




Hidalgo County
Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct 2
Carlos Contreras, Special Projects Coordinator Precinct 2
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director 

DATE: 11 December 2007

Subject: Change Order 1 - Las Haciendas CSJ: 2C1080412

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 18th December 2007.

Precinct 2 is requesting approval of Change Order No 2 for the above-referenced Round II Colonias Project. There is no increase or decrease on the dollar amount. The changes are the size of the RC Pipe and the Type of Manholes. An additional 15 days will be provided to the project's construction period.

The change order has been approved by the City of Pharr and I am requesting concurrence from TXDOT.

If you have any questions, please advice.

Thanks,

memo purchasing agenda itm change order 1 las haciendas

CHANGE ORDER NUMBER ONE (1)

PROJECT: LAS HACIENDAS SUBDIVISION

DATE OF ISSUANCE: November 20, 2007 EFFECTIVE DATE: November 20, 2007

OWNER: HIDALGO COUNTY PRECINCT NO. 2

OWNER's Contract No.: C-CAP-07-023-08-07

CONTRACTOR: TRC UTILITIES ENGINEER: R. Gutierrez Engineering Corporation
2100 WEST MILE 1 SOUTH 130 E. Park Ave.
MISSION, TX 78572 Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. ITEM 464 RCP CL III 30" Was reduced from 445 LF to 98 LF for a total reduction of 347 LF
2. ITEM 464 RCP CL III 24" 347 LF were added.
3. ITEM 465 2 EA Manholes Ty "A" were changed for 2 EA Manholes Ty "M"
4. ITEM 465 1 EA Inlet Ty "A" SPL was added

Reason for Change Order:

- 1 and 2. 347 LF of RCP CL III 30" was replaced by 347 LF of RCP CL III 24" to avoid conflict with Sanitary Sewer
3. Manholes Ty"A" for Manholes Ty"M" to met field conditions
4. Inlet Ty"A" SPL was added to met field conditions

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 382,121.90		Substantial Completion:	105
			calendar days or dates
Net Changes from previous Change Order		Net change from previous Change Orders	
\$ 0.00		0	
			calendar days
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ 382,121.90		Substantial Completion:	105
			calendar days or dates
Net Increase (decrease) of this Change Order		Net Increase (decrease) of this Change Order	
\$ 0.00		15	
			calendar days
Contract Price with all approved Change Orders	Net % Increase (decrease) from original contract price.	Contract Time with all approved Change Orders	
\$ 382,121.90	0.00 %	Substantial Completion:	120
			calendar days or dates

RECOMMENDED:
 By: [Signature]
 Engineer (Authorized Signature)
 Date: 12/10/07

APPROVED:
 By: _____
 Owner (Authorized Signature)
 Date: _____

ACCEPTED:
 By: [Signature]
 Contractor (Authorized Signature)
 Date: 12-10-07

CHANGE ORDER No.1 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
LAS HACIENDAS SUBDIVISION
BID NUMBER:C-CAP-07-023-08-07

