

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-10-340-10-19**  
**Work Authorization Form**

**WORK AUTHORIZATION No. 2**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, HALFF ASSOCIATES, INC., professional engineers of McALLEN, TEXAS, hereinafter called the "Engineer".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the Engineer to provide Various design services to allow for life safety improvements at the Hidalgo County Courthouse.

The scope of services to be provided by the Owner is identified in ***EXHIBIT "A" - Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the Engineer is identified in ***EXHIBIT "B" - Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \$132,330.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 1 shall be funded through funding source:

Account No. 1-1342-412-00-990-010-0-452 / 1-1336-412-00-220-010-0-431

Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct #4, Commissioner Joseph Palacios and/or Valde Guerra, Executive Officer (P.O.C.) as to content and detail of this Work Authorization.

HIDALGO COUNTY PRECINCT # 4

HIDALGO COUNTY

By: Joseph Palacios  
Joseph Palacios, Commissioner

By: \_\_\_\_\_  
Valde Guerra, Executive Officer (P.O.C)

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 06/21/2011 as indicated below and effective as of 21 day of June, 2011.

THE ENGINEER:  
HALFF ASSOICATES, INC.

THE OWNER:  
HIDALGO COUNTY

By: Menton J. Murray, III  
Menton J. Murray, III, PE, LEED AP

By: Ramon Garcia  
Hon. Ramon Garcia, County Judge

ATTEST: Arturo Guajardo Jr.  
By: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court  
on 6-21-11 RO

**LIST OF ATTACHMENTS**

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

## EXHIBIT "A"

### Services to be provided by the OWNER

The following provides an outline of the services to be provided by the OWNER in the development of the Project.

The OWNER will provide to the ENGINEER the following:

- (1) Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
- (3) Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.
- (4) Provide any available relevant data the OWNER may have on file concerning the project.
- (5) Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverables, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the ENGINEER.
- (7) Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

#### *Public Meetings*

- (a) Approve agenda and all exhibits prior to public meeting.
  - (b) Approve date and location of the meeting.
  - (c) Review/approve Public Meeting Report.
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.
  - (9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
  - (10) Review and approve the Project design criteria.
  - (11) Review and approve change orders as required and prepared by the ENGINEER.

## EXHIBIT "B"

### Services to be provided by the Engineer

**Halff Associates** is pleased to submit this task order proposal under our existing Professional Services Agreement (C-10-340-10-19) with Hidalgo County for Building Repairs and/or Renovations to County Owned Buildings for projects located within Precinct 4. Specifically, this proposal is for the A/E design services necessary to produce construction documents for various life safety improvements to the existing Hidalgo County Courthouse facility (including Annex). We have attended two different meetings to discuss the scope of work. We have also toured the site to refine the scope of work and identify field conditions. We have obtained sub-consultant proposals for portions of the work and have included those for your reference. As such, I understand the following scope of work:

#### **Life Safety Improvements – 1 (Refer to Reed FPE Proposal):**

1. Design and specification of a new automatic sprinkler system.
2. Design and specification of a new fire alarm system.
3. Life safety egress evaluation and proposed solutions

#### **Life Safety Improvements – 2 (Halff Associates):**

1. Design and specification of an emergency fire egress stairway serving the fourth and fifth levels.

#### **Building Envelop and Interiors (Halff Associates):**

1. Design of roofing modifications to facilitate fire stair.
2. Design of exterior wall modifications to facilitate fire stair.
3. Design of areas of refuge as required at fire stair.
4. Design of any interior wall systems to accommodate new life safety infrastructure
5. Design of interior finish systems to accommodate new life safety infrastructure.
6. Field measurements and model creation for Annex Building and Sallyport.

#### **Structural (Halff Associates):**

1. Design of any new structural elements to accommodate installation of fire stair.

#### **HVAC:**

1. None

#### **Plumbing**

1. None

#### **Electrical (Halff Associates):**

1. Review and assessment of existing electrical service entrance, specifically the normal and emergency branches that serve existing emergency service equipment.
2. Design of new emergency power system to accommodate new fire sprinkler pump and accommodations to modify existing service modification of current emergency service.

#### **Survey (Halff Associates):**

1. Topographic survey of the building and adjacent area as defined by Closer Blvd., McIntyre St., 10<sup>th</sup> St., and Cano St., inclusive of site improvements and utilities.

#### **Civil (Halff Associates):**

1. Design of utility improvements and reconstruction of site amenities demolished by installation of new utilities.

#### **Bid Phase Service:**

##### **General:**

1. Clarification of any items as needed from Proposers during project bidding.
2. Pre-bid Meeting and walk-through.
3. Evaluation of proposals.

**Construction Phase Service:**

**General:**

1. Monthly site observations during construction with observation reports.
2. Evaluation of contractor's pay applications.
3. Response to any contractor RFI's.
4. Review of submittals.
5. Final punch list report.
6. Back punch list.

**Asbestos-Related Services – Site Survey (Halff Associates):**

1. Comprehensive ACM Assessment.

**Asbestos-Related Services – Design and Monitoring (Halff Associates):**

1. Operations and Maintenance Plan.
2. Asbestos Abatement Plan.
3. Asbestos Abatement Oversight (Air Monitoring).

**Exclusions:**

1. ADA/TAS registration and fees.
2. Telecommunications design.
3. Reproduction costs.
4. Reed FPE Travel Expenses (Labor is included)
5. Asbestos Notification Fees

The above listed exclusions can be provided to the County as a reimbursable expense.

I look forward to getting this project started. Please let me know if there is anything else needed from me to process a work order for this project. Should you have any questions or concerns, don't hesitate to contact me.

**Attachments:**

1. Reed FPE Proposal
2. Halff Internal (Asbestos) Proposals (2)



June 3, 2011

**Mr. Phillip Applebaum P E**  
**Vice President**  
Half Associates Inc.  
1201 N Bowser  
Richardson, Texas 75081

**RE: Fire Protection System Design Services**  
**Hidalgo County Courthouse**  
**Edinburg, Texas**

**RFPE #2011224(R1)**

In accordance with a review of the drawings you provided and conversations with Mr. Trey Murray, we are pleased to provide you with our revised proposal to provide fire protection design services.

The proposal outlines the scope of service necessary to provide construction documents for the new automatic sprinkler systems and replacement of the existing fire alarm systems in the subject building. We have included a review of the life safety issues provided in the report and comments on those. We have added the Annex Building to the scope of services outlined in the proposal.

