

**DRAINAGE DISTRICT**

**Meeting Date:** 03/27/2012

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Presentation of scoring grid of the firms graded and evaluated through the District's "Pool" of Engineers for the purpose of ranking by the Hidalgo County Drainage District No.1 Board of Directors in connection with Engineering Services for Hidalgo County Drainage District No.1-"Alamo Drain/Crossing."

FIRM NAME	SCORE	RANK
R. GUTIERREZ ENGINEERING CORPORATION	91	
QUINTANILLA, HEADLEY & ASSOCIATES, INC.	87	
JAVIER HINOJOSA ENGINEERING	86	

B. Pursuant to the Boards approval requesting authority for Hidalgo County Drainage District No.1 to negotiate and execute Contract with the number one ranked firm of \_\_\_\_\_ for Engineering Services Hidalgo County Drainage District No.1 "Alamo Drain/Crossing."

C. Presentation of scoring grid of the firms graded and evaluated through the District's "Pool" of Engineers for the purpose of ranking by the Hidalgo County Drainage District No.1 Board of Directors in connection with Engineering Services for Hidalgo County Drainage District No.1-"Main Floodway Channel Weir No.2/Armoring/Repairs"

FIRM NAME	SCORE	RANK
ENTECH CIVIL ENGINEERS, INC.	90	
S&B INFRASTRUCTURE, LTD.	88	
MELDEN & HUNT, INC.	84	

D. Pursuant to the Boards approval requesting authority for Hidalgo County Drainage District No.1 to negotiate and execute Contract with the number one ranked firm of \_\_\_\_\_ for Engineering Services Hidalgo County Drainage District No.1-"Main Floodway Channel Weir No.2/Armoring/Repairs."

E. Presentation of scoring grid of the firms graded and evaluated through the District's "Pool" of Engineers for the purpose of ranking by the Hidalgo County Drainage District No.1 Board of Directors in connection with Engineering Services for Hidalgo County Drainage District No.1-"RD-Faysville Lateral."

FIRM NAME	SCORE	RANK
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L&G ENGINEERING	92	
S&B INFRASTRUCTURE, LTD.	89	
ENTECH CIVIL ENGINEERS, INC.	84	

F. Pursuant to the Boards approval requesting authority for Hidalgo County Drainage District No.1 to negotiate and execute Contract with the number one ranked firm of \_\_\_\_\_ for Engineering Services Hidalgo County Drainage District No.1-"RD-Faysville Lateral."

G. Requesting approval to execute "Membership Agreement" with National Joint Power Alliance (NJPA) thus allowing the Drainage District to expand procurement resources that are compliant with bidding requirements. NO Membership dues or fees required.

H. Requesting approval of Supplemental Agreement No.3 with Dos Logistics, Inc. as it relates to East Lateral Drain, contract date extended to April 24, 2013.

**BACKGROUND**

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**Attachments**

NJPA Membership Agreement

NJPA Legal approval

SUPPLEMENTAL AGREEMENT NO. 3

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	03/21/2012 03:26 PM
Perla Lopez	Perla Lopez	03/21/2012 03:48 PM
Final Approval	Monica Badillo	03/23/2012 02:47 PM
Form Started By: Jaime Salazar		Started On: 03/21/2012 01:21 PM
	Final Approval Date: 03/23/2012	

**MEMBERSHIP AGREEMENT  
PARTICIPATING MEMBER**



**This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between National Joint Powers Alliance®, hereinafter referred to as "NJPA" and  
\_\_\_\_\_ hereinafter referred to as the "Applicant".**

**Witnesseth:**

That for a good and valuable consideration of the premises, mutual terms, covenants, provisions, and conditions hereafter set forth, it is agreed by and between the parties as follows:

*Whereas, the NJPA is created by Minnesota Statute §123A.21 (with membership further defined in M.S. §471.59) to serve cities, counties, towns, public or private schools, political subdivisions of Minnesota or another state, another state, any agency of the State of Minnesota or the United States including instrumentalities of a governmental unit and all non-profits; and*

*Whereas, NJPA's purpose as defined in M.S. §123A.21 is to assist in meeting specific needs of clients which could be better provided by NJPA than by the members themselves; and*

*Whereas, the NJPA Board of Directors has established the ability for an "Applicant" desiring to participate in NJPA contracts and procurement programs to become a Participating Member; and*

*Whereas, the NJPA Board of Directors has determined that Participating Members will have no financial or organizational liability to NJPA or to its organizational activities;*

**Now Therefore,** it is hereby stipulated and agreed that the "Applicant" Agency desires to be a Participating Member of NJPA with contract purchasing benefits, in accordance with terms and conditions of the applicable contract(s), and that NJPA hereby grants said Membership to said "Applicant."

