

HIDALGO COUNTY

Professional Engineering Services

Contract # C-11-291-01-24

Work Authorization Form

CORRECTED WORK AUTHORIZATION No. 01

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 Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures / Three (3) Modular Buildings to the existing 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 \$55,625.00. 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. 2-1342-419-40-220-048-0-720.

Requisition Number 222314 (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, Commissioner

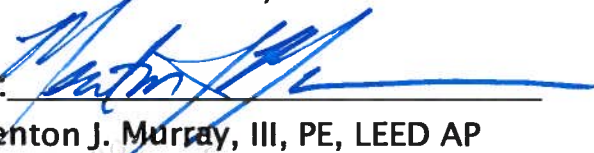
By:  _____
Valde Guerra, Executive Officer (P.O.C)

PART 8. ACCEPTANCE AND APPROVAL

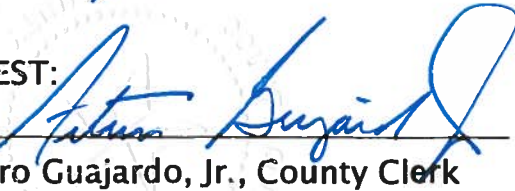
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 9/11/12 as indicated below and effective as of 11th day of September 2012.

THE ENGINEER:
HALFF ASSOCIATES, INC.

THE OWNER:
HIDALGO COUNTY

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

By:  _____
Hon. Ramon Garcia, County Judge

ATTEST:
By:  _____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 9/11/12 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



Tuesday, September 04, 2012

Leticia Saenz
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539

Ref: Rates on Fee Schedule spreadsheet "Installation Infrastructure Engineering, Drawings & Specification for the Addition of Annex Structures"

Please let this letter serve as confirmation of the Rates used on the Fee Schedule submitted as Halff Associates' Best and Final Offer for the project listed above. The Rates are different from "Exhibit D Engineers' Contract Rate" of our Contract #C11-291-01-24 with the County.

Should you have any questions please feel free to contact Mr. Trey Murray myself.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Dearmin".

Tom Dearmin, PE, LEED AP

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-11-291-01-24) with Hidalgo County for Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures / Three (3) Modular Buildings to the existing Hidalgo County Courthouse. Specifically, this proposal is for the A/E design services necessary to produce construction documents for (#1) Design infrastructure for three (3) modular buildings being supplied by Ramtech through contract #335-10 Project #2012-204-0GG and (#2) Provide design for revised parking lots with fencing. As such, we understand the following scope of work:

SCOPE OF SERVICES

Data Acquisition/Design Phase Services:

1. Drafting of Existing conditions for use as Backgrounds.
2. Site Visits for Design (2 visits).
3. Plan Meetings for Design (2 visits).
4. Civil Engineering.
5. Deck and ADA Ramp Design.
6. Parking and Sidewalk Design.
7. Electrical Service from AEP.
8. Verify New Loads.
9. Size Electrical Services and Feeders.
10. Plumbing Services.
11. 95% Review Meeting.
12. Specifications.
13. Issue Sealed Drawings.

Bid Phase Services:

1. Printing coordination.
2. Pre-Bid Meeting.
3. Response to RFI's.
4. Bid Evaluation Assistance.
5. Attendance of Board Meeting for Project Award (1 Meeting).

Construction Phase Services:

1. Submittal Review.
2. Response to RFI's.
3. Pre-Construction Meeting (1 Visit)
4. Site Observation Visits and Reports (3 Visits).
5. Attendance of Board Meeting (2 Meetings).

EXHIBIT "C"
Work Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	Notice to Proceed (A/E)	1 day	Wed 9/12/12	Wed 9/12/12		HCPD
2	Site Survey	2 days	Thu 9/13/12	Fri 9/14/12	1	Half - Garcia
3	Civil Engineering	7 days	Mon 9/17/12	Tue 9/25/12	2	Half - Steenz
4	Parking and Walkways	7 days	Mon 9/17/12	Tue 9/25/12		
5	Drainage	5 days	Mon 9/17/12	Fri 9/21/12		
6	Electrical Engineering	4 days	Wed 9/12/12	Mon 9/17/12		Half - Desamin
7	AEP Coordination	3 days	Thu 9/13/12	Mon 9/17/12		
8	Load Calcs	3 days	Wed 9/12/12	Fri 9/14/12		
9	Feeders	3 days	Thu 9/13/12	Mon 9/17/12		
10	Plumbing Engineering	3 days	Fri 9/14/12	Tue 9/18/12		Half - Murray
11	HVAC Engineering	3 days	Thu 9/13/12	Mon 9/17/12		Half - Murray
12	ADA Review	5 days	Mon 9/24/12	Fri 9/28/12		Covacevich
13	Issue plans to JOC	1 day	Tue 9/25/12	Tue 9/25/12		Half
14	JOC Pricing	5 days	Wed 9/26/12	Tue 10/2/12	13	CAS
15	JOC Negotiations	3 days	Wed 10/3/12	Fri 10/5/12	14	CAS/Half/HCPD
16	JOC NTP	1 day	Mon 10/8/12	Mon 10/8/12	15	HCPD
17	Construction	25 days	Tue 10/9/12	Mon 11/12/12	16	CAS
18	Substantial Completion	1 day	Tue 11/13/12	Tue 11/13/12	17	CAS/Half
19	Final Completion	15 days	Wed 11/14/12	Tue 12/4/12	18	CAS/Half



Project: Courthouse Mod Bldg Timeline
 Date: Thu 9/6/12

Legend:
 Summary: [Bar with arrow]
 Project Summary: [Bar with arrow]
 Progress: [Bar with arrow]
 Milestone: [Bar with arrow]
 External Tasks: [Bar with arrow]
 External Milestone: [Bar with arrow]
 Deadline: [Bar with arrow]

EXHIBIT "D"
COST PROPOSAL

Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures / Three (3) Modular Buildings to the existing Hidalgo County Courthouse.