Please review the attached information and if you have any questions, please call. Return one signed copy to our office and retain one signed copy for your files. We will begin work after we receive the signed copy from your office.

We look forward to working with you to complete this project.

Regards,

Albert W Reed P E  
President  
Reed Fire Protection Engineering, LLC



June 3, 2011

**Mr. Phillip Applebaum P E**  
**Vice President**  
Halff Associates Inc.  
1201 N Bowser  
Richardson, Texas 75081

**RE: Fire Protection System Design Services**  
**Hidalgo County Courthouse**  
**Edinburg, Texas**

**RFPE #2011224(R1)**

It is our understanding that your office requires construction documents for the automatic sprinkler system in to the subject building. The existing building has four (4) areas. Area A is three (3) stories with a basement. Area B is five (5) stories. Area C is two (2) stories. Area D is one story. The original building was constructed in 1959. The courthouse includes an adjacent 8,000 ft<sup>2</sup> Annex Building which is connected to the main building by a covered walk. The building has an older fire alarm system which should be replaced and will require modifications when the monitoring of the sprinkler system is added.

The building has been evaluated by an architecture firm. It's report identifies code violations with life safety systems and means of egress. Your office desires an evaluation of these items to determine alternative solutions.

Your office desires construction documents for the automatic sprinkler system and fire alarm system which are necessary to supervise the automatic sprinkler system.

## **I. BASIC SERVICES**

Reed Fire Protection Engineering (RFPE) and HALFF ASSOCIATES (client) have agreed that RFPE will provide the following services to the client:

### **AUTOMATIC SPRINKLER SYSTEM**

1. Obtain electronic copies in AutoCAD format of the building floor plans,

sections and reflected ceiling plans from your office. Obtain copies of any mechanical, structural, civil, etc. drawings as well.

2. Visit the site in Edinburg, Texas to verify accuracy of existing building floor plans. Gather data and determine locations for sprinklers, pipes, etc. While at the site, obtain water flow data from the City of Edinburg or witness a flow test if necessary.
3. While at the site, observe the condition of the existing fire alarm control panel and verify its capacity to accept the additional supervisory devices for the automatic sprinkler system.
4. Prepare preliminary water supply calculations for the proposed facility. The analysis will determine estimated water supply requirements for the sprinkler systems.
5. Prepare complete construction documents for the automatic sprinkler system. The drawings will include:
  - a. Hazard classifications
  - b. Water supply information
  - c. Riser detail
  - d. Pipe routing and sizes
  - e. Sprinkler locations and types.
  - f. Hydraulic calculations.
  - g. Necessary details.
  - h. Specifications in CSI format.
6. Meet with the City of Edinburg Fire Department to obtain preliminary approval for our design and obtain their comments. Revise the documents based on comments received.
7. Attend two (2) meetings with your office in McAllen, Texas to review the proposed design and obtain your comments. Revise the drawings based on comments received.
8. Submit one hard copy and one electronic copy of the information to your office for inclusion in the bid package. The drawings will be sealed by a fire protection engineer. **No additional design work will be necessary for a prospective installing contractor to prepare his bid.**

#### **FIRE ALARM SYSTEM**

1. Prepare complete construction documents for the modifications to the fire alarm system. The drawings will include:

- a. Control panel location.
  - b. Additional device locations
  - c. Necessary details.
  - d. Sequence of operation.
  - e. Specifications in CSI format.
  - f. Interfaces to other building systems.
  - g. Demolition of any existing devices which are not compatible with the new fire alarm system.
2. Submit one hard copy and one electronic copy of the information to your office for inclusion in the submittal to your client. The drawings will be sealed by a fire protection engineer. No additional design work will be necessary for a prospective installing contractor to prepare his bid.
  3. Attend meetings and provide drawings in the same manner as in the AUTOMATIC SPRINKLER SYSTEM section.

#### **LIFE SAFETY EVALUATION**

1. While conducting the site visit to gather data for the automatic sprinkler and fire alarm system designs, walk through the buildings to identify the life safety items contained in the architect's evaluation report.
2. Prepare a letter and drawings which show the location of the item and any proposed solutions for that item.
3. While attending the meetings for the design of the automatic sprinkler and fire alarm systems, discuss any life safety items which may be included in the project and assist your office with drawing preparation.

#### **CONSTRUCTION PERIOD SERVICES**

1. Review the contractor's shop drawings for the automatic sprinkler system and the modifications to the fire alarm system. Prepare letters listing items which require correction. Four (4) reviews are included – two (2) each for the fire alarm and sprinkler systems.
2. Answer RFI's from the installing contractor during construction. Maximum of twelve (12) hours are allocated for this item.
4. During construction, visit the site to observe the progress of the installation. Prepare a letter summarizing progress and listing items which must be corrected.

5. When the installation is substantially complete, visit the site to observe the installation of the automatic sprinkler system. Prepare a punch list letter listing items which must be completed before the system is accepted by the County.
6. When the installation is substantially complete, visit the site to observe the installation of the modifications to the fire alarm system. Witness a functional test of the devices added to the fire alarm system to verify proper operation. Prepare a punch list letter listing items which must be completed before the system is accepted by the County.

## **II. PROPOSAL ASSUMPTIONS**

1. Preparation of the budgetary cost projections are excluded from this proposal.
2. **Drawings and specifications will bear the seal of a registered fire protection engineer.**
3. **Your office will provide contractual conditions for the bid package.**
4. Your office will furnish RFPE with electronic copies of existing floor plans and reflected ceiling plans and copies of mechanical, electrical, structural and civil drawings for our use in preparing our design.
6. Attendance at meetings other than those outlined are excluded.
7. Services not listed in Basic Services above are specifically excluded from the scope of RFPE services. RFPE assumes no responsibility to perform services not listed in Basic Services above.

## **III. OWNERSHIP OF DOCUMENTS**

Drawings, diagrams, calculations, specifications, reports, computer programs, operational and design data and all other documents produced by RFPE in connection with this project shall be confidential. They shall remain the property of RFPE whether the project is completed or not. HALFF ASSOCIATES shall not have or acquire any title to or ownership rights in any of the documents prepared by RFPE.

Once payment in full is received by RFPE in accordance with the PAYMENT section of this agreement, HALFF ASSOCIATES shall be permitted to retain printed copies of the documents for information and reference only. HALFF ASSOCIATES shall not use the documents on any other project, for additions to

this project, for completion of this project by others or for any other purpose for which the documents were not specifically prepared.

