



# CITY OF PEÑITAS

*Mayor Marcos Ochoa  
Mayor Pro-Tem Tomas Cedillo  
Alderwoman Patricia Cardenas  
Alderman Jose Gonzalez  
Alderman Antonio Flores Jr.  
Alderman Jesus A. Avendaño  
City Administrator Noe Cavazos  
City Secretary Ana Cantu*

\*\*\*\*\*

April 26, 2011

Mr. Tony Barco, Compliance Division Manager  
Urban County Program  
County of Hidalgo  
1916 Tesoro Blvd.  
Pharr, Texas 78577

RE: City of Peñitas Park Improvements at Veterans Memorial Park

Dear Mr. Barco;

The City of Peñitas has reviewed the proposal submitted by AGA INC., (Alcocer Garcia Associates) for the parks project. We have concurred to accept the best and final offer. Please let me know if I need to provide your office with additional information.

Again, we thank you for lending our City your continued support and assistance on this matter of utmost importance.

Sincerely,

Noe Cavazos  
City Administrator

Cc: Candace Armenta



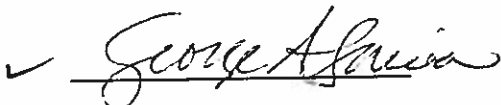
Project: Improvements to Veterans Memorial Park, City of Penitas, Texas

Preliminary Construction Cost Estimate

Demolition work and hauling.....	\$ 3,720
Concrete ramp & steps, .....	7,440
Railings, .....	1,980
Concrete footings and slab for structure.....	2,530
Steel structural columns for structural.....	3,472
Metal framing and carpentry.....	5,208
Stucco.....	3,819
Painting.....	992
Granite column facing.....	23,808
Metal structure and roofing.....	7,440
20 Letters.....	992
Clean 2 existing plaques.....	620
2 New plaques.....	1,984
2 Benches.....	1,860
1 Flagpole.....	2,604
11 Electrical waterproof outlets.....	3,475
Retaining Wall Repairs.....	3,472
Contingency.....	1,000
Sub-total.....	\$ 76,420
+ Contractor's O/H & profit (18%).....	13,755
Construction Total.....	\$ 90,175

Total Project Cost Estimate

Construction.....	\$ 90,175
Architectural fee (7.5%).....	6,763
Topographic Survey.....	800
Printing.....	800
Accessibility Registration and Plan Review....	600
Accessibility Post-Construction Inspection.....	600
Total....	\$ 99,738



George A. Garcia,  
AGA, Inc. Architect  
4 - 15 - 11

APR 21 2011  
AG

Exhibit B  
Cost Estimate

**AGA, INC.**  
ALCOCER GARCIA ASSOCIATES

April 15, 2011

Noe Cavazos, City Administrator  
City of Penitas  
P.O. Box 204  
Penitas, TX 78576

Re: Scope of Architectural / Engineering Services for Improvements to Veterans Memorial Park

Dear Mr.Cavazos,

The AGA, Inc. Scope of Services for the referenced project is based on the following:

Project includes: Demolition of existing roof and roof structure and installation of new park marker structure, metal canopy at marker structure, ramping sidewalk for accessibility, electrical outlets at existing picnic shelters, repair of retaining wall at parking area and related accessories.

The AGA, Inc. A/E services would be as contained in the standard Urban County Program Professional Services Agreement and include the following Basic Services:


1. Architectural Design and Construction Administration Services Phases
2. Structural Engineering Design and Construction Administration Services
3. Electrical Engineering Design and Construction Administration Services
4. Prepare Bidding Forms and Documents
5. Assist Owner in Receipt of Competitive Bids
6. Evaluate Bids Received
7. Issue Notice of Award and Notice to Proceed to successful Bidder
8. Review project Shop Drawings and Submittals
9. Review and certify General Contractor's Application for Payments
10. Construction inspections and Reports
11. Punch -list inspection(s)
12. Final inspection and close-out documents

Based on the estimated construction cost of \$ 90,175.00 (copy attached), the AGA, Inc. Basic Services fee would be a sum of \$ 6,763.00 (7.5% of the estimated construction cost). We would also include the following services directly related to the project:

Topographic survey of marker area.....	800.00
Reproduction of plans and specifications (40 sets).....	800.00
State Accessibility Standards Registration and Plan Review ..	600.00
State Accessibility Standards Post Construction Inspection ....	<u>600.00</u>
Total.....	\$ 2,800.00

The total A/E Contract would be \$ 6,763.00 + \$ 2,800.00, for a total stipulated fixed sum of \$ 9,563.00.

Sincerely,

  
George A. Garcia, Architect

AGA, INC. 1333 E. Jasmine Ave. McAllen, TX 78501 Tel.: (956) 618-2007 Fax: (956) 618-2008

APR 21 2011



**Exhibit A**  
**Scope of Services**

**AGA, INC.**  
ALCOCER GARCIA ASSOCIATES, INC.

April 15, 2011

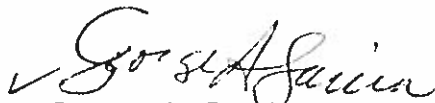
Noe Cavazos, City Administrator  
City of La Penitas  
P.O. Box 204  
Penitas, TX 78576

Re: Proposed Improvements to Veterans Memorial Park, City of Penitas

Dear Mr. Cavazos,

Based on the Scope of Services, cost estimates and preliminary drawings we have provided the City, this is to confirm that the fee for the AGA, Inc. professional services is a fixed stipulated amount of \$ 9,563.00, as detailed in our Scope of Services letter dated 4-15-11. Please consider this amount our best and final offer.