Various Design Services Modular Building Additions Hidalgo County Courthouse

Professional Fee:

Survey for Design (with Topo)	\$ 1,040
Civil Engineering	\$ 9,060
Mechanical/Plumbing Engineering:	\$ 2,560
Electrical Engineering	\$ 9,040
ADA Compliance (Sub Consultant)	\$ 1,525
ADA Coordination	\$ 1,200
Geotechnical Report (Sub Consultant)	\$ 5,000
Geotechnical Coordination	\$ 1,200
Architectural (Sub Consultant-Dannabaum)	\$ 12,000
Project Specifications and Bid Documents	\$ 1,360
Bid Phase Service	\$ 1,620
Construction Phase Service	\$10,020
Total Fee (as listed):	\$55,625

Exclusions:

1. Telecommunications design (Design included rough-in only).
2. Reproduction costs.

The above listed exclusions can be provided to the County as a reimbursable expense at 1.0 multiplier.

Friday, August 31, 2012

Hidalgo County Commissioner's Court
100 East Cano, 1st Floor
(Commissioner's Court Room)
Edinburg, Texas 78539

Ref: Work Authorization #01-Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures / Three (3) Modular Buildings to the existing Hidalgo County Courthouse.

Per our Contract C-11-291-01-24, Article 14, Halff Associates request approval to subcontract Architectural design work with Dannenbaum, Inc. Architectural work shall include stairs, ramps, decks, and canopies necessary for access to modular buildings.

A copy of Dannenbaum, Inc. proposal is attached. Halff Associates and Dannenbaum, Inc., shall adhere to Article 14 as stated in the contract. Should you need any additional information, please do not hesitate to let me know as soon as possible at 956-664-0286.

Sincerely,



Menton J. Murray, III, PE, LEED AP
Vice President/ Branch Manager



Dearmin, Tom

From: Steve McGarraugh <Steve.McGarraugh@dannenbaum.com>
Sent: Friday, August 31, 2012 3:01 PM
To: Dearmin, Tom
Subject: Architectural Services for Court House project

Mr. Dearmin,

Per our conversation, I agree to subcontract to Halff Associates for Architectural and Structural Engineering services to design ramps, stairs, decks and canopies for the temporary buildings being installed at the northwest corner of the Hidalgo County Courthouse property. The design shall meet the requirements of all applicable codes. I intend to subcontract CLH Engineering, Inc. for the Structural Engineering portion of this work.

Our proposed fee of \$12,000.00 includes \$9,000 for Architectural Services and \$3,000 for Structural Engineering. This fee includes design as well as coordination meetings and limited construction phase services including periodic inspections and project meetings. Please coordinate with me for preparation of contract documents.

I appreciate the opportunity and look forward to working with you on this project. Please let me know if you have any questions.

Respectfully,
Steve

DANNENBAUM

Steven L McGarraugh AIA

Project Architect

Dannenbaum Engineering Company – McAllen, LLC

1109 Nolana Loop, Suite 208

McAllen, Texas 78504

(956)682-3677 Office

(956)429-0542 Direct

(956)686-1822 Fax

(956)456-9828 Mobile

steve.mcgarraugh@dannenbaum.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barmore Insurance Agency 8511 Sam Houston Parkway E Houston TX 77075	CONTACT NAME: PHONE (A/C No. Ext): 713-209-2800		FAX (A/C, No): 713-209-2899
	E-MAIL ADDRESS:		
INSURED DANNE-1 Dannenbaum Engineering Corp., ETAL P O Box 22292 Houston TX 77027	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :Continental Casualty		20443
	INSURER B :Valley Forge Insurance Co		20508
	INSURER C :Continental Insurance Co.		35289
	INSURER D :Transportation Ins. Co.		20494
	INSURER E :Catlin Specialty Insurance		15989
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 1266564351 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont. Liab.Incl'd GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			2053853648	6/1/2012	6/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$700,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			1015348305	6/1/2012	6/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			2053853049	6/1/2012	6/1/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	1022022126	6/1/2012	6/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability Claims Made RET Date 4/1/03			AEH254055021	4/1/2012	4/1/2013	Per Claim 2000000 Aggregate 4000000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Professional Services Agreement No. C-11-097-05-10;Remodeling, Alterations and Repairs to existing structures and/or buildings under a form of an AIA Agreement as required within the areas of Hidalgo County Precinct No.4 ;DEC Project No. 0047-10

See Attached...

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County 3100 South Business Highway 281, Suite D Endinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Barmore Insurance Agency		NAMED INSURED Dannenbaum Engineering Corp., ETAL	
POLICY NUMBER		P O Box 22292 Houston TX 77027	
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto and Workers' Compensation policy includes a Blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability is primary and non-contributory to other insurance when required by written contract.

Workers Compensation includes coverage for executive officers.

30-Day Notice of Cancellation is provided per the policy terms and conditions.

FULL NAMED INSURED: Dannenbaum Engineering Corporation; Office Properties, Inc., Civil Engineering Corporation, A Dannenbaum Engineering Company; Dannenbaum Engineering Corp/Klotz Associates, Inc., A Joint Venture; Dannenbaum Environmental Corporation; Engineering Holding Corporation; Dannenbaum Engineering Company-Houston, LLC; Dannenbaum Engineering Company-Austin, LLC; Dannenbaum Engineering Company-Dallas, LLC; Dannenbaum Engineering Company-Fort Worth, LLC; Dannenbaum Engineering Company-McAllen, LLC; Dannenbaum Engineering Company-Laredo, LLC; Grand Parkway Consultants, LLC; Dannenbaum/Gerwick Joint Venture; Dannenbaum, Dodson & ECS, Joint Venture; Dannenbaum Engineering Company-El Paso, LLC, DECTEC, LLC, DSM JTF, Dannenbaum, Dodson and Terra Nova JV

Monday, August 27, 2012

Hidalgo County Commissioner's Court
100 East Cano, 1st Floor
(Commissioner's Court Room)
Edinburg, Texas 78539

Ref: Work Authorization #01 Modular Building Additions Hidalgo County Courthouse –
A/E Design Services necessary to produce Construction Documents for (#1) Design infrastructure
for three (3) modular buildings being supplied by Ramtech through Contract #335-10, Project
#2012-204-0GG (#2) Provide design of revised parking lots with fencing.

