

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

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**FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE COUNTY OF HIDALGO, TEXAS, AND THE CITY OF  
MERCEDDES, TEXAS**

This First Amendment to Interlocal Cooperation Agreement (“Amendment”) is made on and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **COUNTY OF HIDALGO, TEXAS**, by and through its Precinct 1, hereinafter referred to as (“County”), and **CITY OF MERCEDDES** hereinafter referred to as (“City”), collectively referred to as (“Parties”).

**WITNESSETH:**

**WHEREAS**, on the \_\_\_\_ day of \_\_\_\_\_, 2023 the County and City entered into an agreement (“Agreement”) to jointly undertake a road reconstruction and improvement project to a portion of Dawson Road (aka Mile ½ Road in the County jurisdiction) from Mile 8 North Road extending South approximately 1,324 total linear feet (the “Road” or “Project”). (A project map reflecting the same was attached to the Agreement);

**WHEREAS**, Parties agreed to the Cost Estimate for the Project included in the Agreement, wherein City would be responsible for paying County for 100% of the labor and materials needed for the Project;

**WHEREAS**, City wishes to extend the Project an additional 500 linear feet South to Micaela Drive. (*See Exhibit A*), and County desires to extend services to this extension;

**WHEREAS**, Parties also desire to provide an updated cost estimate for the extension (*See Exhibit B*);

**WHEREAS**, County and City believe the Project extension will serve a public purpose and provide a mutual benefit to each other;

**WHEREAS**, Parties wish to amend the Agreement to reflect the additional 500 LF and the cost associated.

**NOW, THEREFORE**, the County and the City, in consideration of the mutual covenants expressed hereinafter, amend the agreement as follows:

1. Exhibit A of the Agreement is replaced with Exhibit A of the Amendment, attached hereto, to reflect the addition of 500 linear feet extending South to Micaela Drive.

2. Exhibit B of the Agreement is replaced with Exhibit B of the Amendment, attached hereto, to reflect the additional cost of \$13,791.10 needed for additional labor and materials.
3. All the exhibits attached hereto and/or supplemented, which are approved by Commissioners Court, are by this reference incorporated to the Agreement and made a part thereof for all purposes.
4. Except as modified herein, all terms and conditions of the Agreement, remain in full force and effect. County and City ratify and confirm the terms and provision of the Agreement as amended herein.

[SIGNATURE PAGE TO FOLLOW]

**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

**APPROVED BY COMMISSIONERS' COURT ON** \_\_\_\_\_.  
**Agenda Item No.** \_\_\_\_\_ **Executive Office:** \_\_\_\_\_

**CITY OF MERCEDES:**

**COUNTY OF HIDALGO:**

\_\_\_\_\_  
Oscar D. Montoya Sr., Mayor

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Joselynn Castillo, City Secretary

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM**  
Office of the Criminal District Attorney,  
Ricardo Rodriguez, Jr.