HALFF ASSOCIATES shall obtain written consent from RFPE for use of these documents, and shall appropriately compensate RFPE for their use.

#### **IV. CONFIDENTIALITY**

Unless compelled by law, including duly issued subpoena or court order, required by government agency or authority, or requested by HALFF ASSOCIATES to do so, RFPE agrees it will not convey to others any proprietary information, knowledge data or property concerning the business or affairs of HALFF ASSOCIATES or its affiliates. RFPE will limit access by its employees to all information referred to above.

Any information, design concept, procedure or material provided by RFPE which RFPE identifies as confidential to HALFF ASSOCIATES shall not be released by HALFF ASSOCIATES or its employees to any other parties under any circumstances.

#### **V. INDEMNITY**

HALFF ASSOCIATES shall indemnify and hold RFPE harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees arising out of or resulting from unauthorized use of the documents.

To the fullest extent permitted by law, Reed Fire Protection Engineering (RFPE) agrees to indemnify and hold HALFF ASSOCIATES harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence caused by RFPE in the performance of services outlined in this agreement.

RFPE services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site, or in the same circumstances or conditions. RFPE makes no warranty, express or implied, with respect to the services outlined in this agreement.

#### **VI. PROFESSIONAL FEE**

**The fee for basic services will be a lump sum as listed below, depending on the scope of service. All fees include reimbursable expenses.** The fee for basic services does not include additional services described in this proposal.

(1) AUTOMATIC SPRINKLER SYSTEM –	\$23,380.00
(2) FIRE ALARM SYSTEM –	\$12,990.00
(3) LIFE SAFETY EVALUATION –	\$ 3,470.00
(4) TOTAL FEE -	\$39,840.00

All fees include shop drawing review and RFI response.

Since the number of site visits is not known at this time, site visits will be provided at a lump sum fee of \$1,495.00 per one day site visit.

## VII. REIMBURSABLE EXPENSES

Reimbursable expenses authorized by your office are included in basic services and are in addition to fees for additional services. The following are examples of additional reimbursable expenses:

Automobile mileage at \$0.51 per mile  
Express delivery and courier service  
Travel Expenses  
Reproduction Expenses

## VIII. ADDITIONAL SERVICES

If agreed to in writing by the client and Reed Fire Protection Engineering, RFPE will provide additional services. Additional services are not included as part of the Scope of Basic Services and shall be paid for by the client in addition to payment for basic services. Payment shall be in accordance with the terms listed in Section IX, Compensation and Payment, or as agreed to in writing by the client and RFPE. Additional Services will be billed at the hourly rates listed below. These services could include additional meetings, additional site visits or changes to the scope of this project.

Additional services will be billed at the hourly rates **listed below**. These services could include additional meetings, additional site visits or changes to the scope of this project.

President	\$150.00 per hour
Fire Protection Engineer	\$125.00 per hour
Senior Designer	\$100.00 per hour
Designer	\$ 85.00 per hour
CAD Operator	\$ 60.00 per hour
Clerical	\$ 50.00 per hour

## **IX. COMPENSATION AND PAYMENT**

As full consideration of the performance of the Scope of Services described here, HALFF ASSOCIATES shall pay Reed Fire Protection Engineering the compensation provided above in accordance with applicable charges and conditions.

Reed Fire Protection Engineering shall submit progress Invoices to HALFF ASSOCIATES showing the services performed during the Invoice period and the charges incurred in the performance of said services. Invoices are to be submitted monthly, or at the end of the project, whichever occurs sooner to

**HALFF ASSOCIATES  
1201 N Bowser  
Richardson, Texas 75081**

HALFF ASSOCIATES shall pay the full amount of the invoice within thirty (30) days of receipt of payment for services from HALFF ASSOCIATES client. Full amount of invoice shall be paid in a maximum of sixty (60) days. If, however, HALFF ASSOCIATES objects to all or any portion of the Invoice, HALFF ASSOCIATES shall so notify RFPE in writing of same within ten (10) days from date of receipt of Invoice and shall pay the portion of the Invoice not in dispute within five (5) days of receipt of invoice from client. HALFF ASSOCIATES and RFPE shall immediately make every effort to settle the disputed portion of the Invoice.

## **X. INSURANCE**

### **A. COVERAGE**

During the term of this agreement, RFPE agrees to provide evidence of insurance coverage as shown on the attached Master Insurance Certificate.

RFPE agrees to maintain professional liability insurance for the period of design and construction of this project, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the fire protection engineers practicing in Texas are able to obtain such coverage.

### **B. WAIVER OF SUBROGATION**

RFPE and HALFF ASSOCIATES waive all rights against each other and against the contractors, consultants and employees of the other to the extent that the damages sustained by either party are covered by insurance.

## **XI. TERMS**

### **A. INVOICES**

Invoices will be issued monthly based on services performed during that month. Payment is due within thirty (30) days of invoice date.

If however, HALFF ASSOCIATES objects to all or any portion of the Invoice, HALFF ASSOCIATES shall notify RFPE in writing of same within ten (10) days from date of receipt of Invoice and shall pay the portion of the invoice not in dispute within thirty (30) days of receipt of invoice to RFPE. HALFF ASSOCIATES and RFPE shall immediately make every effort to settle the disputed portion of the Invoice.

### **B. LIMITATION OF LIABILITY**

In recognition of the relative risks and benefits associated with this work, HALFF ASSOCIATES agrees within the extent permitted by law, to limit the liability of RFPE and it's representatives so that total aggregate liability does not exceed **\$25,000.00** or the total fee associated with this work, whichever is greater.

### **C. TERMINATION**

In the event of termination of this agreement by either party, HALFF ASSOCIATES shall within fifteen (15) calendar days of termination, pay RFPE for all services rendered and all reimbursable costs incurred up to the date of termination. Payment shall be in accordance with the PAYMENT section of this agreement.

HALFF ASSOCIATES may terminate this agreement without cause by giving RFPE at least seven (7) calendar days written notice.

Either HALFF ASSOCIATES or RFPE may terminate this agreement for cause by giving the other party at least seven (7) calendar days written notice. The agreement may be terminated for any of the following reasons:

- a. Failure by the other party to perform in accordance with the terms of this agreement. The failure to perform shall not be caused by actions of the terminating party.