Per our Contract C-11-291-01-24, Article 14, Halff Associates request approval to subcontract with
Anthony Covacevich, Registered Accessibility Specialist, for ADA Compliance work related the
project listed above in Work Authorization #01.

A copy of Anthony Covacevich, Registered Accessibility Specialist is attached. Halff Associates
and Anthony Covacevich shall adhere to Article 14 as stated in the contract. Should you need any
additional information, please do not hesitate to let me know as soon as possible at 956-664-0286.

Sincerely,



Merton J. Murray, III, PE, LEED AP
Vice President/ Branch Manager



Thursday, August 16, 2012

Anthony Covacevich

Registered Accessibility Specialist #97
401 Southgate Circle
Weslaco, Texas 78596
956.279.0910

Proposal to Half Associates, Inc. Modular building addition to Hidalgo County Courthouse

Tom,

After reviewing the site plan and plans for the modular, I proposed to do the plans review for these two modular and the site for \$600 plan review, \$750 for inspection and the \$175 registration fee (register as one project). This will include any meetings I may need to have with you or the County.

Thanks!

Anthony Covacevich

Registered Accessibility Specialist #97



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/25/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DELTA GENERAL AGENCY PO BOX 2045 HOUSTON TX 77252		CONTACT NAME: MONTALVO INS AGENCY INC PHONE (A/C, No, Ext): 956-968-5521 FAX (A/C, No): 956-969-9198 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: CENTURY SURETY COMPANY NAIC # 36951 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED COVACEVICH, ANTHONY 401 SOUTHGATE CIRCLE WESLACO TX 78596			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L. LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		CCP785680	05/16/2012	05/16/2013	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			W/C STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**
 HIDALGO COUNTY
 2812 S. BUSINESS HWY 281

EDINBURG TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


 License Data Search Results: [Search Again](#) | [Back](#)
Registered Accessibility Specialists 8 Records Found

License#	Exp Date	Name	City	Zip	County	Phone
RAS - 97	02/27/2013	COVACEVICH, ANTHONY	WESLACO TX	78566	HIDALGO	(956) 279-0910
RAS - 131	02/10/2012 ^{Expired}	GUERRERO, JOSE R	MCALLEN TX	78501	HIDALGO	(956) 279-5584
RAS - 169	01/11/2013	SAENZ, ROBERT J	MCALLEN TX	78504	HIDALGO	(956) 533-0938
RAS - 267	07/07/2013	MOLINA, RODOLFO R JR	MCALLEN TX	78501	HIDALGO	(956) 688-5656
RAS - 413	03/09/2011 ^{Expired}	THOMPSON, LARRY E	PHARR TX	78577	HIDALGO	(956) 207-0590
RAS - 1019	11/18/2012	HERNANDEZ, ROBERTO	MISSION TX	78572	HIDALGO	(956) 451-6148
RAS - 1020	08/17/2012	GAMA, JUAN	MCALLEN TX	78504	HIDALGO	(956) 607-8059
RAS - 1230	11/09/2012	MENDEZ, JOSE LUIS JR	SAN JUAN	78589	HIDALGO	(956) 342-6460

If license not found, please contact Customer Service at 800-803-9202

[Search Again](#) | [Back](#)

[Privacy and Security Policy](#) | [Accessibility](#) | [Open Records Policy](#) | [Link Policy](#) | [Compact with Texans](#)
[Texas Online](#) | [TRAIL Search](#) | [Texas Homeland Security](#) | [Links](#) | [Where the Money Goes](#)

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Insurance Company

State Farm Mutual Automobile Insurance Company
Agent or Producer 6040-116
RUBEN CARDENAS
PHONE# (956)968-4554

Vehicle - Year, Make, Model of Covered Vehicle, VIN

2 2002 TOYOTA AVALON
4T1BF28B42U222752
3 2008 DODGE DAKOTA
1D7HE38K58S570187

TEXAS OPERATION CENTER PHONE # 1-800-252-7645

Policy Number 071 7105-B21-53H
SFPP 0048569525

Insured COVACEVICH, ANTHONY & LETICIA
401 SOUTHGATE CIR
WESLACO TX 78596-7024

Renewal Effective Date Renewal Expiration Date

AUG 21 2012 to FEB 21 2013

Coverages

VEH 2 A B2 D1-200 D2-500 H120 R35 C 565A
VEH 3 A B2 D1-200 D2-500 H120 R35 C

Drivers:

ANTHONY LETICIA
MARIA ANDRES

(01b031me)

KEEP THIS LIABILITY INSURANCE CARD

MUTL VOL

Affidavit & Indemnity Agreement

Date: 9/10/2012

Affiant: ANTHONY COVACEVICH
ACC

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant, ANTHONY COVACEVICH ^{dba ACC} states he is a sole proprietor doing business as ANTHONY COVACEVICH CONSULTANTS with Hidalgo County under a subcontractual agreement with _____ dated _____. Affiant will provide _____

TEXAS ACCESSIBILITY STANDARDS SERVICES

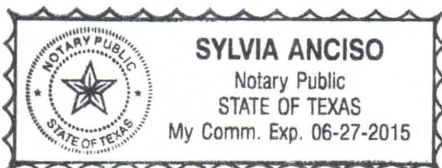
Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

Anthony Covacevich

SWORN AND SUBSCRIBED TO under oath before me on 09/10/12



[Signature]
Notary Public, State of Texas

Monday, August 27, 2012

Hidalgo County Commissioner's Court
100 East Cano, 1st Floor
(Commissioner's Court Room)
Edinburg, Texas 78539

Ref: Work Authorization #01 Modular Building Additions Hidalgo County Courthouse –
A/E Design Services necessary to produce Construction Documents for (#1) Design infrastructure
for three (3) modular buildings being supplied by Ramtech through Contract #335-10, Project
#2012-204-0GG (#2) Provide design of revised parking lots with fencing.

