

Approval of 2022 appropriation of funds from the Co. Clerk Records Management Fund (1237) Unassigned Fund Balance in the amount of \$61,500.00 for the purchase of a box truck. (Audio Reference 49m:39s).

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, the Court made a UNANIMOUS vote of approval on agenda item 19.D.

**Vote:** 4 - 0 - Unanimously.

The Court proceeded back to agenda item 8.A. (Audio Reference 50m:01s)

**Attachments:**  
appropriation

20.

**Purchasing Department - Notes:**

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

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

A.

**Hidalgo County**

1. **AI-86234**

Discussion, consideration and action on Amendment found below [as drafted & approved as to legal form by Hon. J. Hawkins, Porter Hedges] between Hidalgo County and Terracon Consultants, Inc., [C-18-220-09-25] include the following Scopes of Work in connection with the "Construction of the New Hidalgo County Courthouse" Project.

A. Requesting approval of Amendment No.6 to [C-18-220-09-25], in connection with the scope of work for th tasks found below.

Description	Total Amount
Fungal Remediation Project Oversight	\$14,500.00

(Audio Reference 1h:22m 10s).

Commissioner Fuentes stepped away from the meeting.

On motion by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on agenda item 20.A.1.A

**Vote:** 3 - 0 - Unanimously.

B. Requesting authority for ratification of Purchase Order #849898 in the amount of \$14,500.00 for Terracon Consultants, Inc. (Audio Reference 1h:23m 05s).

On motion by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on agenda item 20.A.1.B

**Vote:** 3 - 0 - Unanimously.

C. Requesting authority for County Judge and/or Valde Guerra, Executive Officer to sign required documents. (Audio Reference 1h:23m 27s)

On motion by COMMISSIONER PCT. 4, ELLIE TORRES, seconded by COMMISSIONER PCT. 3, EVERAR "EVER" VILLARREAL, the Court made a UNANIMOUS vote of approval on agenda item 20.A.1.C.

**Vote:** 3 - 0 - Unanimously.

Valde Guerra stated that a public participation form was submitted for agenda item 20.A.1 by Fern McClaugherty, however she was not present to speak.

**Attachments:**

1295

Amendment No.6

Exhibit A





STATE OF TEXAS §  
COUNTY OF HIDALGO §

**AMENDMENT No. 6  
TO PROFESSIONAL SERVICES AGREEMENT FOR  
CONSTRUCTION MATERIALS TESTING AND LABORATORY SERVICES  
NEW HIDALGO COUNTY COURTHOUSE PROJECT  
C-18-220-09-25**

This **AMENDMENT** to the Professional Services Agreement for Construction Materials Testing and Laboratory Services, New Hidalgo County Courthouse Project, between **HIDALGO COUNTY, TEXAS (“Owner”)** and **TERRACON CONSULTANTS, INC. (“Laboratory”)** is made effective the **28th** day of **June, 2022** (the “**Amendment**”), as follows:

**WHEREAS**, Laboratory and Owner executed the Professional Services Agreement for Construction Materials Testing and Laboratory Services New Hidalgo County Courthouse Project on September 25, 2018, in which the Laboratory agreed to provide construction materials testing and laboratory services for the New Hidalgo County Courthouse Project located in Edinburg, Texas (together with all of its exhibits, attachments, Work Authorizations and prior Amendments, the “**Agreement**”);

**WHEREAS**, the Laboratory and Owner have agreed through this Amendment to increase the scope of services and corresponding compensation to provide certain environmental services with respect to the existing Hidalgo County courthouse building; and

**WHEREAS**, the parties desire to amend the Agreement as hereinafter provided.

**NOW THEREFORE**, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Owner and Laboratory agree to the following Amendment to the Agreement.

1. Laboratory agrees to provide certain environmental services for the existing Hidalgo County courthouse building, as described in the Terracon’s Proposal as Fungal Remediation Project Oversight Services dated June 13, 2022, addressed to Mr. Ariel De La Fuente, Assistant Director, Hidalgo County Facilities Management, which is attached as Exhibit A (“Proposal”).
2. The lump sum cost for the timely and proper completion of the tasks described in the Proposal is Fourteen Thousand and Five Hundred Dollars (\$14,500.00).
3. This Amendment excludes any terms and conditions stated in the Proposal, other than the statements of scope of services and compensation, that purport to change or

contradict any terms and conditions in the Agreement.

