date: 03/04/2007  
Deadline for Action: 03/13/2007  
Department: Urban County Program

Meeting Date Request: 02/13/2007  
Contact Person: Ms. Diana R. Serna  
Phone: (956) 787-8127 Fax: (956) 787-5291

Ms. Diana R. Serna, Urban County Program Director 

**Caption:**

**Approval of Contract Closeout Documents for the 2004 Colonia Construction Contract No. 724065**

**Background:**

UCP is requesting approval to close out the 2004 ORCA Colonia Construction Project Contract # 724065. The contracts with S & G Paving Company for Casa de los Vecinos located in Pct. # 3 and the 5125 Company for Jackson New World located in Pct. # 4 for sewer improvements (including sewer yard line connections and septic tanks remediation) have been completed. The closeout documents consists of the followings: Project Completion Report, Certificate of Completion, MBE Report, Real Property Acquisition Report, Certificate of Construction Completion, Final Wage Compliance, Disclosure Report, Contract Completion Survey, Final Public Hearing and Fair Housing Activity Report.

Attached please find a copy of the Project Completion Report and the Certificate of Completion for your review.

**Please initial for approval:**

Legal Counsel _____	Budget _____	Human Resources _____
Dept./Fund No. _____	Amt. Expended: \$ _____	Funds/Staffing Budgeted: Yes: _____ No: _____
Account Code: _____	Impact on Future Budget: Yes: _____ No: _____	

**Comments:**

**Action taken by Commissioner's Court:**

Approved \_\_\_\_\_ Tabled \_\_\_\_\_ Denied \_\_\_\_\_ Motion made by \_\_\_\_\_ Seconded \_\_\_\_\_ Vote \_\_\_\_\_

# Attachment 8-A Project Completion Report

Contractor Name: Hidalgo County

Contract No. 724065

Start Date of Contract: 12-09-04

End Date of Contract: 12-08-06

## FINAL PROGRESS REPORT

Financial Status	TCDP Funds			Other Funds
	Current Budget	Drawn To-Date	Balance	Expenditures To-Date
1b. Sewer Facilities	388,690.00	324,195.55	64,494.45	183,050.00
17b. Rehab of Private Prop.	111,310.00	111,310.00	-0-	-0-
30. Engineering	-0-	-0-	-0-	37,645.00
32. General Administration	-0-	-0-	-0-	32,841.91
<b>Total</b>	<b>500,000.00</b>	<b>435,505.55</b>	<b>64,494.45</b>	<b>\$253,536.91</b>

### Actual Accomplishments:

1b & 17b.-Sewer Facilities and Rehabilitation of Private Property (sewer service). Provided first time public sewer service lines, sewer (yard lines) service connections and related appurtenances to Colonias Casa de los Vecinos and Jackson New World. A lift station was included at Casa de los Vecinos.

#### Casa de los Vecinos:

1. 7,930 l.f. of 8" ss pipe ( 6-12) and associated appurtenances
2. 24 manholes, 50 l.f. extra depth m/h, and 96 8"x 4" WYE's
3. 7,930 l.f. of trench protection
4. 1 tie to existing extra m/h
5. 2,600 l.f. patch pavement (700 l.f. at \$8.00 & 19 l.f. at #18.00)
6. 1700 l.f. of 6" force main and 1 lift station
8. 8100 l.f. of 4" yard lines and 86 tie to existing sewer lines and septic tanks remediation (17b.)

#### Jackson New World:

1. 1,297 l.f. of 8" ss pipe and associated appurtenances
2. 4" PVC SS Service - 2 Long/Double - 2 Long/Single - 2 Short/Double - 5 Short/Single
3. 3 - 4" Sanitary sewer manhole and 1 connection to existing S.S. manhole
4. 950 l.f. single service connection - across
5. Cut & restore pavement-56 s.y. of 8" Caliche, 45 s.y. of 1½ ACP & 18" Caliche, 6 s.y 4" concrete
6. 15 yard lines connections & septic tanks remediation (17b.)