Per our Contract C-11-291-01-24, Article 14, Halff Associates request approval to subcontract with
Raba Kistner Consultants, Inc., Geotechnical Report work related the project listed above in Work
Authorization #01.

A copy of Raba Kistner Consultants, Inc. proposal is attached. Halff Associates and Raba Kistner
Consultants, Inc., shall adhere to Article 14 as stated in the contract. Should you need any
additional information, please do not hesitate to let me know as soon as possible at 956-664-0286.

Sincerely,



Menton J. Murray, III, PE, LEED AP
Vice President/ Branch Manager





Proposal No. PMA12-070-00
August 16, 2012

Mr. Thomas E. Dearmin, P.E., LEED®AP
Electrical Department Manager
Halff Associates, Inc.
5000 West Military, Suite 100
McAllen, Texas 78503

Re: **Proposal for Geotechnical Engineering Services
Proposed Two County Courts Building Additions to the
Hidalgo County Courthouse Facility
100 North Closner Boulevard (U.S. Business 281)
Edinburg, Hidalgo County, Texas**

Dear Mr. Dearmin:

On the basis of the documents provide to our office via electronic-mail attachment on Tuesday, August 14, 2012 and our telephone conversations held with you throughout this week, we thank you for selecting Raba Kistner Consultants, Inc. (RKCI) to submit this quote for Geotechnical Engineering Services to Halff Associates, Inc. (CLIENT) for the above-referenced project. The broad objectives of our study will be to determine subsurface conditions at the subject site and to provide foundation design and construction recommendations for the proposed county courts building additions. Described in this letter are:

- our understanding of pertinent project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our project lump sum fee.

PROJECT DESCRIPTION

We understand that the proposed project consists of the design and construction of: 1) a single-story, rectangle-shaped, free-standing, approximately 5,264 ft², six office capacity (with two courtrooms) modular building and 2) a single-story, rectangle-shaped, free-standing, approximately 7,952 ft², twelve office capacity (with three courtrooms) modular building to be located within the northwestern portion of the existing Hidalgo County Courthouse facility, situated at 100 North Closner Boulevard (U.S. Business 281) in Edinburg, Hidalgo County Texas. The proposed county courts building additions are expected to create relatively light to moderate loads to be carried by the foundation systems, which are planned to be either shallow or deep foundation systems. We understand that the area proposed for the building additions is an asphalt-paved parking lots area, currently used by the courthouse staff.

FIELD STUDY

To assess subsurface conditions at the subject site, we propose to conduct two borings within the footprints of the proposed building additions extending down to maximum depths of 25 ft each below the existing pavement surface elevations. Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks. Our scope of services does not include surveying of the boring locations. However, RKCI recommends that the final boring locations be surveyed in the field by the CLIENT or their representative.

Samples will be taken using conventional split-spoon and/or Shelby tube sampling techniques in general accordance with applicable American Society for Testing and Materials (ASTM) standards. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

Upon completion of drilling activities, water level readings, if applicable, will be recorded in the open boreholes and the boreholes will be backfilled using the auger cuttings generated during the drilling operations. The upper two inches of each borehole will be patched with cold-mix asphalt up to the existing asphalt-paved surface level.

LABORATORY STUDY

Upon completion of the subsurface exploration, a general testing program will be designed to define the classification and shrink/swell characteristics of the subsurface strata. The laboratory testing is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, unconfined compressive strength determinations, dry unit weight determinations, a corrosivity testing (including pH, electrical resistivity, and sulfate and chloride content determinations), and grain size analyses. The laboratory testing will be performed in general accordance with applicable ASTM standards.

ENGINEERING ANALYSIS AND REPORT

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. Included therein will be recommendations concerning the design and construction of the foundation and pavement systems for the proposed county courts building additions. The Geotechnical Engineering Report may also include the following information and recommendations:

- A summary of the field and laboratory sampling and testing program;
- Boring logs and laboratory testing results;
- A review of the general site conditions including a description of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Foundation design considerations and recommendations, including:

- expansive, soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by the Texas Department of Transportation (TxDOT);
 - methods for reducing expansive, soil-related movements to about 1 inch; which is the typical tolerance for ground-supported floor slabs in this region;
 - shallow and/or deep foundation recommendations;
 - available soil-bearing pressures;
 - settlement estimations, where applicable; and
 - groundwater considerations.
- Foundation construction considerations, including:
 - site drainage;
 - site preparation;
 - select fill materials;
 - shallow and/or deep foundation excavations;
 - potential reuse of on-site materials as select fill materials;
 - excavation considerations; and
 - fill placement compaction requirements.
 - Seismic region condition evaluations.

Also included in the report will be general guidelines for the construction of pavements for the proposed parking and driveway areas. These guidelines will be based on the results of classification testing completed on specimens from the pavement areas and on our experience with similar soils.

Since site grading plans can result in changes in the foundation and pavement subgrade conditions, final site grading plans will be helpful information in the preparation of engineering recommendations. In the absence of final site grading information, we will prepare recommendations based on the existing ground surface elevations. Also, specific information concerning anticipated traffic loadings and frequencies for the pavement areas will be critical in the preparation of pavement recommendations.

The final report will be reproduced in three, spirally-bound copies.

