

COUNTY *of* **HIDALGO**

JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. No. 4

November 8, 2013

*Diana R. Serna, Director
Hidalgo County Urban County Program
3304 W. Alberta
Edinburg, TX 78539*

Re: Cancellation of Precinct 4 Project Moises Flores

Dear Ms. Serna:

Please be advised that due to various unforeseen issues on Moises Flores, Precinct 4 will be cancelling the project. We would like to cancel the contract with Dos Logistics and understand we have an obligation to pay the engineering fees encumbered for the project. Precinct 4 will comply with Urban County guidelines to pay these funds back to the Department of Housing and Urban Development.

Should you require additional information feel free to contact me at (956)383-3112.

Sincerely,

Joseph Palacios
Joseph Palacios
Hidalgo County Precinct 4 Commissioner

**HIDALGO COUNTY
URBAN COUNTY PROGRAM**

PROFESSIONAL SERVICES - ENGINEER / ARCHITECT

REQUEST FOR PAYMENT NO: 01.01.13 M

CITY/PRECINCT: Precint #4
 PROJECT NAME: Paving & Drainage Impr. Moises Flores St.
 ENG./ARCH. FIRM: Dos Logistics, Inc.
 ADDRESS: 1002 E. Expwy 83
 CITY/STATE: Weslaco, Texas ZIP: 78596

Contract Amount: \$ 35,976.00
 ACCOUNT No.: PO #9197

SCOPE OF SERVICES	ESTIMATED AMOUNT	% COMPLETED TO DATE	TOTAL DUE	LESS PREVIOUS PAYMENTS	AMOUNT DUE THIS REQUEST
Preliminary Engineering	5,396	100%	5,396	0	5,396
Design Criteria	21,586	100%	21,586	0	21,586
Construction & Bid Package	8,994	0%	0	0	0
Additional Services					
Reimbursable Expenses*					
TOTAL	\$ 35,976		26,982	0	26,982

****Please ATTACH supporting documents to this request****

I the undersigned certify that the above is true and correct to the best of my knowledge.

Luis J. Nava P.E. 11/8/13
 Engineer/Architect Signature Date

Luis J. Nava P.E.
 (Print Name)

Joseph Palacios 11/8/13
 City/Precinct/UCP Signature Date

Joseph Palacios
 (Print Name)

URBAN COUNTY PROGRAM
Hidalgo County Commissioners' Court
Agenda Request Form

Agenda No. _____
 Lupita V. Garcia, UCP C-II

Date: **April 8, 2013** Meeting Date Request: **April 23, 2013**
 Deadline for Action: **A.S.A.P.** Contact Person: **Diana R. Serna, Director**
 Department: **Urban County Program** Phone: **787-8127** Fax: **318-2988**

Diana R. Serna, Urban County Director _____

Caption: The Urban County Program on behalf of the Hidalgo County Precinct No. 4 is requesting approval and award of best and final negotiated contract with Dos Logistics, Inc. in the amount of \$ 35,976.00 utilizing CDBG FY (2012) Street Improvements Project.

Background: Dos Logistics, Inc. submitted a best and final offer for professional engineering services for a street improvements project for Moises Flores Street within the Precinct No. 4 boundaries. Dos Logistics, Inc. was the highest ranked firm by County Commissioner's Court. See attached scope of services and Best and Final Offer Letter.

Available Funds: \$ 190,936.59 STREET IMPROVEMENTS-PCT. #4

Deputy Director _____
 Finance Manager _____

Please initial for approval:

Legal Counsel		Budget		Human Resources	
Dept./Fund No.		Amt. Expended:		Funds/Staffing Budget:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Account Code:		Impact on Future Budget:		Yes: <input type="checkbox"/> No: <input type="checkbox"/>	

Comments:

Action taken by Commissioner's Court:

Approved	<input type="checkbox"/>	Tabled	<input type="checkbox"/>	Denied	<input type="checkbox"/>	Motion Made by		Seconded	<input type="checkbox"/>	Vote	
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COUNTY of HIDALGO

JOSEPH PALACIOS

1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. No. 4

April 8, 2013

*Mrs. Lupita V. Garcia
Hidalgo Urban County Program
3304 W. Alberta
Edinburg, TX 78539*

*REF: Urban County Program
Moises Flores Street Improvement Project*

Mrs. Garcia,

Please be advised that after review of the best and final offer for the above mentioned project, Precinct 4 concurs with the recommendation of Raul Sesin, to award to the engineering contract to, Dos Logistics Inc., in the total amount of \$35,976.00.

Please place on the next available Commissioners' Court meeting for approval.

Should you have any questions or require additional information, please feel free to contact me at 383-3112.

Sincerely,

A handwritten signature in cursive script that reads 'Maria D. Lucio'.