4. Except as modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect, and Laboratory and Owner ratify and confirm the terms and provisions of the Agreement, as amended by this Amendment.

#### **LIMITATIONS, ACCEPTANCE AND APPROVAL**

This Amendment is hereby accepted and approved by Hidalgo County, Texas:

- a) Approval for Price greater than \$50,000.00: by Commissioners' Court on 06/28/22 as indicated below by signature of the County Judge; or
- b) Approval for Price of \$50,000.00 or less: by Owner's Designated Representative. The Owner's Designated Representative consists of the individuals, appointed respectively by the County Judge and County Commissioners, when acting jointly with a simple majority as authorized by and on behalf of the Owner, subject to all limitations on the Owner's Designated Representative's authority as provided below. Any decision made by or act of the Owner's Designated Representative shall be in writing and signed by the designated individuals serving as members of the Owner's Designated Representative at the time of such decision or act signifying their joint agreement. Such individual members may be changed from time to time in the sole discretion of the County acting through the County Judge and County Commissioners by written notice. Such notice shall be comprised of a letter on the official County stationery of the County Judge or Commissioner, as applicable, stating: (A) that the County Judge's or such Commissioner's nominee to serve as a member of the Owner's Designated Representative is being changed, (B) the name and contact information of the new member, (C) the name of the member being replaced, and (D) the effective date of the change. Such notice shall be sent to all other members of the Commissioners' Court and the designated representatives of the Project Construction Manager, Program Manager, Architect and Construction Materials Testing and Laboratory.

The Owner's Designated Representative shall not have authority to make decisions or act on behalf of the Owner for: (A) Approval of the final Schematic Design drawings; (B) Approval of any additional funding to the Project in excess of the \$150,000,000 project budget; (C) Approval of any new contract in excess of \$50,000; (D) Approval of any Applications for Payment, Allowance Expenditure Authorizations, Work Authorizations, Change Orders, Agreement Amendments or other expenditure in excess of \$50,000; (E) Approval of any Work Authorizations, Change Orders or Agreement Amendments increasing the Agreement or Project duration; and (F) Approval of final payments and contract close-outs. The Owner's Designated Representative has only such authority as duly granted by the Commissioners' Court of the Owner.

[Signature page follows.]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON JUNE 28, 2022. MS

Agenda Item No. 86234

Executive Office: MS

**THE LABORATORY:**  
Terracon Consultants, Inc.

*Jorge Flores*  
Jorge Flores (Jul 25, 2022 10:56 CDT)

**By: Jorge A. Flores, P.G. , Senior Principal**

**THE OWNER:**  
**Hidalgo County, Texas**  
(by and through Owner's Designated Representative)  
(\$50,000.00 or less)

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

ATTEST:



*Arturo Guajardo Jr*

**By: Arturo Guajardo, Jr., County Clerk**

**THE OWNER:**  
**Hidalgo County, Texas**  
(by and through direct action of Commissioners' Court)  
(more than \$50,000.00)

*Richard F Cortez*

**By: Richard Cortez, County Judge**

**ATTACHMENTS:**  
Exhibit "A"

**SUPPLEMENTAL SIGNATURES:**

June 13, 2022

Hidalgo County  
Facilities Management  
3100 South Business Highway 281  
Edinburg, Texas 78539

Attn: Mr. Ariel De La Fuente  
Assistant Director  
P: (956) 289-7800  
E: arieldelafuente@co.hidalgo.tx.us

Re: Fungal Remediation Project Oversight  
Hidalgo County Courthouse Buildings  
100 North Closner Boulevard  
Edinburg, Texas 78539  
Terracon Proposal P88227173

Dear Mr. De La Fuente:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to Hidalgo County Facilities Management (Client) to prepare a Fungal Remediation Protocol (FRP), perform project oversight for fungal remediation, and conduct a Post Remediation Verification (PRV) evaluation for the above referenced facility.

## **A. Project Information**

Terracon will provide Texas Department of Licensing and Regulation (TDLR)-licensed Mold Assessment Consultants experienced in microbial evaluations and remediation oversight to perform the proposed consulting services as requested by Hidalgo County.