### Beneficiaries:

Activity	Total	L/M	%L/M	Male	Female
1b. Sewer Facilities Casa de los Vecinos 17b. Rehab of Private Property (Sewer Service)	373	373	100%	193	180
1b. Sewer Facilities Jackson New World 17b. Rehab of Private Property (Sewer Service)	54	54	100%	30	24
<b>Total</b>	<b>427</b>	<b>427</b>	<b>100%</b>	<b>223</b>	<b>204</b>

### RACE/ETHNICITY BREAKDOWN for overall beneficiaries

White	Black/ African Amer	Asian	AI/AN	NH/ PI	AI/AN & White	Asian & White	Black/African Amer & White	AI/AN & Black/African Amer	Other/ Multi- Racial	A/PI	Hispanic	Total Minority
											427	427

L/M = Number of low to moderate income beneficiaries

Black/African Amer =Black/African American

AI/AN = American Indian / Alaskan Native

NH/PI Native Hawaiian / Other Pacific Islander

AI/AN & White = American Indian /Alaskan Native & White

AI /AN & Black /African Amer -= American Indian /Alaskan Native & Black /African American

A / PI = Asian / Pacific Islander

Total Minority = Total of Black, Asian, AI/AN, NH/PI & White, Asian & White, Black /African Amer & White, AI/AN & Black/African Amer, Multi-Racial, A/PI and Hispanic columns

CITIZEN COMMENT: Date of Final Public Hearing: Dec. 12, 2006 (Attach advertisement)

No Comments. Final Public Hearing, Advertisement, Roster and Minutes attached.

FAIR HOUSING ACTIVITY: SEE ATTACHMENTS OF 2004 FAIR HOUSING ACTIVITIES AS FOLLOWS:

NOTE: This activity must have been performed during the contract period. See **Chapter 12** for a listing of acceptable activities.

1. UCP Hidalgo County Proclamation -Fair Housing  
UCP Hidalgo County Proclamation-CDBG Week  
UCP Hidalgo County Proclamation-Fair Housing pictures
2. Copy of Proclamation for Fair Housing & CDBG Week for the City of Edcouch.
3. County of Hidalgo Policy of Nondiscrimination on the Basis of Handicapped Status.
4. Hidalgo County Approval of Complaint & Grievance Procedures Process and Public Notice.

#### CERTIFICATIONS

As chief elected official of the contractor jurisdiction, I certify that:

- a. The information contained in this report is accurate to the best of my knowledge;
- b. All records related to contractor activities are available for review;
- c. TCDP funds were not used to reduce the level of local financial support for housing and community development activities;
- d. No attempt to recover any capital costs of public improvements assisted in whole or in part with such funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as condition of obtaining access to such public improvements unless (a) such funds are used to pay the proportion of such fee or assessment that related to the capital costs of such public improvements that are financed from revenue sources other than such funds; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, contractor certifies that it lacks sufficient funds under this contract to comply with the requirements of clause (a); and
- e. The persons to benefit from the activities described in Exhibit A, Performance Statement, of this contract are receiving service or a benefit from the use of the new or improved facilities and activities.

Juan D. Salinas, III, Hidalgo County Judge  
Typed Name and Title of Chief Elected Official

\_\_\_\_\_  
Signature of Chief Elected Official

\_\_\_\_\_  
Date

**CERTIFICATE OF CONSTRUCTION COMPLETION**

THIS IS TO CERTIFY THAT ON 30th DAY OF November, 2006, A FINAL INSPECTION was made of the project herein described:

**CONTRACT**

DATE: April 25, 2006  
OWNER: Hidalgo County Precinct No. 3/Urban County Program

CONSTRUCTION CONTRACTOR: S & G Paving Company  
OF THE CITY OF Mission STATE OF Texas

**PROJECT DESCRIPTION**

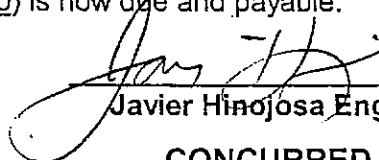
CONSTRUCTION OF Sewer Improvements for Colonia Casa De Los Vecinos  
To include yard lines & septic tank remediation

UCP CONTRACT NO.: 724065  
Located in or near the City/Precinct of: City of Alton ETJ area in Precinct No. 3

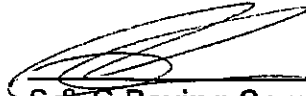
**THIS IS TO CERTIFY:**

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: None
2. That the sum of Zero Dollars (\$0.00), deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the CONTRACTOR has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.
5.