TENTATIVE PROJECT SCHEDULE

Based on our present workload and weather permitting, it is anticipated that the field exploration phase of this study can begin within three working days of receiving written authorization to proceed, provided that the site is accessible to our truck-mounted drill rigs and the CLIENT has supplied us with all available information regarding existing utilities and below-grade structures on site. The field exploration and laboratory testing phases of the study are expected to take approximately five working days to complete. The engineering report will be submitted within an additional four working days following completion of

the laboratory testing. The above schedule does not account for delays due to inclement weather. We will be pleased to provide the design team with verbal design information as the data becomes available.

LUMP SUM COST

The total lump sum cost for the study outlined herein is \$5,000.00. Please note that this lump sum cost reflect the overtime that will be charged by our staff members in order to expedite and submit our report within the time-frame presented in this contract document.

Should unusual subsurface conditions be encountered in the field which indicate the desirability of significantly broadening the scope of the study, we will contact you to receive written authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

RKCI has been provided with a site plan from the CLIENT, illustrating the location of the proposed county courts building additions. It is our understanding that access to all boring locations for a conventional, truck-mounted drilling rig and underground utility clearance will be provided by the CLIENT prior to our field exploration services.

It should be noted that our study scope (and project cost) do not include plan review or earthwork and foundation excavation observations during the construction of the project. However, plan review and construction observation costs should be included in the project budget.

It should also be noted that our study scope (and project cost) do not include professional time or travel expenses for participation in design team meetings. If these services are required, they will be billed at our standard billing rates for professional time plus expenses.

ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
i	Standard Terms and Conditions
ii	Schedule of Fees

Please return one signed original of this contract to provide written authorization for our firm to commence work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037.

Proposal No. PMA12-070-00
August 16, 2012

5

RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Accepted By: _____
(Signature)

Jorge L. Perez
Graduate Engineer

(Typed or Printed Name)

Katrin M. Leonard, P.E.
Manager, Engineering Services

(Title)

Copies submitted: Above (2)

(Date)

JLP/KML



STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services involving only RK's tests and observation reports, advice, judgment and opinion. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's Instruments of professional services.
2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information in the performance of RK's services. RK will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions in such information. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.
3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants and shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.
4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.
5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.
6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the requirements of the project as listed in the specification and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.
8. **RIGHT TO RETAIN SUB-CONSULTANTS.** CLIENT acknowledges that while performing the services and work products, situations or circumstances may occur where RK determines that in its judgment the services of sub-consultants may be necessary.
9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take title to any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT.

11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
12. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work products.
13. **LIMITATION OF LIABILITY.** To the greatest extent permitted by law, CLIENT'S sole remedy against RK for claims and liabilities in any way arising out of or directly or indirectly related to the error, omission, or other professional negligence of RK's work for CLIENT will not exceed an aggregate limit of \$100,000 or the amount of RK's fee, whichever is greater for that portion of RK's work found to be defective, regardless of the legal theory which remedy is sought, whether based on negligence (whether sole or concurrent, active or passive), breach of contract, breach of warranty, strict liability or otherwise.
14. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.
15. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
16. **INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, RK AGREES TO INDEMNIFY AND HOLD THE CLIENT HARMLESS FROM AND AGAINST LIABILITIES, DAMAGES AND COSTS TO THE EXTENT CAUSED BY RK'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT AND TO THE EXTENT THAT RK IS RESPONSIBLE FOR THE LIABILITIES, DAMAGES AND COSTS ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY BETWEEN RK AND THE CLIENT. NEITHER CLIENT NOR RK IS RESPONSIBLE FOR DAMAGES OR LIABILITIES CAUSED BY THE NEGLIGENCE OF THE OTHER PARTY. IN NO EVENT SHALL THE INDEMNIFICATION OBLIGATION EXTEND BEYOND THE DATE WHEN THE INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS FOR PROFESSIONAL NEGLIGENCE WOULD BE BARRED BY AN APPLICABLE STATUTE OF REPOSE OR STATUTE OF LIMITATIONS. THIS INDEMNIFICATION EXPRESSLY EXCLUDES THE DUTY OF RK TO DEFEND THE CLIENT. HOWEVER, THE ABSENCE OF THE DUTY TO DEFEND SHALL NOT PRECLUDE THE CLIENT FROM SEEKING RECOVERY OF ITS REASONABLE ATTORNEYS' FEES AS PART OF ITS DAMAGES. THE CLIENT AGREES TO LOOK SOLELY TO THE CORPORATE ASSETS, INCLUDING BUT NOT LIMITED TO INSURANCE POLICIES, OF RK, WITH RESPECT TO SATISFACTION OF ANY LIABILITIES THAT MAY ARISE OUT OF THE PERFORMANCE OF THIS AGREEMENT. ACCORDINGLY, NO EMPLOYEE, PRINCIPAL, DIRECTOR, OFFICER, PARTNER, OR SHAREHOLDER OF RK SHALL BE SUBJECT TO ANY PERSONAL LIABILITY ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THIS AGREEMENT.
17. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of RK's principal place of business; the claim will be brought and tried in judicial jurisdiction of the court of the county where RK's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.
18. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.
19. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date on which RK issues its report under this Agreement; or (2) if RK is retained to perform construction observation, the date of substantial completion of the project.
20. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
21. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.
22. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
23. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u> Principal	\$135 to \$250/hour
Professional	\$70 to \$200/hour
Auto Cad Operator	\$65 to \$110/hour
Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wortham Insurance & Risk Management P.O. Box 795008 San Antonio, TX 78279 www.worthamsa.com	CONTACT NAME:	
	PHONE (A/C, No., Ext): 210-223-9171	FAX (A/C, No): 210-223-2806
INSURED Raba Kistner Inc 12821 W Golden Ln San Antonio TX 78249	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Lexington Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC #		
19437		

COVERAGES

CERTIFICATE NUMBER: 13601022

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made Policy Form		031428157	7/18/2012	7/18/2013	\$2,000,000 Each Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name - CMT services Contract

CERTIFICATE HOLDER

Hildago County
 Attn: Elena Gomez
 2802 S. Business Highway 281
 Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(SA) Diane Hoskins

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD



JUL 23 2012
No 305

AGENCY CUSTOMER ID: 22RABAKCON

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Wortham Insurance & Risk Management		NAMED INSURED Raba Kistner Inc 12821 W Golden Ln San Antonio TX 78249	
POLICY NUMBER 031428157		EFFECTIVE DATE: 7/18/2012	
CARRIER Lexington Insurance Company	NAIC CODE 19437		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (05/10)

CERTIFICATE HOLDER: Hildago County Attn: Elena Gomez
ADDRESS: 2802 S. Business Highway 281 Edinburg TX 78539

Additional Named Insureds:

- Raba Kistner Consultants Inc
- Raba Kistner Infrastructure Inc
- Raba Kistner Environmental Inc
- Raba Kistner Facilities Inc
- Raba Ingenieros S. de R. L. de C. V.