In Texas, microbial assessments and remediation are conducted under regulations in the Texas Administrative Code (TAC) Title 16, Part 78, *Mold Assessors and Remediators Administrative Rules*, (TAC 16, MARAR §78.1-78.150). The MARAR is under the regulation of the TDLR.

Terracon performed a Microbial Assessment for the Hidalgo County Courthouse Buildings (Terracon Project No. 88227199, report dated May 4, 2022), and subsequently proposes to prepare a FRP and conduct the PRV evaluation for the site in general accordance with state regulations in the MARAR and consensus guidelines from the American Conference of Governmental Industrial Hygienist (ACGIH<sup>®</sup>, *Bioaerosols; Assessment and Control*, 1999) and American Society of Testing and Materials (ASTM<sup>®</sup>, *Standard Guide for Assessment of Fungal Growth in Buildings*, Method D7338-10).



## **B. Scope of Services**

Terracon will prepare a Fungal Remediation Protocol in accordance with the MARAR for fungal growth based on the results of the initial assessment. After the fungal remediation project has been completed, Terracon will conduct a PRV in accordance with the MARAR. The PRV evaluation will consist of a visual and analytical evaluation of the remediation project to determine if the TDLR-licensed Mold Remediation Contractor (MRC) has completed the project and achieved the final clearance criteria in accordance with the FRP and the MARAR regulations.

### **Methods**

The visual evaluation will be conducted in accordance with regulations from the TDLR, and ACGIH and ASTM consensus guidelines. Terracon will assess and quantify the fungal growth in order to develop a Fungal Remediation Protocol. The criteria for acceptable remediation completion will be defined in the Fungal Remediation Protocol. Following remediation, Terracon will conduct a visual evaluation to assess the contained work areas in accordance with the MARAR and the Fungal Remediation Protocol.

Total bioaerosol samples will be collected during the PRV evaluation with a Buck BioAire™ Bioaerosol Sampling Pump calibrated at a flow rate of 15 liters per minute. Air samples will be collected with 37-millimeter Allergenco-D cassettes. Fungal spores will be identified based on morphology and quantified as spores per cubic meter of air (spores/m<sup>3</sup>). Samples will be collected in the contained work areas and from the outdoor environment to provide comparative results. Up to 16 bioaerosol samples may be collected during the PRV evaluation. The samples will be submitted under chain of custody protocol to a TDLR-licensed Mold Analysis Laboratory for expedited analysis.

Temperature and relative humidity will be measured with a Teledyne FLIR, Model MR77 indoor air quality monitor.

### **Schedule**

The above scope of services may begin within three working days following receipt of the executed Agreement for Services.

### **Conditions**

Items to be provided by the Client include:

- The legal right-of-entry to conduct the assessment.
- A building management representative during inspections of occupied areas.
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization.

- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.

### **Site Access and Safety**

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

### **Report**

Terracon will prepare a site specific Fungal Remediation Protocol for the referenced location. Additionally, upon completion of the fungal remediation project, Terracon will prepare a final written report describing the PRV sampling methods and the results of the PRV evaluation. Terracon will compare sampling results and site measurements to consensus standards and guidelines and provide recommendations for additional assessment or remedial actions considered warranted by sampling results and site observations. The report will not contain information, data, or professional opinions that pertain to the relative degree of risk associated with individual personal exposure to fungi.

A Certificate of Mold Damage Remediation will be issued to the building owner representative upon completion of the fungal remediation project. Unless otherwise instructed, an electronic copy of the final report will be submitted to the email address indicated herein. The final report will be submitted to the Client within 10 working days after receipt of the analytical results.

### **Reliance**

The report will be prepared for the exclusive use and reliance of Hidalgo County Facilities Management. Reliance by any other party is prohibited without the written authorization of Hidalgo County Facilities Management and Terracon.

If the Client is aware of additional parties that will require reliance on the final report, the names, addresses, and relationship of these parties should be provided for Terracon approval prior to the

time of authorization to proceed. Terracon will grant reliance on the final report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request). If, in the future, the Client and Terracon consent to reliance on the final report by a third party, Terracon will grant reliance upon receipt of a fully executed Reliance Agreement and receipt of an additional fee of \$400.00 per relying party.

Reliance on the final report by the Client and all authorized parties will be subject to the terms; conditions, and limitations stated in the Agreement for Services (and sections of this proposal incorporated therein), the Reliance Agreement, and the report.