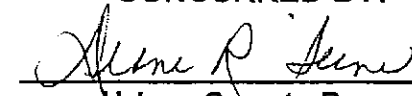
Amount of Original Contract	<u>\$533,600.00</u>
Present Amount of Contract	<u>\$533,600.00</u>
Total Amount of earned to date	<u>\$523,000.00</u>
Less: previous payments	<u>\$248,130.00</u>
Balance	<u>\$274,870.00</u>
Authorized deductions/additions	<u>\$ 0.00</u>
AMOUNT OF FINAL PAYMENT	<u>\$274,870.00</u>
6. That the final payment in the amount of Two Hundred Seventy Four Thousand Eight Hundred Seventy dollars and No cents (\$274,870.00) is now due and payable.

  
Javier Hinojosa Engineering

**CONCURRED BY:**

  
S & G Paving Company, Inc.  
BY: Eddie Salinas  
TITLE: Vice-President

**CONCURRED BY:**

  
Urban County Program  
BY: Ms. Diana R. Serna  
TITLE: UCP Director  
URBAN COUNTY PROGRAM

**CERTIFICATE OF CONSTRUCTION  
COMPLETION**

THIS IS TO CERTIFY THAT ON 23<sup>rd</sup> DAY OF October, 2006, A FINAL INSPECTION was made of the project herein described:

CONTRACT

Date: July 18, 2006  
Owner: Hidalgo County  
Construction Contractor: The 5125 Company

Of the City of Mission State Of Texas

PROJECT DESCRIPTION

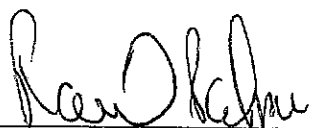
Construction Of Colonia Jackson New World  
UCP Contract No.: ORCA Colonia Construction Project #724065  
Located in or near the City/Pct. Of Pct. #4, Hidalgo Texas

**THIS IS TO CERTIFY:**

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:  
\_\_\_\_\_  
\_\_\_\_\_
2. That the sum of \_\_\_\_\_  
(\$ 0.00 ), deducted from the final payment of the contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released form all claims arising under or by virtue of said contract.
4. That the contractor has presented on behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period one year from this date, as provided in said contract.

5. Amount of Original Contract	<u>95,555.55</u>
Present Amount of Contract	<u>95,555.55</u>
Total Amount Earned To Date	<u>95,555.55</u>
Less: Previous Payments	<u>0.00</u>
Balance	<u>95,555.55</u>
Authorized Deductions	<u>0.00</u>
Amount of Final Payment	<u>95,555.55</u>

6. That the final payment in the amount of \$ Ninety Five Thousand Five Hundred Fifty Five dollars and Fifty Five cents (\$ 95,555.00 ) is now due and payable.

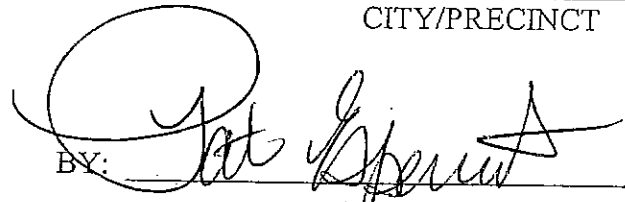
  
 \_\_\_\_\_  
 Engineer's Signature

CONCURRED BY:

CONCURRED BY:

The 5125 Company  
 CONTRACTOR'S NAME

Edinburg, Precinct #4  
 CITY/PRECINCT

BY:   
 \_\_\_\_\_  
 TITLE: President