*Maria (Lulu) Lucio
Precinct #4 Program Manager*

DOS Logistics
Delta Orchards Company Subdivision Paving and Drainage Improvements
Moises Road

	Survey Crew	Project Manager	Sr. Engineer	Project Engineer	Assistant Engineer	Senior Designer	Designer	Tech III	Clerical
TASK 145									
PROJECT MANAGEMENT/ADMINISTRATION									
TASK 145.01 - PROJECT MANAGEMENT AND COORDINATION									
A) Coordinate, Execute and Administer Work Authorization									
B) Progress Reports and Invoices				4					
C) Record Keeping and File Management									
D) Correspondence			8	8					
E) Meetings (Hidalgo County Utility Companies)									
TASK 145 SUBTOTAL			8	12					
TASK 160									
TASK 160.01 - DESIGN CRITERIA COORDINATION									
PS&E			4	6				8	
TASK 160.01 SUBTOTAL			4	6				8	
TASK 160.02 - HYDROLOGIC ANALYSIS									
TASK 160.02 SUBTOTAL				8					
TASK 160.03 - HYDRAULIC ANALYSIS									
TASK 160.03 SUBTOTAL				8					
TASK 160.04 - PLAN PREPARATION									
Create Existing Contours				2				16	
Create Drainage Area Map				3				16	
Create Preliminary Design				2				16	
Create Proposed Crosssections				2				4	
Create Existing and Proposed Typical Sections				2				24	
Prepare Utilities and Drainage Sheets				2				20	
Prepare E&O Tables				2				20	
Prepare Details and Standard Sheets				4				12	
QA/QC				4				2	
Prepare Specification Book				3					
TASK 160.04 SUBTOTAL			8	21				138	
TASK 160.05 - TOPOGRAPHIC SURVEY									
Find Control Points								8	
Basic Topographic Survey								16	
TASK 160.05 SUBTOTAL								24	
TASK 160 SUBTOTAL									
TOTAL HOURS (DOS Logistics)	56		12	43				170	
Contracted Rates	\$ 141,000	\$ 220,000	\$ 200,000	\$ 172,000	\$ 159,000	\$ 149,000	\$ 139,000	\$ 86,000	\$ 72,000
Total Labor Cost	\$ 7,896	\$ 4,000	\$ 59,460						
Total		\$ 35,976							

NOTICE TO PROCEED



COPY

Project Name: Precinct No. 4- Street Improvemets

Project Location: Moises Flores Steet

Project Account Number(s): 5012-94-0311-5000-9400-UCP-GVG

Wage Decision: TX130008

Approved by Hidalgo County Commissioners' Court on: April 23, 2013

This is to inform you that Dos Logistics, Inc.; Engineering Firm

1002 East Expressway 83, Weslaco, TX 78596 may proceed with the engineering Address City/State

services for the above referenced project as of April 29, 2013. Date

**Diana R. Serna, Director
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577
(956) 787-8127**

4-29-13

Date

Motor Grader, Fine Grade....\$ 16.52
Scraper.....\$ 11.07

Servicer.....\$ 12.34

Steel Worker (Reinforcing).....\$ 14.07

TRUCK DRIVER

Lowboy-Float.....\$ 13.63
Single Axle.....\$ 10.82
Single or Tandem Axle Dump..\$ 14.53
Tandem Axle Tractor with
Semi Trailer.....\$ 12.12

WELDER.....\$ 14.02

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The first
four letters , PLUM, indicate the international union and the
four-digit number, 0198, that follows indicates the local union
number or district council number where applicable , i.e.,
Plumbers Local 0198. The next number, 005 in the example, is
an internal number used in processing the wage determination.
The date, 07/01/2011, following these characters is the
effective date of the most current negotiated rate/collective
bargaining agreement which would be July 1, 2011 in the above
example.

Union prevailing wage rates will be updated to reflect any
changes in the collective bargaining agreements governing the
rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this 23rd day of April, 2013 by and between Urban County Program, (hereinafter called the "Party") and Dos Logistics, Inc., duly authorized Engineer, herein acting by Eric Ybarra, President / CEO (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

**SECTION I
EMPLOYMENT OF THE ENGINEER**

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

**SECTION II
BASIC SERVICES OF THE ENGINEER**

The Engineer shall perform the following Basic Services in connection with the proposed Precinct no. 4 Street Improvements Account(s) 5012-94-0311-5000-9400-UCP-GVG (the "Project") as more particularly described in Exhibit A attached hereto.