APPROVED

AI-33976

Purchasing Department 18. A. 4.

CC REGULAR

Meeting

Date:

09/04/2012

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION



a. Pursuant to Article 14 of the current agreement-C-11-291-01-24, Halff Associates is requesting approval to engage the services of sub-contractors/consultants (Raba Kistner Consultants, Inc., Dannenbaum and Anthony Covacevich) with adherence to insurance provisions required by said article;



b. Acceptance and approval of Work Authorization No.1 (with estimated cost proposal of \$ 54,850.00) as submitted by Halff Associates, Inc. for Project: (Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures/Three (3) Modular Buildings to the existing Hidalgo County Courthouse), in connection to the "on-call" agreement #C-11-291-01-24 for the purposes of: "Building Repairs/Renovation, Alterations and/or Additions to County Owned Buildings within Hidalgo County Precinct No. 4".

c. Requesting acceptance and approval of Supplemental Agreement No. 1 to Work Authorization No. 2 submitted by HALFF ASSOCIATES, INC., in the (amount of \$ 9,100.00, with revised total cost amount \$ 142,080.00) for the purposes of "engineering services" on the ongoing Project: (LIFE SAFETY PROJECT AT THE COURTHOUSE) in connection to agreement# C-10-340-10-19 for the purposes of: "Building Repairs, Renovations and/or Alterations to County Owned Buildings" located within Precinct No. 4 (on an as needed basis).

BACKGROUND

Work Authorization #1-Halff Associates, Inc. (Project: Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures/Three (3) Modular Buildings to the existing Hidalgo County Courthouse) in connection to Contract #C-11-291-01-24

Letter (s) from Halff (Subconsultants Raba Kistner, Dannenbaum and Anthony Covacevich)

Supplemental Agreement #1 to Work Authorization #2 submitted by Halff Assoc Inc for (Project: Life Safety at HC Courthouse) in connection to Contract #C-10-340-10-19

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1342-419-40-220-048-0-720

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR: 2012

ACCT. #: 1-1342-412-00-220-010-0-452

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

backup 1

backup 2

backup 3

backup

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Date

08/31/2012 04:02 PM

Form Started By: Letty Saenz

Started On: 08/30/2012 11:24 AM

Final Approval Date: 08/31/2012



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
September 4, 2012
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 at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

- 1. **Roll Call** County Judge Garcia, Comm. Quintanilla, Comm. H Palacios
- 2. **Pledge of Allegiance** Comm. J Palacios-Present
Comm. J. Flores was out
- 3. **Prayer**
- 4. **Approval of Consent Agenda**
- 5. **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" and authority to submit letter of engagement

B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
 Report made by Valde Guerra
 No Action taken

- a) Renovations to Former Administration Building 1st and 2nd Floors
- b) Update on Courthouse Portable Building Project, other ongoing county owned building construction and renovation repair projects
- c) Emergency situations occurring since last agenda meeting

C. **AI-33793** Health & Human Services Dept. - Environmental Division (1100):
 Requesting permission / approval of travel request for Ronnie Ramirez to attend an Animal Control Officer Training Course to obtain statutorily required continuing professional education to be held on September 26-28, 2012 in Harlingen, Texas.

APPROVED

D. **AI-33968** Texas Agrilife Extension:
 1. Requesting permission for Barbara Storz and three (3) staff to travel to Laredo, Texas to attend the District 12 Program Planning Workshop on September 18-19, 2012

APPROVED

Veterans Services:
 2. Requesting permission for Emilio de los Santos to travel to Dallas, Texas to attend the Texas Veterans Commission (TVC) 65th Annual Statewide Training Conference on September 17-21, 2012 (TVC will provide lodging and meals; county will pay for mileage)

APPROVED

E. **AI-33846** Safety Division:
 Requesting permission/approval of travel for Armando Guzman to attend the MSWA Supervisor Course to be held in Kingsville, Texas on October 15-18, 2012.

APPROVED

F. **AI-33758** Request from Love's Travel Stops & Country Stores, Inc. to use the Milo Ponce Park on Saturday, September 22, 2012 for a fund raising event to benefit the Children's Miracle Network, a non-profit organization

APPROVED

G. **AI-34022** Environmental Compliance Division:
 1. Requesting approval to extend period of internship of Jacqueline Munoz as volunteer intern to assist with storm water permit activities

APPROVED

- A. **AI-33885** 1. Requesting authorization for Hidalgo County to execute the Interlocal Cooperation Agreement between Hidalgo County and City of San Juan for the Nolana Loop Project (FM1426 to FM 88).

APPROVED

- 2. Acceptance and approval of the Interlocal Cooperation Agreement Project: provision of the "Undertaking a highway improvement project generally described as the Nolana Loop Project from FM 1426 to FM 88" pursuant to the approval of the Interlocal Agreement as stated above.

No Action

- B. **AI-33887** Approval of consent agreement with Irrigation District No.2 for the Minnesota Drainage Project.

