

AI-22294

24.B.5.

**Approval of ICA with City of San Juan for Minnesota Drain Project
CC REGULAR**

Date: 08/03/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department

Sub-category: Prct. 2

Information

CAPTION

A. Approval of Interlocal Cooperation Agreement Project for necessary drainage improvements by Raul Longoria on the west, Nolana Loop on the south, Owassa Road on the north and Cesar Chavez on the east, between the County of Hidalgo and the City of San Juan.

B. Approval of Interlocal Cooperation Agreement between the City of San Juan and The County of Hidalgo, Texas for drainage improvements by Raul Longoria on the west, Nolana Loop on the south, Owassa Road on the north and Cesar Chavez on the east (aka Minnesota Drain Project).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding will be provided thru TDRA Disaster Recovery Funds.

*pending ICA project attachment.

Attachments

- Link: [ICA](#)
- Link: [Cost Estimate](#)
- Link: [Map](#)
- Link: [interlocal agreement](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	07/30/2010 04:20 PM	APRV
2		Budget & Management	Erika Zamora	07/30/2010 04:32 PM	APRV
3		Roland Garcia	Rolando Garcia	07/30/2010 04:47 PM	APRV
4		Auditor's Office		07/30/2010 05:18 PM	NEW
Form Started By: Yolanda Cisneros				Started On: 07/30/2010 03:10 PM	
Final Approval Date: 07/30/2010					

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the ____ day of _____, 2010, by and between the **CITY OF SAN JUAN, TEXAS** hereinafter referred to as "San Juan", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, San Juan is a home rule municipality located in Hidalgo County, Texas;

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

WHEREAS, County and San Juan desire to make drainage improvements to an area encompassed by Raul Longoria Road on the west, Nolana Loop on the south, Owassa Road on the north and Cesar Chavez Road on the east more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes:

WHEREAS, County and San Juan, each pursuant to its statutory and constitutional authority, are desirous that the necessary drainage improvements be done in order to alleviate the existing flood problems within their respective territorial jurisdictions;

WHEREAS, the drainage improvements to the area shall include, but not be limited to, construction of storm sewer pipe, inlets, manholes, safety end treatments and construction of an open channel drainage ditch, concrete riprap, culverts and headwalls and the necessary engineering (collectively the "Project");

WHEREAS, the County and San Juan are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt Code 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. San Juan, pursuant to Tex. Trans Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.
2. County will retain a competent engineering firm and/or in-house engineer to prepare all construction and right-of-way plans and maps necessary for the construction of

drainage improvements of the Project as may be necessary.

3. County shall be responsible for performing the work necessary to complete the Project within the County and San Juan, either through its own labor, equipment or materials, or through its agents, contractors or subcontractors, in an amount not to exceed one million forty two thousand two hundred fifty nine dollars and zero cents (\$ 1,042,259.00).
4. County shall also be responsible for the engineering, specifications, plans and maps necessary to complete the Project **and the road to be located on the Right of Way to County road standards.**
5. San Juan has agreed to transfer it's respective TDRA Disaster Recovery funds and shall contribute such amount, six hundred thousand dollars and zero cents (\$ 600,000.00) to County wherein County will complete the flood drain improvements as mentioned hereinabove and agreed upon with this Agreement.
6. San Juan agrees it is in its best interest to provide such assistance to County as described herein, as such Project will serve to alleviate flooding and water overflow that occurs within the area.
7. San Juan shall at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Project or the right of way.
8. County and San Juan shall each be responsible for maintenance and upkeep of any portion of the Project located within their respective jurisdictions so long as such property remains within their jurisdiction.
9. **Hold Harmless Clause.** The parties agree to hold each other harmless from any and all liability that may arise and result from either party's performance under this Agreement.
10. **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.
11. **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.