- b. Transfer of the project or assignment of this agreement without prior written consent of the other party.
- c. Suspension of the project or RFPE's services by HALFF ASSOCIATES for a period of more than ninety (90) calendar days, either consecutively or total during the length of this agreement.
- d. Changes in the conditions of this agreement as outlined. These can include changes to the scope of service, changes to the nature of the project, or failure of the parties to agree on the compensation or schedule adjustments necessitated by such changes.

HALFF ASSOCIATES failure to make payment to RFPE in accordance with payment terms of this proposal shall constitute a material breach of this agreement and shall be cause for termination or suspension of services. When full payment is received by RFPE, RFPE shall resume services. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

In the event of any termination that is not requested by RFPE, HALFF ASSOCIATES shall pay RFPE for all expenses incurred by RFPE due to the termination of this agreement. These shall include, but not be limited to, demobilization, reassignment of personnel, associated overhead costs and expenses directly connected to the termination. These payments shall be in addition to payments for services rendered and reimbursable expenses.

#### **D. SUSPENSION OF SERVICES**

If services performed by RFPE are suspended by HALFF ASSOCIATES for more than thirty (30) calendar days total during the term of this agreement, RFPE shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice to suspend services. In addition, upon resumption of services, HALFF ASSOCIATES shall compensate RFPE for the expenses incurred for resumption of services. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

Suspension by HALFF ASSOCIATES of the services performed by RFPE for more than ninety (90) days total during the term of this agreement shall allow RFPE to terminate this agreement by giving HALFF ASSOCIATES at least five (5) days written notice. RFPE shall have no liability to HALFF ASSOCIATES, and HALFF ASSOCIATES agrees to make no claim for any delay or damage caused by any breach of this agreement resulting from actions of HALFF ASSOCIATES. Once the reason for the breach which caused services to be suspended is resolved, RFPE shall resume services if full payment for services performed before the suspension has been received. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

## **E. DISPUTE RESOLUTION**

### **1. MEDIATION**

Prior to the initiation of litigation, both parties agree to submit all claims, disputes or controversies resulting from the application, interpretation or enforcement of this agreement to non-binding mediation. Both parties shall agree on the mediator.

The party seeking mediation shall notify the other party in writing. This provision shall survive this agreement, but shall not extend beyond the time allowed for initiation of litigation.

### **2. LITIGATION**

In the event of any litigation arising from or related to this agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney fees and all other related expenses resulting from the litigation. In the event of a settlement of the dispute between the parties by mediation, arbitration or other means, the term prevailing party shall be determined in the same manner as if the dispute resulted in litigation.

Litigation between the parties pertaining to acts or failures to act shall accrue. The applicable statute of limitations shall commence to run not later than the following:

- a. Date of substantial completion for acts or failures to act occurring prior to that date.
- b. Date of receipt of final payment by RFPE for acts or failures to act occurring after substantial completion.
- c. Date of substantial completion of RFPE services, if that date occurs prior to substantial completion of the project.

The earliest of the dates listed above shall take precedence.

**Everything under this contract will be interpreted under the Laws for the State of Texas.**

**3. GENERAL**

RFPE reserves the right to ask for references and perform credit checks on clients with which RFPE has not previously done business. These checks can include provision of references for both the company and its principal owners.

This proposal is valid for sixty (60) days from the issue date shown on the first page.

To indicate acceptance of this proposal and authorize initiation of services, please sign and return a copy of this proposal.

**SUBMITTED BY:**



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**REED FIRE PROTECTION  
ENGINEERING**

**ACCEPTED BY:**

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**HALFF ASSOCIATES**





property will include the removal of the following asbestos containing materials (ACM), which were identified in the asbestos survey:

**Hidalgo County Courthouse**

- ±250 square feet of resilient floor tile and mastic
- ±250 linear feet of thermal system insulation
- ±100 square feet of roofing material

**Annex Building**

- ±1,000 square feet of finished sheetrock
- ±250 square feet of resilient floor tile and mastic

**Asbestos Abatement Oversight**

The licensed asbestos consultant will coordinate with the licensed asbestos project manager to provide oversight of the abatement activities. The licensed asbestos consultant will also prepare a final report, which will include a description of abatement activities, disposal manifests, and results of on-site air monitoring.

The licensed asbestos project manager will be on-site for the duration of the asbestos abatement activities to perform air monitoring, on-site inspections, and to evaluate the work area for compliance with State and Federal asbestos regulations and the abatement design. The project manager will also perform a final visual inspection after the abatement has been completed and conduct clearance testing in accordance with the current Texas Department of State Health Services (TDSHS) regulations. The air samples will be analyzed by Phase Contrast Microscopy (PCM) in accordance with the National Institute of Occupational Safety and Health (NIOSH) Method 7400.

The total costs associated with the above services are estimated not to exceed \$31,948.00 and the project will require approximately six weeks (approximately 1 week for abatement activities) to complete. Halff will be compensated for all services on a time and materials basis. Labor will be billed at 2.3 times salary cost and direct costs will be billed at 1.1 times actual cost. We will not incur costs or expenses for services beyond this amount without receiving prior authorization from Hidalgo County officials. A summary of the effort to complete the asbestos survey for the referenced property is presented in Table 1.



**TABLE 1  
 COST ESTIMATE  
 Professional Services for Abatement specifications/ Oversight  
 Hidalgo County Courthouse Complex  
 Edinburg, Texas**

Description	Unit Cost	Unit	Quantity	Total Cost
<b>PREPARATION OF PLANS / SPECIFICATIONS / CLOSURE REPORT AND OPERATIONS &amp; MAINTENANCE PLAN</b>				
<b>Consulting Fees</b>				
Project Manager	\$ 170	Hour	4	\$ 680
Asbestos Consultant	\$ 109	Hour	56	\$6,104
CAD	\$ 80	Hour	12	\$ 960
Administrative Assistant	\$ 70	Hour	3	\$ 210
ODCs	\$ 300	Lump	1	\$ 300
<b>Subtotal</b>				<b>\$8,254</b>
<b>OVERSIGHT SERVICES</b>				
<b>Consulting Fees</b>				
Asbestos Consultant	\$ 109	Hour	16	\$1,744
Asbestos Project Manager	\$ 65	Hour	60	\$3,900
Travel Expenses – On-Site Project Manager/Consultant	\$2,700	Lump	1	\$2,700
<b>Subtotal</b>				<b>\$8,344</b>
<b>Total</b>				<b>\$16,598</b>

The above proposal is based on the following assumptions:

- The project schedule for abatement is based on six ten hour days.
- Significant changes to the scope of work will not be required.
- ±250 square feet of resilient floor tile and mastic
- ±250 linear feet of thermal system insulation
- ±100 square feet of roofing material
- ±1,000 square feet of finished sheetrock
- ± 250 square feet of resilient floor tile and mastic
- The abatement contractor will be hired directly by Hidalgo County.
- Contractor fees are estimated to be \$15,000.00
- TDSHS Notification fees are estimated to be \$350.00



Leticia H. Saenz, CPPB/Contracts Manager  
Hidalgo County Purchasing Department  
2802 South Business Hwy. 281  
Edinburg, Texas 78539  
June 2, 2011  
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We hope that you will find the above satisfactory and we appreciate the opportunity to be of service to you. If I can furnish you with any additional information, please feel free to contact me at (214) 346-6200.