UCP-52b (Precinct)



Revised: 04-26-2012

2.1 Preliminary Phase

- a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.
- b. As may be required, comply and receive from the Party and the funding agencies approval on all work.
- c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.
- d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

- a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.
- b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.
- c. Provide all field information and surveys required for the design of the Project.
- d. Plot field data and other survey information for the design of the Project.
- e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.
- f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.
- g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.
- h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.
- i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

- a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.
- b. Prepare the formal Contract Documents for the Contractor.
- c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.
- d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.
- e. During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.
- f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.
- g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.
- h. Prepare monthly and final estimates for payments to Contractor(s).
- i. Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.
- j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.
- k. Provide the Party with bond copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.
- l. The Engineer will be responsible for interim and final inspection.
- m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

**SECTION III
ADDITIONAL SERVICES OF THE ENGINEER**

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

- 3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.
- 3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.
- 3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

**SECTION IV
REIMBURSABLE EXPENSES**

- 4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within Hidalgo County and Project site.
- 4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.
- 4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

**SECTION V
THE PARTY'S RESPONSIBILITIES**

The Party will:

- 5.1 Provide full information as to requirements for the Project.
- 5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.
- 5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.
- 5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.
- 5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.
- 5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

- 5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.
- 5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

- 6.1 The Engineer shall be paid a total fixed amount of **\$ 35,976.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.
- 6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.
- 6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.
- 6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.
- 6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the professional engineer services rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within **ten (10) days** from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by **ninety (90) days** and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

**SECTION XII
VENUE**

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

**SECTION XIII
AMENDMENT**

This Agreement may be amended only by a written document executed by the parties hereto.

**SECTION XIV
COMPLIANCE WITH LOCAL LAWS**

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any negligence of the engineer in performing any of the work embraced by this Contract.

**SECTION XV
ASSIGNABILITY**

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

**SECTION XVI
GENERAL**

- 16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.
- 16.2 The Engineer agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.
- a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
 - b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
 - c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

- d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.
- e. Executive Order 11246 (paragraph a-c for contracts under \$10,000; paragraphs a-g for contracts over \$10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

- 16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
- 16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

- 17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of Three Hundred Thousand Dollars (\$300,000.00) for bodily injury and One Hundred Thousand Dollars (\$100,000.00) for property damages.
- 17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- 17.3 A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
- 17.4 Workers Compensation Insurance in amount established by Texas law, unless the engineer is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.
- 17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII WARRANTY

- 18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

Exhibit “A”
(Scope of Services)

See Attached

EXHIBIT "A"
HIDALGO COUNTY PRECINCT No. 4

Engineering for Pavement and Drainage Improvements

SCOPE OF SERVICES

Project Startup

Recovery existing Right of Way

Review FEMA maps

Review Appraisal Maps

Topographic Survey and Engineering Design for Road and Drainage

Set up control points for Topographic Survey

ROW Recovery

Run Elevations points to this project Area

Set up Two (2) Bench Marks

Perform Hydrology and Hydraulic Analysis,

Prepare Engineering Cost Estimate

Prepare Construction Plans,

Prepare Bid Package and Specification Book

Perform QA/QC

DOS Logistics

Delta Orchards Company Subdivision Paving and Drainage Improvements
Moises Road

	Contracted Rates	Survey Crew	Project Manager	Sr. Engineer	Project Engineer	Assistant Engineer	Senior Designer	Designer	Tech III	Clerical
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
TASK 145										
PROJECT MANAGEMENT/ADMINISTRATION	141.00	141.00	220.00	200.00	172.00	159.00	149.00	139.00	86.00	72.00
TASK 145.01 - PROJECT MANAGEMENT AND COORDINATION										
A) Coordinate, Execute and Administer Work Authorization					4					
B) Progress Reports and Invoices										
C) Record Keeping and File Management										
D) Correspondence										
E) Meetings (Hidalgo County, Utility Companies)				8	8					
TASK 145 SUBTOTAL				8	12					
TASK 160										
TASK 160.01 - DESIGN CRITERIA COORDINATION										
PS&E				4	6				8	
TASK 160.01 SUBTOTAL				4	6				8	
TASK 160.02 - HYDROLOGIC ANALYSIS										
TASK 160.02 SUBTOTAL					8					
TASK 160.03 - HYDRAULIC ANALYSIS										
TASK 160.03 SUBTOTAL					8					
TASK 160.04 - PLAN PREPARATION										
Create Existing Contours					2				16	
Create Drainage Area Map					3				8	
Create Preliminary Design					2				16	
Create Proposed Crosssections					2				16	
Create Existing and Proposed Typical Sections					2				4	
Prepare Utilities and Drainage Sheets					2				24	
Prepare E&O Tables					2				20	
Prepare Details and Standard Sheets				4	3				12	
OMCC				4	3				2	
Prepare Specification Book					3					
TASK 160.04 SUBTOTAL				8	21				138	
TASK 160.05 - TOPOGRAPHIC SURVEY										
Find Control Points		16							8	
Basic Topographic Survey		40							16	
TASK 160.05 SUBTOTAL		56							24	
TASK 160 SUBTOTAL		56		12	43				170	
TOTAL HOURS (DOS Logistics)		56		20	55				170	
Contracted Rates	\$	141.00	\$	220.00	\$	172.00	\$	159.00	\$	86.00
Total Labor Cost	\$	7,896	\$	4,000	\$	9,460	\$	14,620	\$	72.00
Total			\$35,976							