Item Number	Original Plan Quantity	Change Order No.1 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change In Contract Cost of C.O.No.1	Revised Contract Cost after C.O.No.1
(905) ROADWAY								
104	60.00	60.00	SY	Removing Concrete (Sidewalk)	\$ 4.00	\$ 240.00	0.00	240.00
104	10,494.00	10,494.00	LF	Removing Concrete (Curb and Gutter)	\$ 5.00	\$ 52,470.00	0.00	52,470.00
104	411.00	411.00	LF	Removing Concrete (Valley Gutter)	\$ 6.00	\$ 2,466.00	0.00	2,466.00
164	889.00	889.00	SY	Cell Fiber Seeding (Temp)(Warm)	\$ 1.50	\$ 1,333.50	0.00	1,333.50
164	889.00	889.00	SY	Cell Fiber Seeding (Temp)(Cool)	\$ 1.75	\$ 1,555.75	0.00	1,555.75
251	3,129.00	3,129.00	CY	Cell Fiber Seeding (Perm)(Urban)(Clay)	\$ 2.25	\$ 4,000.50	0.00	4,000.50
310	3,478.00	3,478.00	GAL	Rework Base Material (6")	\$ 2.50	\$ 7,822.50	0.00	7,822.50
340	1,983.00	1,983.00	TON	Prime Coat (MC-30)	\$ 3.00	\$ 10,434.00	0.00	10,434.00
502	2.50	2.50	MO	Asph. Conc. Pav. Ty "D"	\$ 60.00	\$ 118,980.00	0.00	118,980.00
529	10,494.00	10,494.00	LF	Barricades, Signs & Traffic Handling	\$ 1,500.00	\$ 3,750.00	0.00	3,750.00
529	362.00	362.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	\$ 7.25	\$ 76,081.50	0.00	76,081.50
530	34.08	34.08	CY	Concrete Valley Gutter (6 Ft)	\$ 18.00	\$ 6,516.00	0.00	6,516.00
530	61.40	61.40	GAL	Driveways (Ty PRB-1)(FLEXBASE)(4")	\$ 8.00	\$ 272.64	0.00	272.64
530	17.49	17.49	TON	Driveways (Ty PRB-1)(MC-30)	\$ 3.00	\$ 184.20	0.00	184.20
530	418.00	418.00	SY	Driveways (Ty PRB-1)(ACP)(1")	\$ 30.00	\$ 109.31	0.00	109.31
531	60.00	60.00	SY	Driveways (CONCRETE)	\$ 49.50	\$ 20,691.00	0.00	20,691.00
644	10.00	10.00	EA	Concrete Sidewalks	\$ 30.00	\$ 1,800.00	0.00	1,800.00
SS2001	97.00	97.00	GAL	Small Rdsd Sgn Assm (Ty A)	\$ 75.00	\$ 7,500.00	0.00	7,500.00
SS2001	18,772.00	18,772.00	SY	Roadbond EN1 (Liquid)	\$ 5.00	\$ 485.00	0.00	485.00
				Roadbond EN1 Treat Exist Base (Density Control)	\$ 1.25	\$ 23,465.00	0.00	23,465.00
Total Roadway :					\$	\$ 333,406.90	\$	\$ 333,406.90

(906) DRAINAGE								
402	445.00	445.00	LF	Trench Excavation Protection	\$ 5.00	\$ 2,225.00	0.00	\$ 2,225.00
464	310.00	310.00	LF	RCP (CL III)(18")	\$ 28.00	\$ 8,680.00	0.00	\$ 8,680.00
464	445.00	53.00	LF	RCP (CL III)(30")	\$ 60.00	\$ 26,700.00	(23,520.00)	\$ 3,180.00
465	1.00	1.00	EA	Inlet (Ty "A")	\$ 1,750.00	\$ 1,750.00	0.00	\$ 1,750.00
465	10.00	10.00	EA	Inlet (Ty "A") (Top Only)	\$ 450.00	\$ 4,500.00	0.00	\$ 4,500.00
465	2.00	0.00	EA	Manhole (Ty "A")	\$ 2,250.00	\$ 4,500.00	(4,500.00)	\$ 0.00
506	360.00	360.00	LF	Temp Sediment Control Fence	\$ 1.00	\$ 360.00	0.00	\$ 360.00
464	0.00	392.00	LF	RCP (CL III)(24")	\$ 55.00	\$ -	21,560.00	\$ 21,560.00
465	0.00	1.00	EA	INLET SPL (Ty "A")	\$ 1,960.00	\$ -	1,960.00	\$ 1,960.00
465	0.00	2.00	EA	Manhole (Ty "M") Junction Box	\$ 2,250.00	\$ -	4,500.00	\$ 4,500.00
Total Drainage :					\$	\$ 48,715.00	\$ 0.00	\$ 48,715.00
TOTAL BASE AMOUNTS:					\$	\$ 382,121.90	\$	\$ 382,121.90