R. Gutierrez
Engineering Corporation

HIDALGO CO. PCT 2

7/27/2010

MINNESOTA DRAIN
ULTIMATE DESIGN

PROJECT COST ESTIMATE

ITEM DESCRIPTION	COST	
MINNESOTA DRAIN LENGTH OF PROJECT = 1.25 MILES		
PROJECT ESTIMATED CONSTRUCTION COST	\$732,542.00	
BASIC SERVICES FEE		
Engineering Services Fee (8% of Construction Cost)	\$58,603.36	
Topographic Survey Services Fee (2.5% of Construction Cost)	\$18,313.55	
Basic Fee (Prelim Eng, Design & Construction Services Fee)	\$76,916.91	
RIGHT-OF-WAY SERVICES COST (Add'l Service):		
Obtain Title Reports (Est 16 Parcels @ \$600.00/Parcel)	\$9,600.00	
Develop Parcels & R.O.W. Map (Est 16 Parcels @ \$2,200.00/Parcel)	\$35,200.00	
R.O.W. Map Services Fee	\$44,800.00	
GEOTECHNICAL INVESTIGATION (Add'l Services)		
Geotechnical Services	\$8,000.00	
Geotechnical Investigations Services Fee	\$8,000.00	
TOTAL PROJECT PROFESSIONAL SERVICES COST	\$129,716.91	

TOTAL PROJECT ESTIMATED COST		
ESTIMATED CONSTRUCTION COST	\$732,542.00	
PROFESSIONAL SERVICES COST	\$129,716.91	
R.O.W. ACQUISITION COST (Est. 9 Ac @ \$20,000/Ac)	\$180,000.00	
TOTAL PROJECT COST		\$1,042,258.91

R. Gutierrez Engineering Corporation

Statement of Probable Cost

Descr: Minnesota Drain - Ultimate Design

Project Eng09.001

By: R.G.