16. Precinct #4 - Comm. J. Palacios:

- A. **AI-33972** Proclamation honoring Captain Ken Baker upon his retirement from Texas Parks and Wildlife Law Enforcement Division

APPROVED

- B. **AI-33923** 1. Acceptance of resignation from Erika de la Garza as member of the Tropical Texas Behavioral Center (term expires Aug. 31, 2012)

APPROVED

- 2. Appointment of Sandra Solis as member to the Tropical Texas Behavioral Center for a two year term effective September 4, 2012

17. Budget & Management - Sergio Cruz:

- A. **AI-33944** Presentation and discussion on the Monthly Budget Report for the month of July 2012.

- B. **AI-33824** 1. Discussion, consideration and action to enter into The Texas VINE Annual Maintenance Grant Contract - fiscal year 2013 with the Office of the Attorney General of Texas and authorization for County Judge to sign the required documents.

APPROVED

APPROVED

- 2. Approval of Certification of Revenues as certified by the County Auditor for the Texas VINE Annual Maintenance Grant.

APPROVED

- 3. Approval of of appropriation of funds for the Texas VINE Program in the amount of \$29,174.00.

APPROVED

- 4. Discussion, consideration and action to enter into a Service Agreement Renewal between Appriss and Hidalgo County for the period of September 1, 2012 to August 31, 2013 in the amount of \$29,174.00 and authorization for County Judge to sign the required documents.

C. Budget Appropriations:

- 1. **AI-33804** Pct #4 Drainage Improvement Project (1200):
 - a. Approval of Certification of Revenues as certified by the County Auditor for Pct. #4 Drainage Improvement Project Labor Reimbursements.

APPROVED

- b. Approval of 2012 appropriation of funds into Precinct #4 Drainage Improvement Project (program 036) in the amount of \$34,278.30 (Labor Reimbursements - June 2012).

- 2. **AI-33825** **Pct #4 R&B (1200):**
 - a. Approval of Certification of Revenues as certified by the County Auditor for Paving Revenues.

APPROVED

- b. Approval of 2012 appropriation of funds into Precinct #4 Rd. Maint. (program 007) in the total amount of \$50,541.10 (Escrow monies for the Lantana Acres No. 7 "Mile 22 1/2 & Engelman Gardens Rd." street improvement project)

- 3. **AI-33996** Adult Probation - Drug Court (1100):
 - Approval of 2012 appropriation from unreserved funds for the Drug Court in the amount of \$1,000.00.

APPROVED

18. 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

1. Presentation for acceptance and approval of 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:

- 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. AI-33830 a. Recommending action to reject bids received for: "Hidalgo County- Security Guard Services" Bid No. 2013-046-06-13-SMA as per requesting department directive (Hidalgo County Constable Pct. 4) and re-evaluating the project.

APPROVED

4. AI-33976 a. Pursuant to Article 14 of the current agreement-C-11-291-01-24, Halff Associates is requesting approval to engage the services of sub-contractors/consultants (Raba Kistner Consultants, Inc., Dannenbaum and Anthony Covacevich) with adherence to insurance provisions required by said article;

APPROVED

b. Acceptance and approval of Work Authorization No. 1 (with estimated cost proposal of \$ 54,850.00) as submitted by Halff Associates, Inc. for Project: (Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures/Three (3) Modular Buildings to the existing Hidalgo County Courthouse), in connection to the "on-call" agreement #C-11-291-01-24 for the purposes of: "Building Repairs/Renovation, Alterations and/or Additions to County Owned Buildings within Hidalgo County Precinct No. 4".

APPROVED

c. Requesting acceptance and approval of Supplemental Agreement No. 1 to Work Authorization No. 2 submitted by HALFF ASSOCIATES, INC., in the (amount of \$ 9,100.00, with revised total cost amount \$ 142,080.00) for the purposes of "engineering services" on the ongoing Project: (LIFE SAFETY PROJECT AT THE COURTHOUSE) in connection to agreement# C-10-340-10-19 for the purposes of: "Building Repairs, Renovations and/or Alterations to County Owned Buildings" located within Precinct No. 4 (on an as needed basis).

APPROVED

B. Executive Officer:

1. AI-33998 Requesting approval to increase PO #679285 in the amount of \$45,259.00 for proposed changes to the 3 Courtroom Modular. Proposed changes are to comply with ADA requirements and revised changes in order to accomodate staff, public areas, as outlined on attachment. Project #12-204-OGG

APPROVED

C. Pct. 4

1. AI-33616 a. Presentation and Recommendation by Prodigy Construction Management, LLC, through Alex Palacios, Principal/Project Manager of the "scoring grid" (attached herein) for the purposes of ranking by Commissioner's Court in connection to the: Construction of a New Multi-Purpose Facility and Mechanical Shop for Hidalgo County Precinct No. 4 (CSP No. 2012-056B-08-01-MSS);

APPROVED

b. Athority to negotiate with number (1) one ranked paticipant OG Construction for the purposes of a New Multi-Purpose Facility and Mechanical Shop for Hidalgo County Precinct No. 4.

APPROVED

2. AI-33979 a. Approval to purchase One (1) New or Newer 2012/2013 Chevrolet 2500HD Silverado 4x4 Crewcab SWB PU through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor, Caldwell Country Chevrolet (Contract #VE11-11) in the amount of \$36,713.00 which includes a \$600.00 HGAC administration fee and delivery for (Project #2012-216-OGG); or, if not approved,

APPROVED

No action required as above action was approved b. Authority to advertise sealed procurement for the vehicles described above and herein, using the information detailed to finalize general and minimum specifications.