Thank you for your consideration of Halff.

Sincerely,

HALFF ASSOCIATES

A handwritten signature in cursive script that reads "Al Brunson".

Al Brunson  
Licensed Asbestos Consultant No. 105645



June 2, 2011  
1008-11-7790

**Leticia H. Saenz, CPPB/Contracts Manager**  
Hidalgo County Purchasing Department  
2802 South Business Hwy. 281  
Edinburg, Texas 78539  
(956) 292-7000 x-4861 fax (956) 318-2629

Re: Proposal to perform a Comprehensive Assessment for Asbestos-Containing Materials for the Hidalgo County Courthouse Complex addressed 100 North Closner, Edinburg, Texas

Dear Ms. Saenz:

Halff Associates (Halff) is pleased to submit the following cost estimate to perform an assessment for Asbestos Containing Materials (ACM) for the above referenced properties. It is understood that the Hidalgo County Courthouse Complex includes the Hidalgo County Courthouse and the Annex Building. This proposal includes the proposed scope of services, project deliverables, and project costs.

#### **Assessment for Asbestos Containing Materials**

An asbestos inspector, licensed by the TDSHS, will visually assess the subject property to determine areas likely to contain ACM. Field drawings and photographs will be prepared that detail the location, condition, and quantities of the suspected ACM. Bulk samples of suspected ACM will be collected in accordance with TDSHS sampling protocol. The suspected materials will be analyzed by an asbestos bulk laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), using Polarized Light Microscopy (PLM), in accordance with Environmental Protection Agency (EPA) methodology. The laboratory report will be combined with field notes and observations to determine approximate quantities of ACM present.

Halff's sampling will not include materials such as concrete flooring, wooden or metal doors, and/or hidden inaccessible components. Halff will perform destructive sampling to a certain degree in a reasonable effort to identify suspect ACM. However, hidden materials or materials beyond reasonable access to the inspectors during the site visit (materials beneath carpet, above ceilings, within walls/crawl spaces, etc.) may not be evaluated as part of the survey. Halff will conduct a visual and physical assessment of each identified homogeneous area of suspect ACM to assess the friability and condition of the materials. Building materials identified as concrete, glass, wood, masonry, metal or rubber are not considered suspect ACM and, therefore, will not be sampled. Based on results of the visual observations, bulk samples of suspect materials will be collected from each homogeneous area by a State of Texas Licensed Asbestos Inspector in general conformance with protocols established by EPA regulation 40 CFR 763 (ASHERA) and the Texas Asbestos Health Protection Rules.



### Asbestos Survey Report

A detailed survey/letter report will be prepared for the structure included in this project, describing the area(s) and condition of the building materials that will be affected. The report will explain the inspection and sampling procedures and discuss the results. The report will include photographs, drawings showing material sample locations, areas, and approximate quantities of materials.

The total costs associated with the above services are estimated not to exceed \$16,392.00 and the project will require approximately 30 days (approximately 2 weeks for a verbal report and 2 weeks for a written report) to complete. Halff will be compensated for all services on a time and materials basis. Labor will be billed at 2.3 times salary cost and direct costs will be billed at 1.1 times actual cost. We will not incur costs or expenses for services beyond this amount without receiving prior authorization from Hidalgo County officials. It has been assumed that no more than 250 building material samples will be collected for the analysis of asbestos content. It has also been assumed that an electronic version of the building plans are available and will be provided and that the structures will be accessible for sampling activities and during normal business hours. A summary of the effort to complete the asbestos survey for the referenced property is presented in Table 1.

**TABLE 1 - PROJECT COSTS**

<b>Hidalgo County Courthouse Complex Edinburg, Texas</b>				
<b>Project Detail</b>	<b>Project Cost Description</b>	<b>Unit Cost</b>	<b>Qty</b>	<b>Cost</b>
Asbestos Consultant	Labor, Licensed Consultant to perform asbestos assessment and survey	\$109.00/hour	32	\$ 3,488
Asbestos Inspector	Labor, Licensed Inspector to perform asbestos assessment and survey	\$75.00/hour	32	\$ 2,400
Laboratory Analysis	Asbestos – Laboratory analysis of bulk samples for asbestos content by PLM (24hr TAT)	\$11.00/Sample	250	\$ 2,750
Asbestos Report	Licensed Asbestos Consultant	\$109/hour	24	\$ 2,616
	CAD	\$80/hour	24	\$ 1,920
	Administrative Assistant	\$50/hour	4	\$ 200
Travel Expense	Airfare, Lodging, Transportation	Lump		\$ 2,178
ODCs		Lump	1	\$ 500
Project Manager		\$170/hour	2	\$ 340
<b>TOTAL</b>				<b>\$ 16,392</b>

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services, but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services



Leticia H. Saenz, CPPB/Contracts Manager  
Hidalgo County Purchasing Department  
2802 South Business Hwy. 281  
Edinburg, Texas 78539  
June 2, 2011  
Page 3

provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

We hope that you will find the above satisfactory and we appreciate the opportunity to be of service to you.

Halff is a multi-disciplinary engineering firm providing a wide range of services including civil and environmental engineering, planning, and surveying. If I can furnish you with any additional information, please feel free to contact me at (214) 346-6200.

Thank you for your consideration of Halff.