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/4/2013

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(les) 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 RON ROBERTSON INSURANCE AGCY 7322 SW Frwy #1850 Houston, TX 77074		CONTACT NAME: Thomas Henrichsen PHONE (A/C No. Ext): (713) 771-6686 FAX (A/C No.): (713) 779-9410 E-MAIL ADDRESS: thomashenrichsen@aol.com															
INSURED Dos Logistics, Inc. 1002 East Expressway 83 Weslaco, TX 78596 956-968-8800		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr><td>INSURER A: Northfield Insurance</td><td></td></tr> <tr><td>INSURER B: Sentinel Insurance / Hartford</td><td></td></tr> <tr><td>INSURER C: Texas Mutual Insurance Company</td><td></td></tr> <tr><td>INSURER D: Evanston Insurance Company</td><td></td></tr> <tr><td>INSURER E: Tower National Insurance</td><td></td></tr> <tr><td>INSURER F: Scottsdale Insurance Co.</td><td></td></tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Northfield Insurance		INSURER B: Sentinel Insurance / Hartford		INSURER C: Texas Mutual Insurance Company		INSURER D: Evanston Insurance Company		INSURER E: Tower National Insurance		INSURER F: Scottsdale Insurance Co.	
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BA-2410ACR	10-28-12	10-28-13	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000	
		Y	Y				PRODUCTS - COM/OP AGG \$ 1,000,000	
B	AUTOMOBILE LIABILITY			61 UECK04021	08/20/12	08/20/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$	
		Y	Y				\$	
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			6523-AZ23	10-28-12	10-28-2013	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 25,000						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001199185	03/18/13	03/18/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional E&O			EED 0001028	10-28-12	10-28-13	\$2,000,000 occurrence	
E	Valuable Papers			CPS1604190	6/29/2012	6/29/2014	\$ 100,000 Occurrence \$ 1,000 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PROJECT: "On Call" Professional Engineering Services Agreement for: "Road & Bridge, C.I.P. and All other Projects" within Hidalgo County Precinct #4.
Hidalgo County is shown as additional insured and waiver of subrogation on the General Liability & Auto Liability. Waiver of Subrogation on the Workers' Compensation. All subject to policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER Hidalgo County 2802 S. Business Hwy 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 	
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AI-36863

Urban County 11. A.

CC REGULAR

Meeting Date: 02/12/2013

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services;
2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the Hidalgo County Precinct No. 4, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 25 (2012) Precinct No. 4 Street Improvement funds.

Professional Service Firm	Grade	Ranked
Dos Logistics, Inc.	96.34	
Quintanilla, Headley & Associates	93.67	
Perez Consulting Engineers	92.34	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program Year 25 (2012) Precinct No. 4 Street Improvements project located on Moises Flores Street, (from Sunflower Road to FM 493).

BACKGROUND

The three (3) engineering firms rated from the County's approved "pool" are: Quintanilla, Headley & Associates, Dos Logistics Inc., and Perez Consulting Engineers for the Street Improvements project located on Moises Flores Street (from Sunflower Road to FM 493).

Funds Available: \$ 191,236.59 2012 Street Improvement Funds

Attachments

bidding requirements under Texas Local Government Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/07/2013 10:45 AM
Purchasing Department	Angela Garcia	02/08/2013 05:04 PM
Budget & Management	Obdett Calzada	02/07/2013 10:45 AM
Auditor's Office		02/08/2013 05:04 PM
Form Started By: Olga Lerma		Started On: 02/07/2013 09:07 AM
Final Approval Date: 02/08/2013		

COUNTY of HIDALGO

JOSEPH PALACIOS

1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. No. 4

January 31, 2013

*Mr. Antonio Barco
Hidalgo County Urban County Program
3304 W. Alberta
Edinburg, TX 78539*

Re: SOQ Books for Moises Flores

Dear Mr. Barco:

Attached you will find the three evaluations for the following professional engineering firms:

- I. Quintanilla, Headly & Associates, Inc. (#10)*
- II. Dos Land Surveying (#26)*
- III. Perez Consulting Engineers (#28)*

As requested all have been evaluated once by the same evaluator. Should you require additional information feel free to contact me at (956)383-3112.

Sincerely,

*Maria (Lulu) Lucio
Precinct #4 Program Manager*