Sincerely,



George A. Garcia  
Architect

cc: Candace Armenta, Projects Coordinator  
Hidalgo County Urban County Program

APR 21 2011  
*[Handwritten initials]*

**SECTION XIX  
EFFECTIVE DATE**

The effective date of this contract shall be 3<sup>rd</sup> day of May 2011. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this \_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Architect Signature

**Firm Name:** Alcocer Garcia Associates Design Company

**Address:** 1333 East Jasmine Avenue.

**City/State/Zip:** McAllen, Texas 78501

**FED ID# ISS #:** 26-4262500

**STATE OF TEXAS  
COUNTY OF HIDALGO**

This instrument was acknowledged before me on this the \_\_\_ day of \_\_\_\_\_, 2011.

By \_\_\_\_\_ of and on behalf of (a corporation) (a partnership) (a sole proprietorship).  
(title)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public State of Texas

**Urban County Program**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Diana R. Serna, UCP Director

- 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 for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Architect shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

## **SECTION XVII INSURANCE**

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

- 17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Architect shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Architects commence operations under this Agreement, in the sum of \$300,000.00 for bodily injury and \$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, under the bidder 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 Architect represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Architectural Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Architects.

16.2 The Architect agrees to compliance 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 Architect 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 Architect pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Architect. Architect 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 Architect 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 Architect 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.

**SECTION XI  
TIME OF PERFORMANCE**

The Architect 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 within thirty (30) days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within ninety (90) days 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  
CHANGES**

The Party may, from time to time, request changes in the Scope of Services of the Architect as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Architect's compensation, which are mutually agreed upon by and between the Party and the Architect shall be incorporated in written amendments to the Contract.

**SECTION XIV  
COMPLIANCE WITH LOCAL LAWS**

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

**SECTION XV  
ASSIGNABILITY**

The Architect 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 Architect 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 Architect which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

**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 at any time by a 30-day notice in writing to the Architect. Upon receipt of such notice, the Architect 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 Architect 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 Architect a sum of money equal to the reasonable value of the service rendered by the Architect to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Architect on work performed and expenses incurred by Architect under the provisions of this Contract. 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 Architect shall not be relieved of liability to the Party for damages sustained by the Party arising from Architect's negligent acts, errors or omissions related to Architect's obligations created under this Agreement.

**SECTION IX  
COUNTY AND CITY OFFICIALS**

Architect 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 Architect's negligent acts, errors or omissions related to Architect's obligations created under this Agreement.

**SECTION X  
SUCCESSORS AND ASSIGNS**

Party and Architect 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 Architect shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

- 5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Architect.
- 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 the purpose any Contractor has used the monies paid to him under the construction contract.
- 5.8 Give prompt written notice to the Architect whenever the Party observes or otherwise becomes aware of any defect in the Project.

## SECTION VI PAYMENTS TO THE ARCHITECT

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

- 6.1 The Architect shall be paid a total fixed amount of **\$9,563.00** (nine thousand five hundred sixty-three dollars and no cents) for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Architect's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.
- 6.2 At Architect's completion and Party's approval of the Architect's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.
- 6.3 At Architect's completion and Party's approval of the Architect's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.
- 6.4 At Architect's completion and Party's approval of the Architect's services under the Construction Phase, Section II 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 Architect's reports.
- 6.5 For Additional Services as provided in Section III herein the Architect shall be paid a sum of 1.1 times the Architect's actual cost for such services.

**SECTION III  
ADDITIONAL SERVICES OF THE ARCHITECT**

If authorized in writing by the Party, the Architect 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 2.3a 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 Architect and authorized by the Party to points other than within the 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 Architect on the basis of 1.1 times the Architect's 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 Architect 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 Architect services or data as required such as appropriate professional interpretations for of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Architect may rely upon in performing his services under this agreement.
- 5.4 Guarantee access to and make all provisions for the Architect to enter upon public and private property as required for the Architect to perform his services under this Agreement.

- b. Prepare the formal Contract Documents for the Contractor.
- c. Make periodic visits to the site as required pursuant to the standards of Professional Architects 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 and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.
- e. During the progress of actual construction, Architect will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.
- f. Review shop and working drawings furnished by Contractors 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 Contractors.
- i. Upon receipt of notification by the Party that the work has been completed, the Architect 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 sepia copies of as-built drawings of the constructed improvements, when requested.
- l. The Architect will be responsible for interim and final inspection.
- m. Furnish to the Party of City of Peñitas four (4) sets of plans, four (4) sets of specifications, and contract documents.

## **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 the Party and the funding agencies approval on all work.
- c. Prepare preliminary architectural 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 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 Architect, maybe 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 specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.
- f. Furnish, if requested, the architectural 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 Architect's written approval of final payment to the Contractor(s). During the Construction Phase, the Architect 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.

STATE OF TEXAS                    §  
  §  
COUNTY OF HIDALGO           §

**5010-60-0311-5000-6000**

**Professional Services Agreement**

This Agreement, entered into this 3<sup>rd</sup> day of May 2011 by and between Hidalgo County, a political subdivision of the State of Texas, joined by the City of Peñitas, (hereinafter called the "Party") and George Garcia, duly authorized Architecture, herein acting by Alcocer Garcia Associates Design Company aka AGA, Inc., (hereinafter called the "Architect").

**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 Architectural Services; and

WHEREAS, the Architect, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and architectural 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 area; and

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

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

**SECTION I  
EMPLOYMENT OF THE ARCHITECT**

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

**SECTION II  
BASIC SERVICES OF THE ARCHITECT**

The Architect shall perform the following Basic Services in connection with the proposed **Parks, Recreational Facilities Project**, account(s) **5010-60-0311-5000-6000** (See Exhibit A).