Sincerely,

**HALFF ASSOCIATES, INC.**

Al Brunson  
Environmental Scientist  
Asbestos Consultant No. 105645

**Authorized by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

EXHIBIT "C"  
Work Schedule

See attached

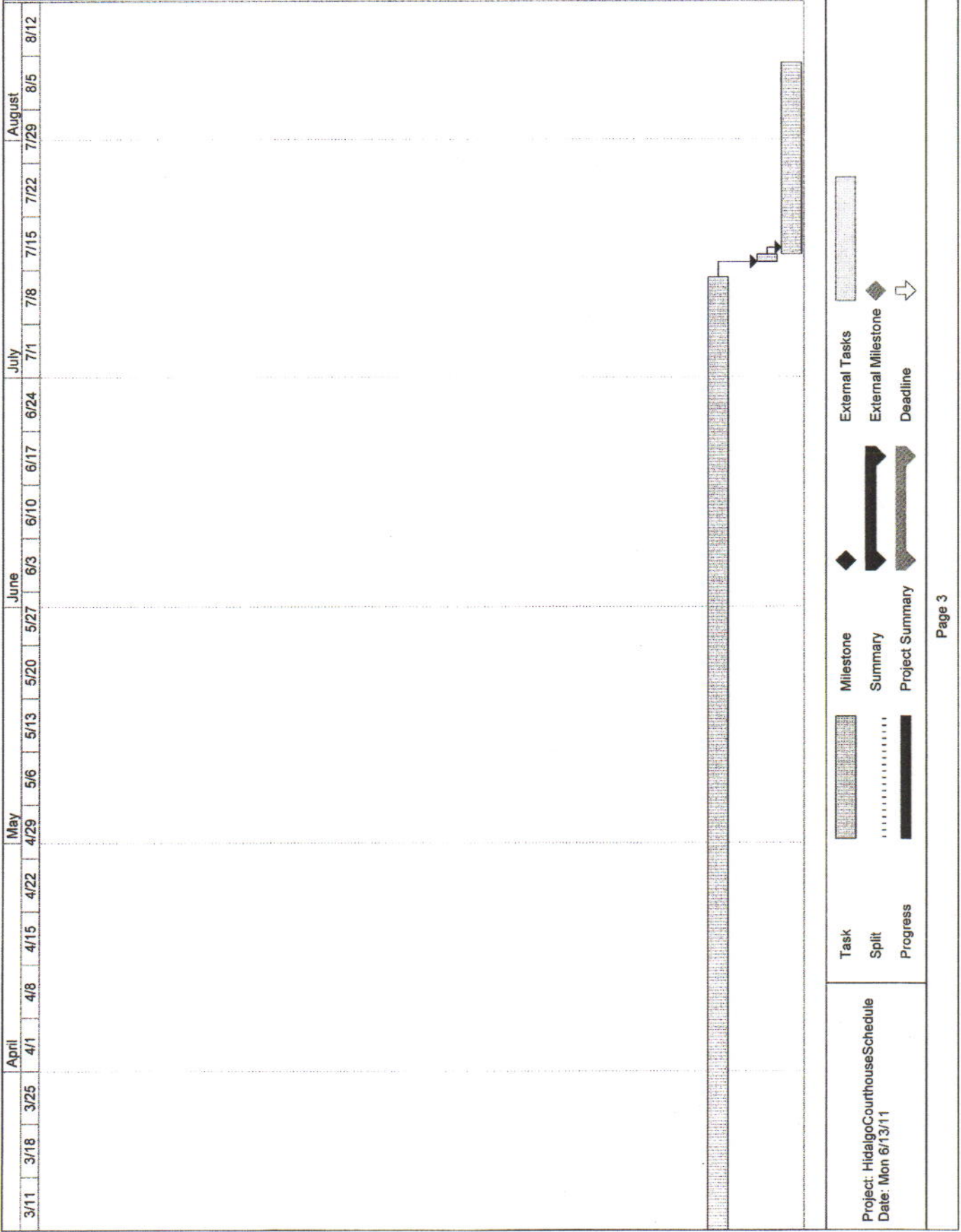
ID	Task Name	Start	Finish	3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter		
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
1	NTP	Fri 7/1/11	Fri 7/1/11															
2	Site Survey	Tue 7/5/11	Fri 7/15/11															
3																		
4	Asbestos Fieldwork	Tue 7/5/11	Fri 7/8/11															
5	Asbestos Sample Analysis	Mon 7/11/11	Fri 7/22/11															
6	Asbestos Survey Report	Mon 7/25/11	Fri 7/29/11															
7																		
8	Floor Plan Measurements	Mon 7/18/11	Fri 7/22/11															
9	Existing Conditions CAD	Mon 7/25/11	Fri 7/29/11															
10	Life Safety Inspection	Mon 8/1/11	Thu 8/4/11															
11	Owner Progress Review	Fri 8/5/11	Fri 8/5/11															
12																		
13	Fire Sprinkler Alarm Design	Mon 8/8/11	Fri 9/30/11															
14	Egress Improvements	Mon 8/8/11	Mon 9/5/11															
15	Civil Engineering	Mon 9/19/11	Fri 9/30/11															
16	Building Interiors/Fire Stair	Mon 8/8/11	Fri 9/30/11															
17	Electrical Engineering	Mon 9/12/11	Fri 9/30/11															
18																		
19	Asb. Abatement Plans/Specs	Mon 10/3/11	Fri 10/14/11															
20	Owner Review/Approval	Mon 10/17/11	Fri 10/21/11															
21																		
22	Issuance of Plans for Bid	Mon 10/24/11	Mon 10/24/11															
23	Proposal Phase	Tue 10/25/11	Wed 11/16/11															
24	Receipt of Proposals	Thu 11/17/11	Thu 11/17/11															
25	Construction Award	Tue 11/22/11	Tue 11/22/11															
26																		
27	Abatement and Monitoring	Mon 12/5/11	Fri 1/13/12															
28	Construction	Mon 1/16/12	Fri 7/13/12															
29																		
30	Substantial Completion	Mon 7/16/12	Mon 7/16/12															
31	Final Completion	Tue 7/17/12	Fri 8/10/12															