PROJECT QUANTITIES						PROJECT TOTAL	
LAS HACIENDAS SUBDIVISION							
PUEBLA DRIVE, CAMPECHE DRIVE, DURANGO DRIVE, SONORA DRIVE, COLIMA DRIVE, VERACRUZ DRIVE, SIMALOA DRIVE							
CSJ: 2C-1080-412							
ITEM	CODE	UNIT	QUANTITY	EST	FIN		
ROADWAY							
104		SY	60	60			
164		SY	1,778.44	1,778.44			
164		SY	889.22	889.22			
164		SY	889.22	889.22			
251		CY	3,128.63	3,128.63			
310		GAL	3,477.62	3,477.62			
340		TON	1,982.35	1,982.35			
502		MC	2.5	2.5			
506		LF	360.00	360.00			
644		EA	10.00	10.00			
2001		SY	18,772	18,772			
2001		GAL	97	97			
DRAINAGE							
104		LF	10,494.00	10,494.00			
104		LF	411.00	411.00			
402		LF	445.00	445.00			
464		LF	310.00	310.00			
464		LF	392.00	392.00			
464		EA	53.00	53.00			
465		EA	1	1			
465		EA	1	1			
465		EA	0	0			
465		EA	2	2			
529		LF	10,494.00	10,494.00			
529		LF	362	362			
530		SY	418	418			
530		CY	34.1	34.1			
530		GAL	61.4	61.4			
530		TONS	17.5	17.5			
531		SY	60	60			

LEGEND

▲ CHANGE ORDER #1

☁ REVISION CLOUD

HIDALGO COUNTY PRECINCT NO.2
LAS HACIENDAS SUBDIVISION
PROJECT QUANTITIES

Texas Department of Transportation
©1987 2007

R. Gutierrez
Professional Engineer
Engineering DE ENR AREA • PWR TEXAS 8877
Corporation (01) 888 8633 • PWR TEXAS 8877

FED. PROJ. NO.	STATE PROJ. NO.	PROJECT NO.	ROADWAY NO.
STATE	DIST.	COUNTY	
TEXAS	31		
DWG. NO.	CONT.	SECT.	SHEET NO.
001	001	001	7

Laura

From: Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Tuesday, December 11, 2007 2:18 PM
To: Laura Moya
Cc: Charlie; Rossana Schettino
Subject: Change Order No1 Las Haciendas

Please place on agenda for 18th December 2007

Agapito Vargas Jr.; Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Office
(956)207-9850 Cell
(956)787-4683 FAX
agapito.vargas@co.hidalgo.tx.us

STATE OF TEXAS

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COUNTY OF HIDALGO

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF PHARR, TEXAS
AND COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on this the 17th day of July, 2007, by and between the **CITY OF PHARR, TEXAS** hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas:

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

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries, and are desirous that the necessary improvements be done to expand and improve certain streets providing access to various colonias within the City and the County;

WHEREAS, the County is eligible to receive Round II TxDOT monies for the Border Colonia Access Program (the "Border Colonia Program") for eligible roadway improvements to colonias;

WHEREAS, the Border Colonia Program allows for improvement of roads within the corporate limits of the City that are identified and included in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, City and County, through the Border Colonia Program have designated certain drainage and roadwork improvements in La Haciendas Subdivision (the "Work") more particularly described in Exhibit "A";

WHEREAS, the Work qualifies for inclusion in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, County has determined that the County will receive benefit from the Work;

WHEREAS, City and County have agreed to cooperate in performing the Work as further described herein;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

WHEREAS, City, pursuant to Tex. Trans. Code Section 251.012, authorizes County to perform the work described herein.

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

1. The parties agree to perform the Work as further described in this Agreement and Exhibit "A".
2. County, at its sole cost and expense shall, through an independent contractor, contract for the performance of the Work in amounts not to exceed One Hundred and Twelve Thousand Eight Hundred Dollars and 72/100ths (\$112,800.72) for street improvements and Twenty-nine Thousand Nine Hundred and Eighty-five Dollars and no/100ths (\$29,985.00) for drainage improvements.
3. City agrees to reimburse the County for any non-eligible Border Colonia Program improvements required to complete the Work and to make such reimbursements within fifteen (15) days of receipt of such invoices by City from County.
4. County shall be responsible for all engineering costs and materials testing required for the Work including preparation of the plans, engineering and specifications for the completion of the Work.
5. City shall, at its sole cost and expense, to make any adjustments to utilities which may be necessary for the completion of the Work that lie within the City's corporate limits.
6. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operations around the vicinity of the Work and will use their best efforts to complete the improvements within three hundred and sixty-five (365) days of the execution of this Agreement.
7. Upon completion of the Work described herein, the parties agree the City shall be responsible for the maintenance of the streets and drainage improvements as long as the streets and drainage improvements remain within the city limits and the County shall have no obligation whatsoever for future improvements or maintenance of the project area.