APPROVED

AI-34121

Purchasing Department

19. A. 3.

CC REGULAR

Meeting

Date: 09/11/2012

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION



Acceptance and approval of CORRECTED Work Authorization No. 1 (with estimated cost proposal of \$ 55,625.00) as submitted by Half Associates, Inc. for Project: (Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures/Three (3) Modular Buildings to the existing Hidalgo County Courthouse), in connection to the "on-call" agreement #C-11-291-01-24 for the purposes of: "Building Repairs/Renovation, Alterations and/or Additions to County Owned Buildings within Hidalgo County Precinct No. 4" and as (approved by CC on 09/04/12, AI-33976)

BACKGROUND

CORRECTED WA#1 - Half Associates Inc.-(Modular Buildings at Courthouse)

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1342-419-40-220-048-0-720

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Corrected WA#1-Half Assoc Inc(Modular at Crthse)

AI-33976-CC-090412-apprvd WA#1

Form Review

Inbox
Auditor's Office

Reviewed By
Monica Badillo

Date

09/07/2012 05:33 PM

Form Started By: Letty Saenz

Started On: 09/07/2012 03:30 PM

Final Approval Date: 09/07/2012



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
September 11, 2012
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 at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

- 1. ✓
- 2. ✓
- 3. ✓
- 4. ✓
- 5.

Roll Call

Q out late 12:00?

Start 9:33

Pledge of Allegiance

Prayer

(9/11 Tribute - 11 yrs. ago)

Approval of Consent Agenda

Executive Officer - Valde Guerra:

A.

na

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" and authority to submit letter of engagement

B.

✓

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

- 1) Renovations to Former Administration Building 1st and 2nd Floors
- 2) Update on Courthouse Portable Building Project, other ongoing county owned building construction and renovation repair projects - *security issue*
- 3) Emergency situations occurring since last agenda meeting - *VIC Bldg Mission has problems*

C.

na

AI-34100

- 1. Requesting exemption from competitive requirements under Texas Local Government Code Section 262.024 (A)(6) any land;
- 2. Approval of Lease between Rolando Cantu and wife, Laura E. Cantu and the County of Hidalgo

D.

AI-33786

Health & Human Services:

Approval for travel for employee # 137782 and #058726 to attend the Texas Indigent Health Care Association (TIHCA) Conference October 2-4, 2012, Austin, Texas.

Ruler / changes for new cables - framing

stair to no framing

E. AI-33925

Health & Human Services Dept. - Environmental Division (1100):
Requesting permission / approval of travel request for Elizardo Ramos, Ruben

HW **B.** AI-34086 *KO* 1. Requesting authorization for Hidalgo County to execute the Interlocal Cooperation Agreement between Hidalgo County and City of Pharr for the Minnesota Road Project.

2. Acceptance and approval of the Interlocal Cooperation Agreement Project: provision of the "Undertaking a road improvement project generally described as the Minnesota Road Project from I Road West to Huisache Avenue" pursuant to the approval of the Interlocal Agreement as stated above.

18. Budget & Management - Sergio Cruz:

HW **A.** AI-34126 Discussion and presentation on proposed salaries of elected officials *for Ct members / Same pay for CCE / 30% increase*

B. AI-34122 Discussion, consideration, and approval to authorize Urban County to utilize County funds, Special Revenue Bank Account, as interim funding for payment of expenditures as specified in the Texas General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068.

C. Budget Appropriations:

1. AI-34078 JAIGB (1286) / Co Wide Adm (1100):
Approval to deobligate cash match funds from the JAIGB "Early Intervention Counseling Program" Grant for FY 2013 (Fund 1286, program 005) and appropriate into Countywide Administration-Contingency (Fund 1100) in the amount of \$1,065.22.

2. AI-34118 Notes Payable (1401):
Approval of 2012 appropriation of funds into Notes Payable in the amount of \$3,916.42.

19. 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).

Hidalgo County

alg **A.** 1. **Presentation for acceptance and approval of 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:

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch

Handwritten initials

- 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. AI-34121 Acceptance and approval of CORRECTED Work Authorization No. 1 (with estimated cost proposal of \$ 55,625.00) as submitted by Half Associates, Inc. for Project: (Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures/Three (3) Modular Buildings to the existing Hidalgo County Courthouse), in connection to the "on-call" agreement #C-11-291-01-24 for the purposes of: "Building Repairs/Renovation, Alterations and/or Additions to County Owned Buildings within Hidalgo County Precinct No. 4" and as (approved by CC on 09/04/12, AI-33976)

APPROVED

4. AI-33946 Approval to re-state agreement between Lexis Nexis and Hidalgo County Public Defender's Office to incorporate additional access at no additional cost.

ok **5. AI-33962** A. Acceptance and approval to award proposal including terms and conditions agreement received from Weatherproofing Technologies, Inc. in the amount of \$91,882.94 (through Hidalgo County's membership/participation with TCPN Contract #4812) for the provision of labor, to include materials but not limited to any appurtenances, for proposed Roof Repair Services for the Hidalgo County - Former Administration Building located at 100 East Cano, Edinburg, Texas (project #2012-029A).

B. Acceptance and approval to enter into a 5 year Tremcare Service Agreement for Tremco Roofs with Weatherproofing Technologies, Inc. in the amount of \$9,500.45 (already included on item a. proposal) for Hidalgo County Former Administration Building.

6. AI-33932 Requesting approval to reject all responses received for the request for proposals: "Placement, Housing and Supervision of Hidalgo County Inmates" for Sheriffs Department" as requested by user department.

B. Pct. 1

1. AI-34053 Acceptance and approval of request by Precinct One for Supplemental No. 2-Work Authorization #1 as submitted by TEDSI Infrastructure Group, Inc. through Contract #C-08-227-02-09 for the acceptance of revised "Attachment C" for Supplemental Agreement No. 1 to Work Authorization No. 1 (approved by CC 05/22/12) to reflect the "Notice To Proceed" based on the issuance of the revised purchase order effective August 29, 2012.

C. Pct. 2

1. AI-33963 Acceptance and approval to execute an "On Call" professional engineering services contract with Raba Kistner Consultants Inc. for, "Construction Material Testing for All Projects" for Precinct No. 2 as approved for negotiations on

D. Pct. 4

1. AI-34115 Requesting approval of a professional architectural "on call" services contract with DANNENBAUM ENGINEERING COMPANY for the purposes of