Project: Hidaigo Courthouse Schedule  
Date: Mon 6/13/11

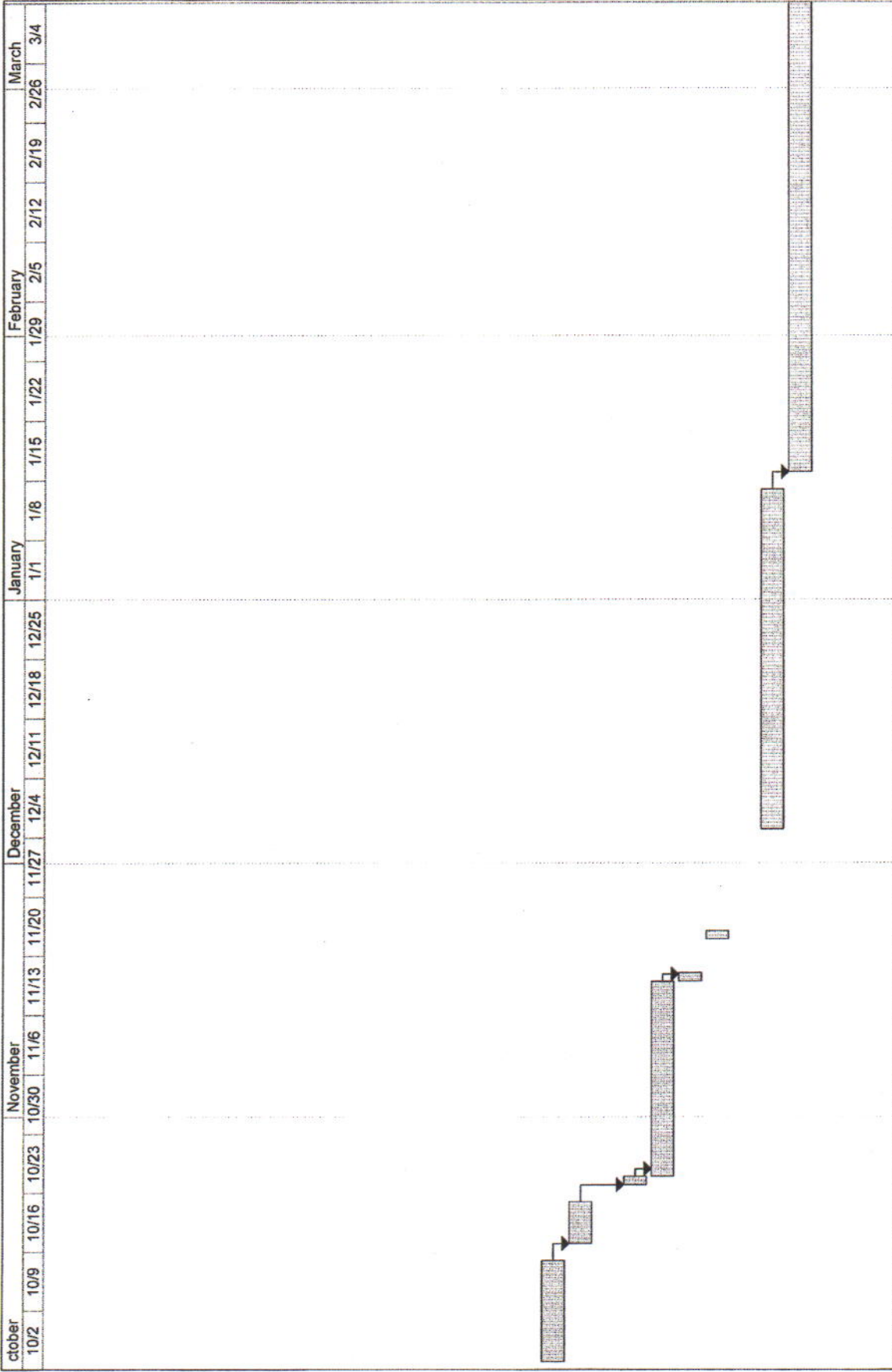
Task  
 Split  
 Progress

Milestone  
 Summary  
 Project Summary

External Tasks  
 External Milestone  
 Deadline

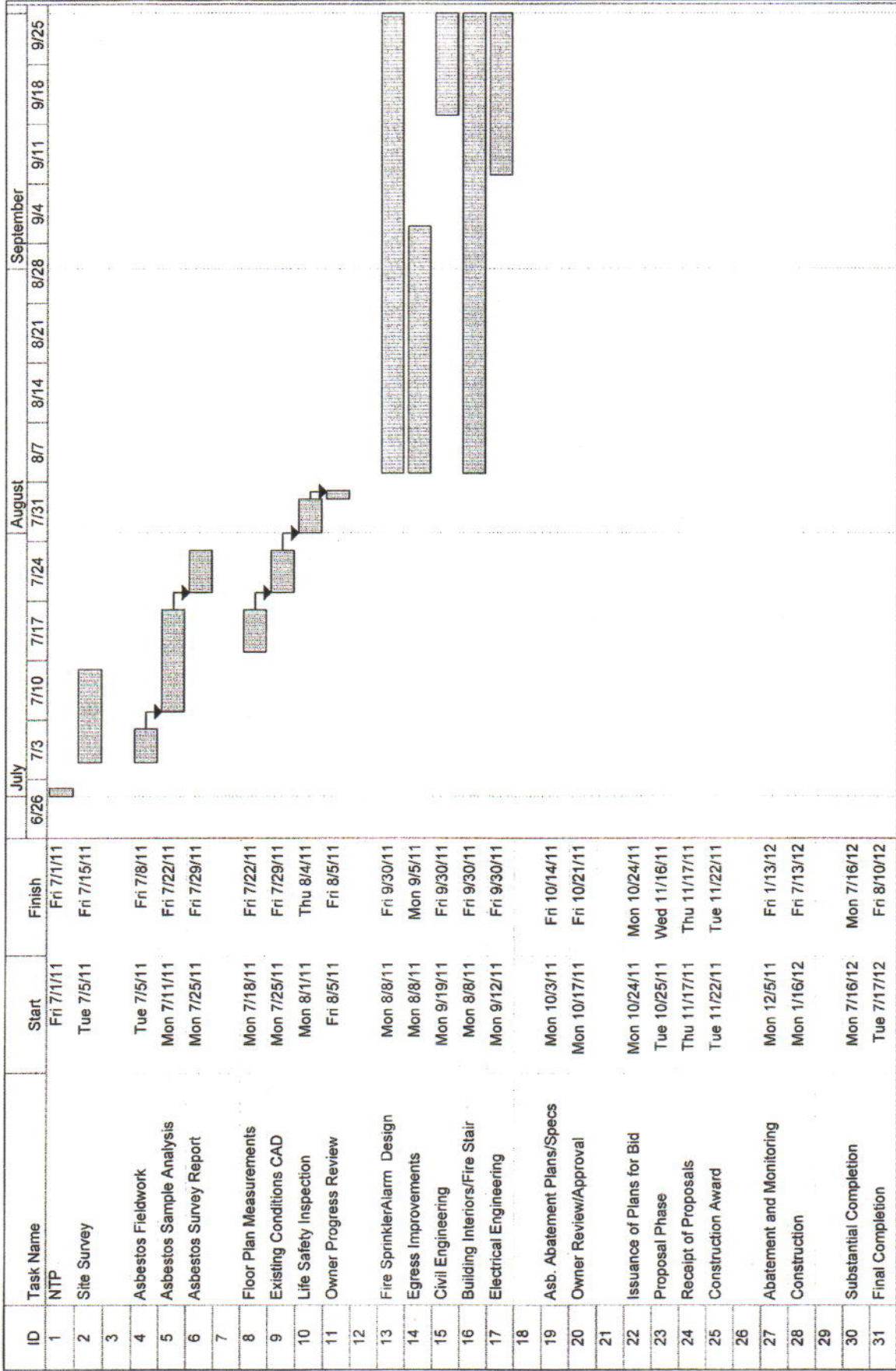


Project: Hidalgo Courthouse Schedule  
Date: Mon 6/13/11



Project: Hidalgo Courthouse Schedule  
 Date: Mon 6/13/11

	Task		Milestone		External Tasks
	Split		Summary		External Milestone
	Progress		Project Summary		Deadline



Task  
 Split  
 Progress

Milestone  
 Summary  
 Project Summary

External Tasks  
 External Milestone  
 Deadline

Project: Hidalgo Courthouse Schedule  
 Date: Mon 6/13/11

**EXHIBIT "D"**  
**COST PROPOSAL**

**Various Design Services Life Safety Improvements Hidalgo County Courthouses**

**Professional Fee:**

Survey for Design (with Topo)	\$5,000
Civil Engineering	\$2,000
Building Env/Inter + Life Safety Improvements -2	\$19,000
Structural Engineering:	\$2,000
Electrical Engineering	\$15,000
Life Safety Improvements – 1	\$39,840
Asbestos – Site Survey	\$16,392
Asbestos – Design and Monitoring	\$16,598
Project Specifications and Bid Documents	\$4,500
Bid Phase Service	\$3,000
Construction Phase Service	\$9,000
<b>Total Fee (as listed):</b>	<b>\$132,330</b>

**Exclusions:**

1. ADA/TAS registration and fees.
2. Telecommunications design.
3. Reproduction costs.
4. Reed FPE Travel Expenses (Labor is included)
5. Asbestos Notification Fees

The above listed exclusions can be provided to the County as a reimbursable expense at 1.0 multiplier, this is estimated at \$4,700.00.



AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
June 21, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

- 1. Roll Call All present
2. Pledge of Allegiance All
3. Prayer
4. Approval of Consent Agenda
5. Open Forum
6. Executive Officer - Valde Guerra:

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of \_\_\_\_\_ for the "Provision of Legal Services/Representation in connection with Litigation"

approved (C) clmgr B. AI-27125

Authority for Executive Officer to sign the Inspection Response Form from Texas Department of Licensing and Regulation - Compliance Division - Architectural Barriers for Improvements to Pct. 3 Meeting Hall & Pavilion.

approved (C) clmgr C. AI-27121

Authority for Executive Officer to sign the Inspection Response Form from Texas Department of Licensing and Regulation - Compliance Division - Architectural Barriers for Improvements to Sunset Park.

approved D. AI-27128

Approval to accept a settlement check from TCLC Enterprises, Inc. in the amount of \$235.00 to settle property damages to County vehicle. (Sheriff Office)

approved E. AI-27122

Approval to accept a settlement check from GEICO Insurance Company in the amount of \$566.75 to settle auto accident with County vehicle. (Sheriff Office)

all approved (C) clmgr F. AI-27154

Environmental Compliance:

- 1. Presentation and Discussion on the 2005 Raba-Kistner Petroleum Storage Tank Compliance Assessment ( Pct. 1, 2, 3, 4, and Sheriff's Department Complex)