8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.
9. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
10. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.
11. **Texas Law to Apply.** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Pharr
Attention: City Manager
 P.O. Box 1729
 Pharr, Texas 78577

If to County: County of Hidalgo
 Attention: J.D. Salinas, III, County Judge
 P.O. Box 758
 Edinburg TX 78540-0758

With Copies to: Commissioner, Precinct Number 2
Hector "Tito" Palacios
301 East State
Pharr, TX 78577

Colonia Access Program
Attention: Agapito Vargas
301 East State
Pharr, TX 78577

Each notice demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
15. **Assignment.** This Agreement shall not be assignable.
16. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
18. **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.
19. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will

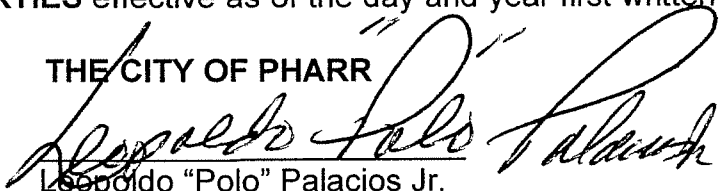
pay for such services out of current revenues available to the paying party as herein provided.

20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

21. **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

THE CITY OF PHARR



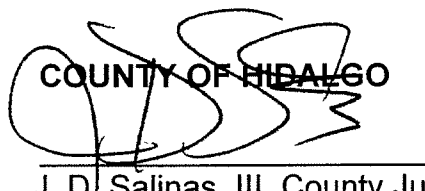
Leopoldo "Polo" Palacios Jr.

ATTEST:



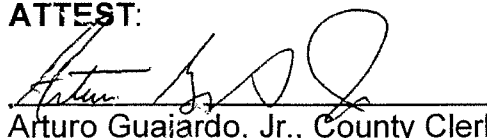
Aida V. Montoya, City Clerk

COUNTY OF HIDALGO



J. D. Salinas, III, County Judge

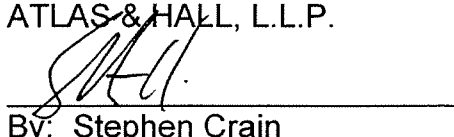
ATTEST:



Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.



By: Stephen Crain

APPROVED BY
COMMISSIONERS' COURT
ON: JUN 25 2007

HIDALGO COUNTY PRECINCT NO. 2
HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

*File #
5 given #*

LETTER OF TRANSMITTAL

TO: PURCHASING DEPARTMENT
ATTENTION: LAURA R. MOYA

DATE: JULY 19, 2007
FROM: Yoli Cisneros
TITLE: Accounts Payable Clerk

REASON FOR TRANSMITTAL CHECKED BELOW:

- As Requested
- Returned for Corrections
- Agenda Items
- For Approval
- Approved As Noted
- Hand Delivered
- Copy of Letter
- Review and Comment
- Other

REMARKS:

EXECUTED COPY OF INTERLOCAL COOPERATION AGREEMENT FROM CITY OF PHARR AND THE
COUNTY OF HIDALGO FOR BCAP ROUND II PROJECT LAS HACIENDAS SUBDIVISION

301 E. STATE STREET * PHARR, TX 78577 * PH. (956) 787-1891 * FAX (956) 787-4683
yoli.cisneros@co.hidalgo.tx.us

Detach here

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HIDALGO COUNTY PRECINCT NO. 2
HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

DATE: JULY 19, 2007

TO: PURCHASING DEPARTMENT-LAURA R. MOYA (YOLI CISNEROS-ACCOUNTS PAYABLE)
RE: EXECUTED COPY OF INTERLOCAL AGREEMENT FOR LAS HACIENDAS SUBDIVISION

RECEIVED BY: _____ DATE: _____

RECEIVED

JUL 19 2007

PURCHASING DEPT.

LC 2553