\_\_\_\_\_  
Michelle Lopez, Assistant District Attorney

# **Exhibit A**

## *Dawson Rd. Improvements Project Map*

# Dawson Rd. (Mile 8 N going south 1,824 LF) Mercedes, TX

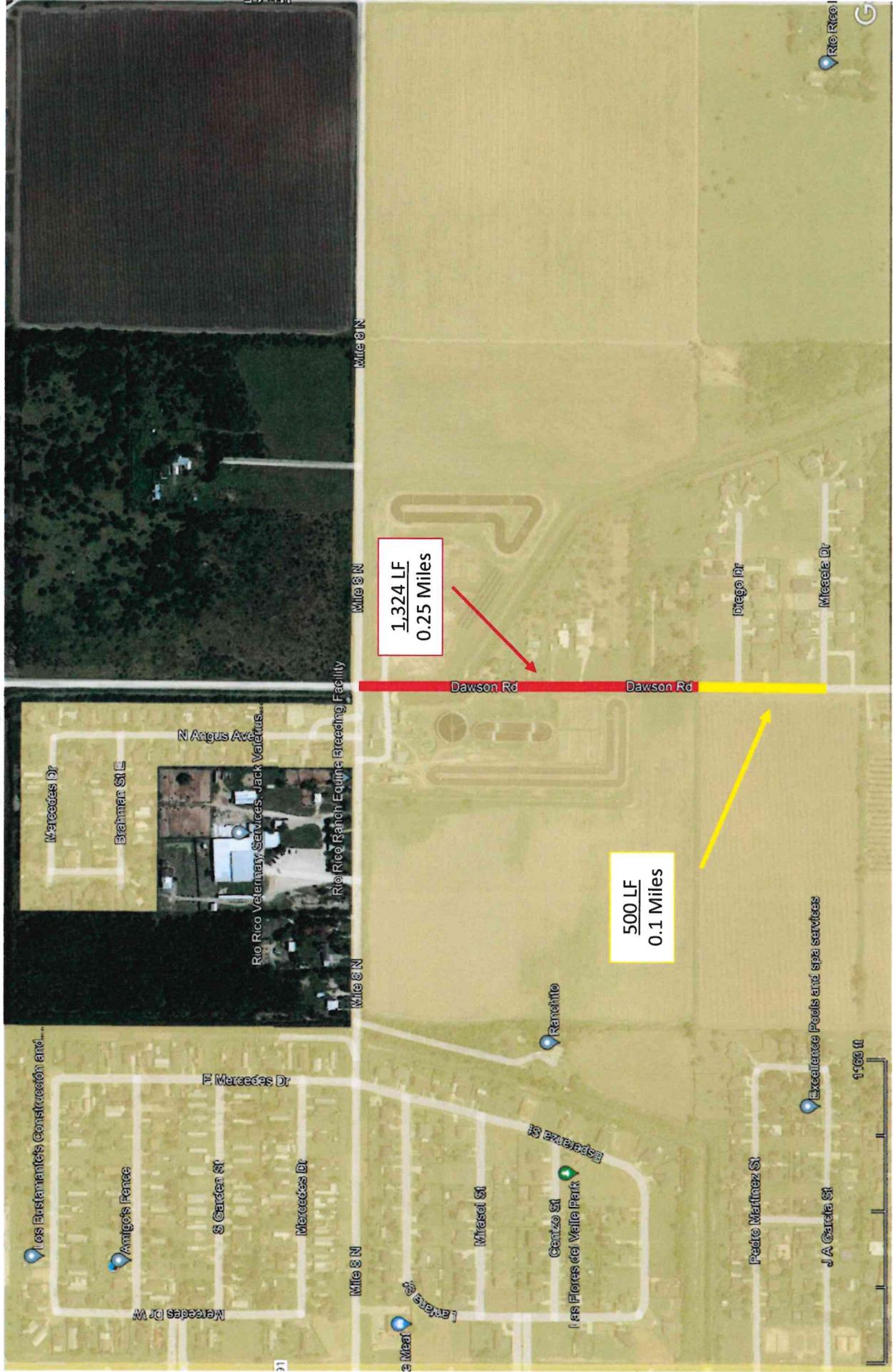


Exhibit A

# **Exhibit B**

## *Dawson Rd. Project Cost Estimate*

**Cost Estimate - Material**  
**Hidalgo County Precinct No. 1**  
**Dawson Rd. (Mile 8 N to Micaela Dr.)**  
**Mercedes, Texas**  
**Partial Full Recon (1,824 Total LF)**  
**Estimator: Luis Diaz**  
**Date: 04/03/2023**



Cost Estimate for a 20' Edge to Edge Roadway Improvements					
Item	Est. Qty	Unit	Item Description	Unit Price in Figures	Total Extension in Figures
<b>Materials</b>					
1	501	Tons	2" HMAC (Type "D")	\$74.30	\$37,224.30
2	85	Tons	Lime "Type A" Slurry	\$214.75	\$18,253.75
3	600	Gal	SS1 Oil	\$16.14	\$9,684.00
4	668	Tons	Caliche	\$3.85	\$2,571.80
<b>Sub Total:</b>				<b>\$67,733.85</b>	
<b>Resources &amp; Labor</b>					
5	8	hrs	Barber Greene BG260D Paver	\$246.91	\$1,975.28
6	12	hrs	BOMAG MPH364R-2 Recycler	\$320.08	\$3,840.96
7	40	hrs	2018 Chevrolet Silverado 1500 4x2	\$11.75	\$470.00
8	18	hrs	J Deere 770G Motorgrader	\$100.61	\$1,810.98
9	30	hrs	Dynapac CP142 Pneumatic Roller	\$52.15	\$1,564.50
10	12	hrs	Peterbilt 348 Oil Distributor	\$44.18	\$530.16
11	30	hrs	J Deere 310K Backhoe	\$43.91	\$1,317.30
12	15	hrs	Peterbilt 335 Dump Truck	\$78.58	\$1,178.70
13	15	hrs	Peterbilt 335 Dump Truck	\$78.58	\$1,178.70
14	40	hrs	Equipment Operator II	\$27.26	\$1,090.40
15	40	hrs	Maintenance IV	\$27.44	\$1,097.60
16	40	hrs	Maintenance III	\$23.43	\$937.20
17	40	hrs	Truck Driver III	\$24.94	\$997.60
18	40	hrs	Truck Driver III	\$25.83	\$1,033.20
19	40	hrs	Equipment Operator II	\$24.63	\$985.20
<b>Sub Total:</b>				<b>\$20,007.78</b>	
<b>Total:</b>				<b>\$87,741.63</b>	

\_\_\_\_\_  
 City Administrator

\_\_\_\_\_  
 Date