2. Discussion, Consideration and Approval on establishing an Environmental Committee with representatives from each Precinct, Executive Officer and appropriate departments to implement EPA/TCEQ required regulatory mechanisms. Martha Mena, Raul Silguero, Norma Ceballos, Marcos Lopez, Yolanda Chapa
3. Discussion, Consideration and Approval to:
a. compile a county-wide database of above-ground storage tanks (AST) and under-ground storage tanks (UST) through visual inspections and data from Fixed-Assets
b. Initiate TCEQ compliance permits for all county ASTs, USTs and air burners

A. AI-27069

Approval of clarification of salary for one (1) Technician II position, slot # 200-001-0030 Grade 6 approved by Comm. Court on 07/13/10.

no action

B.

Budget Appropriations:

1. AI-27078

Pct. #1 R & B (1200):

Approval of 2011 appropriation of funds for Pct. 1 Administration, program #004, & Road Maintenance, program #005, in the amount of \$200,500.00 to fund various operating expenditures.

approved

21.

Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT (S)/CHECK(S).

A.

Hidalgo County

nothing to report

Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

2.

Presentation for discussion, consideration and action

Including, but not limited to, the following items in connection with New Adult Detention Center:

nothing to report a-c

- a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
- b) Construction of additional pod(s)
- c) Selection and engagement of an architect for the construction of additional pods

3.

Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

nothing to report

- a) Renovations of administration building
- b) Other ongoing county owned building construction, renovation repair projects
- c) Emergency situations occurring since last agenda meeting

4. AI-27034

a. Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year term extensions with NORMA HERNANDEZ d/b/a CV SERVICES as provided in the current contract for: "Vending Machine Services" for Hidalgo County, under the same rates, terms and conditions (effective: 06/22/11-06/21/12).

no action a-d

b. Discussion and applicable action for Commissioners' Court to entertain the option to offer vendor a payment plan (i.e. promissory note) to collect past due energy reimbursements

c. Other options.

d. Authority to advertise for Vending Machine Services.

approved

e. Option to exercise a 60 day grace period extension as provided under current agreement, with Norma Hernandez d/b/a CV Services.

5. AI-27097

a. Pursuant to Article 14 of the current agreement-C-10-340-10-19, Half Associates is requesting approval to engage the services of a consultant/sub-contractor (REED Fire Protection Engineering, L.L.C.) with adherence to insurance provisions required by said article;

approved

b. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of \$135,280.00) as submitted by project engineer, Half Associates, Inc. to provide engineering servies for Project: "Various Design Services to provide Life Safety Improvements to the Hidalgo County Courthouse (i.e fire alarm & suppression, environmental abatement)" located at 100 N. Closner, Edinburg, Texas, through Contract #C-10-340-10-19.

approved