**Term:**

This continuing agreement shall remain in force or until either party elects to dissolve the Agreement by written notice.

**THEREFORE, IN WITNESS THEREOF,**

the parties hereto have executed this Agreement the day and year written above.

**National Joint Powers Alliance®  
202 12<sup>th</sup> Street NE  
Staples, MN 56479**

**Member Name:**

By \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Its \_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**MEMBERSHIP AGREEMENT  
PARTICIPATING MEMBER**



**PATICIPATING MEMBER INFORMATION**

Applicant Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Federal ID Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Website: \_\_\_\_\_

Please indicate an address to which your Membership materials may be delivered.

Thank you.

**APPLICANT ORGANIZATION TYPE:**

- K-12
- Government or Municipality
- Higher Education
- Non-Profit
- Other (please specify):

**I WAS REFERRED BY:** (please specify)

- Advertisement \_\_\_\_\_
- Current NJPA Member \_\_\_\_\_
- Vendor Representative \_\_\_\_\_
- Trade Show \_\_\_\_\_
- NJPA Website \_\_\_\_\_
- Other \_\_\_\_\_

**Completed applications may be returned to:**

National Joint Powers Alliance ®  
202 12<sup>TH</sup> Street NE  
Staples, MN 56479

**Duff Erholtz**

Phone 218-894-5490  
Fax 218-894-3045  
E-mail [duff.erholtz@njpacoop.org](mailto:duff.erholtz@njpacoop.org)

## Jaime Salazar

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**From:** Heather De La Garza [hdelagarza@atlashall.com]  
**Sent:** Monday, March 12, 2012 4:34 PM  
**To:** Jaime Salazar  
**Cc:** Steve Crain  
**Subject:** FW: National Joint Power Alliance Agreement

**Importance:** High

Jaime,

Good afternoon! We have completed our review of the information provided by the Hidalgo County Purchasing Department on the NJPA Membership Agreement, the cited Minnesota statutes in the NJPA pamphlet, and the Texas Interlocal Cooperation Act, Tex. Gov't Code Chapter 791 (Sec. 791.025).

Based on our review of the above we believe it is okay for the County to enter into the Membership Agreement with the NJPA, if it is the same as the one the County entered into in 2011. Please do not hesitate to contact us if you have any questions.

Regards,  
Heather

Heather De La Garza  
Attorney  
**ATLAS & HALL, L.L.P.**  
818 Pecan (78501)  
P.O. Box 3725  
McAllen, Texas 78502  
(956) 682-5501  
(956) 686-6109 (fax)  
[www.atlashall.com](http://www.atlashall.com)

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This communication does not reflect an intention by the sender or the sender's client to conduct a transaction or make any agreement by electronic means. Nothing in this message or in any attachment shall satisfy the requirements for a writing, or constitute a contract.

**EXHIBIT "F"**  
**Supplemental Agreement Form**

THE STATE OF TEXAS       §  
  §  
COUNTY OF HIDALGO       §

**SUPPLEMENTAL AGREEMENT NO. 3**  
**TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between the **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, hereinafter called the "**Owner**", and **Dos Logistics, Inc.**, professional engineers of Weslaco, Texas, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the agreement on 24th day of April 2007 *East Lateral Drain* (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article 3.2 of the Agreement, **Extension of the Termination Date**. Establishes The **Engineer** shall notify the **Owner** in writing as soon as possible if it determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

**WHEREAS**, It has become necessary to amend the contract to extend the Termination Date of this contract for a period of one year while awaiting for project funding.

**AGREEMENT**

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Article 3.1 **Termination Date**. This Agreement shall terminate at close of business on 4-24-2013 (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the

Dos Logistics, Inc.  
*East Lateral Drain*

**Supplemental Agreement No. 3**

**EXHIBIT "F"**  
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**Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 2012.

**THE ENGINEER:**  
**Dos Logistics, Inc.**

**BY:** Eric Ybarra President

**OWNER:**  
**HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

**BY:** \_\_\_\_\_,  
\_\_\_\_\_, Chairman of the Board

Dos Logistics, Inc.  
*East Lateral Drain*

**Supplemental Agreement No. 3**

**EXHIBIT "F"**  
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