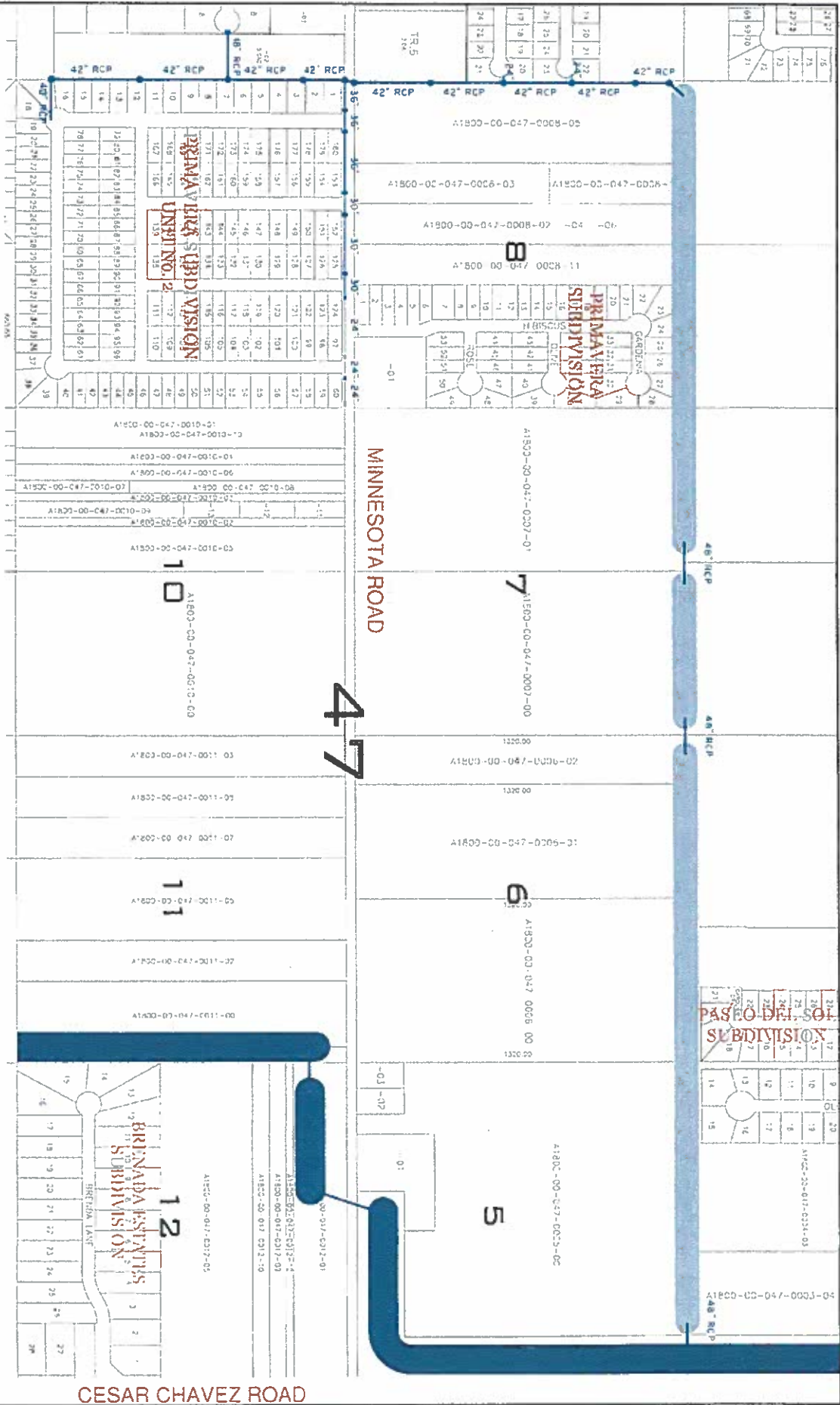
Date: 27-Jul-10

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
<i>I. DRAIN DITCH</i>					
1	Ditch Excavation	CY	\$3.40	55,959	\$190,260.60
2	Ditch Fill	CY	\$3.40	8,506	\$28,920.40
3	48" R.C.P. CULVERT	LF	\$68.00	458	\$31,144.00
4	42" R.C.P. CULVERT	LF	\$58.00	2,784	\$161,472.00
5	36" R.C.P. PIPE	LF	\$48.00	460	\$22,080.00
5	30" R.C.P. CULVERT	LF	\$36.00	430	\$15,480.00
6	24" R.C.P. CULVERT	LF	\$28.00	480	\$13,440.00
7	6' CONC. MANHOLE	EA	\$2,600.00	5	\$13,000.00
8	TYPE "C" INLET	EA	\$1,950.00	3	\$5,850.00
9	TYPE "CC" INLET	EA	\$2,400.00	3	\$7,200.00
10	S.E.T. (24") SLOPE 4:1	LF	\$750.00	1	\$750.00
11	Concrete Riprap	CY	\$350.00	380	\$133,000.00
12	Concrete Wingwall	EA	\$6,500.00	6	\$39,000.00
13	Trench Safety Protection	LF	\$1.50	2,900	\$4,350.00
DRAIN DITCH SUB-TOTAL :					\$665,947.00
GRAND TOTAL :					\$665,947.00
10% CONTINGENCY :					\$66,595.00
TOTAL PROBABLE CONSTRUCTION COST :					\$732,542.00

CITY OF SAN JUAN DRAINAGE IMPROVEMENTS



R. Gutierrez
 Engineering
 Corporation
 Professional Engineers & Land Surveyors
 100 E. PARK AVENUE - PHOENIX, TEXAS 75577
 (761) 958-782-257 (FAX) 850-782-2598



STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to be construction of storm sewer pipe, inlets, manholes, safety end treatments and construction of an open channel drainage ditch, concrete riprap, culverts and headwalls and the necessary engineering (the "Project") through an Interlocal Cooperation Agreement to be entered into with the City of San Juan.

By vote on _____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

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