### C. COMPENSATION

The services described above will be performed for a lump sum fee not to exceed **\$14,500.00**. This lump sum fee estimate includes multiple remediation visual inspection and clearance mobilizations, TDLR-licensed Mold Assessment Consultant professional labor, laboratory fees, shipping fees and report preparation.

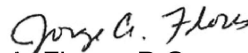
If the Scope of Services meets with your approval, work may be initiated by returning a copy of the executed Agreement for Services to Tomas Cruz via electronic mail at [Tomas.Cruz@terracon.com](mailto:Tomas.Cruz@terracon.com) or fax at 956.283.8279. The terms, conditions and limitations stated in the Proposal for Services shall constitute the exclusive terms and conditions for services to be performed for this project. This proposal is valid only if authorized within 60 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give me a call.

Sincerely,



For Tomas Cruz  
Project Manager



Jorge A. Flores, P.G.  
Senior Principal

Attachments: Agreement for Services  
TDLR Consumer Information Sheet

Anyone who believes a company or individual has violated the rules in the MARAR can file a complaint with TDLR. For information on this process, call 1-800-803-9202, or complete the online complaint form at <https://www.tdlr.texas.gov/complaints/>












# Amendment No.6 to C-18-220-09-25

Final Audit Report

2022-07-25

Created:	2022-07-21
By:	HECTOR GARCIA (HECTOR.GARCIA1@CO.HIDALGO.TX.US)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFrNPi4Q1Qnm4RWVnFwgWuX9dioNmuqW

## "Amendment No.6 to C-18-220-09-25" History

-  Document created by HECTOR GARCIA (HECTOR.GARCIA1@CO.HIDALGO.TX.US)  
2022-07-21 - 2:55:03 AM GMT
-  Document emailed to Jorge Flores (jorge.flores@terracon.com) for signature  
2022-07-21 - 2:59:11 AM GMT
-  Email viewed by Jorge Flores (jorge.flores@terracon.com)  
2022-07-21 - 3:09:39 AM GMT
-  Document e-signed by Jorge Flores (jorge.flores@terracon.com)  
Signature Date: 2022-07-25 - 3:56:07 PM GMT - Time Source: server
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval  
2022-07-25 - 3:56:11 PM GMT
-  Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)  
2022-07-25 - 4:10:09 PM GMT
-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)  
Approval Date: 2022-07-25 - 4:10:42 PM GMT - Time Source: server
-  Document emailed to countyjudge@co.hidalgo.tx.us for signature  
2022-07-25 - 4:10:46 PM GMT
-  Email viewed by countyjudge@co.hidalgo.tx.us  
2022-07-25 - 4:12:14 PM GMT
-  Signer countyjudge@co.hidalgo.tx.us entered name at signing as Richard F Cortez  
2022-07-25 - 6:13:30 PM GMT
-  Document e-signed by Richard F Cortez (countyjudge@co.hidalgo.tx.us)  
Signature Date: 2022-07-25 - 6:13:32 PM GMT - Time Source: server




 Document emailed to carolyn.thornton@co.hidalgo.tx.us for approval


2022-07-25 - 6:13:36 PM GMT

 Email viewed by carolyn.thornton@co.hidalgo.tx.us


2022-07-25 - 6:53:16 PM GMT

 Signer carolyn.thornton@co.hidalgo.tx.us entered name at signing as Carolyn Thornton

2022-07-25 - 7:36:30 PM GMT

 Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)


Approval Date: 2022-07-25 - 7:36:31 PM GMT - Time Source: server

 Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature

2022-07-25 - 7:36:36 PM GMT

 Email viewed by arturo.guajardo@co.hidalgo.tx.us


2022-07-25 - 7:40:24 PM GMT

 Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr

2022-07-25 - 7:43:50 PM GMT

 Document e-signed by Arturo Guajardo Jr (arturo.guajardo@co.hidalgo.tx.us)


Signature Date: 2022-07-25 - 7:43:52 PM GMT - Time Source: server

 Document emailed to Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us) for approval

2022-07-25 - 7:43:56 PM GMT

 Email viewed by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

2022-07-25 - 7:44:47 PM GMT

 Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

Approval Date: 2022-07-25 - 7:45:03 PM GMT - Time Source: server

 Agreement completed.

2022-07-25 - 7:45:03 PM GMT

