

THE STATE OF TEXAS §  
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COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES  
C-11-111-04-19

THIS AGREEMENT is made, by and between HIDALGO COUNTY, acting herein by and through the Commissioner’s Court, hereinafter called the “Owner”, and Guzman & Munoz Engineering & Surveying, Inc., Professional Engineers of Mercedes, Texas, hereinafter called the “Engineer”.

WITNESSETH:

WHEREAS, the Owner desires to contract with the Engineer to provide professional engineering services related to “On Call Engineering Services For Road & Bridge, CIP Drainage Project-Precinct No. 1” hereinafter referred to as the “Project”.

NOW, THEREFORE, the Owner and the Engineer in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering services in connection with the Project as stated in the articles to follow and for having rendered such services, the owner agrees to pay the Engineer compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the Project with the following:

2.1 Scope of Work. The Owner will furnish items and provide those services for the development of the Project and fulfillment of this Agreement, as identified in EXHIBIT “A” Services to be Provided by the Owner, attached hereto and made a part of this Agreement as identified in EXHIBIT “B”- Services to Provided by the Engineer, attached hereto and made a part of this agreement.

Engineering shall commence work upon receipt of a Work Authorization issued by County.

**2.2 Classification of Services** For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT “B”**, attached hereto.

**2.3 Schedule of Work.** The **Engineer** shall prepare a schedule of work (hereinafter referred to as “**Work Schedule**”) in accordance with the terms identified in **EXHIBIT “C” - Work Schedule**, attached hereto and made a part of this Agreement.

**2.4 Non-Exclusive Services of Engineer Hidalgo County Precinct 1** reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

**ARTICLE 3. Period of Service.** Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

**3.1 Termination Date.** This Agreement will terminate on **April 18, 2012** (hereinafter referred to as the “**Termination Date**”), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

**3.2 Extension of the Termination Date.** The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may , at the **Owner’s** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

**3.3 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

**3.4 Termination of Agreement.** This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such

failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the

date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

**ARTICLE 4. Progress and Coordination.** The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached

hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and
- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

**ARTICLE 5. Compensation and Fees.** For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

**5.1 Basic Services.** For and in consideration of the *Services* to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for *Services*, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for *Services* shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

**5.2 Special Services.** Those services that may be required to provided by the **Engineer** as *Special Services* are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Owner** shall pay the

**Engineer** a negotiated lump sum fee (hereafter referred to as “**Special Services Fee**”) at the hourly labor rates and non-labor rates (hereinafter referred to as “**Contract Rates**”) specified in **EXHIBIT “D” - Contract Rates**, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.
5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

#### **ARTICLE 6. Method of Payment.**

**6.1 Request for Payment.** Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as “**Work Authorization**”) in accordance with **Article 7** herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as “**Request for Payment**”). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the

work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**.

**6.2 Final Payment.** After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay.** Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 **Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**. (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

**ARTICLE 7. Work Authorization.** After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**,

the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT “D”**, attached hereto. The **Work Authorizations** shall not waive the **Owner’s** and the **Engineer’s** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project’s** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

**ARTICLE 8. Supplemental Agreements.** The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner**

and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT “F” - Supplemental Agreement Form**, attached hereto and made a part of this Agreement, and incorporated herein by reference as “**Supplemental Agreement**”.

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT “D”**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

**ARTICLE 9. Additional Work.** If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT “D”** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs

incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

**ARTICLE 10. Changes or Revisions in Work.** If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

**10.1 Preliminary Work.** The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

**10.2 Previously Approved or Satisfactorily Completed Work.** If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

**10.3 Project Delays.** If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

**10.4 Reduction of Project Cost.** Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered

additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

#### **ARTICLE 11. Ownership and Release of Documents.**

**11.1 Ownership of Documents.** Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project**, including but not limited to additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

**11.2 Release of Documents or Information.** Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

**ARTICLE 12 Discounts, Rebates, Refunds.** In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

**ARTICLE 13. Records, Accounting, Inspection.** The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

**ARTICLE 14. Subcontracting and Assignment.** The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

**ARTICLE 15. Patents.** The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

**ARTICLE 16. Confidential Information, Inventions and Other Restrictions.**

**16.1 Confidential Information.** The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise

shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

**16.2 Inventions.** The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

**ARTICLE 17. Engineer's Seal, Responsibility and Warranties.**

17.1 **Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 **Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

**17.3 Warranties.**

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement

and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project**.

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the

**Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT “B”**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project’s** intended purpose. The **Engineer’s** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer’s** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer’s** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner**.

**ARTICLE 18. Engineer’s Resources.** The **Engineer** shall furnish and maintain, at the **Engineer’s** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

**18.1 Project Manager.** The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must

change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

**18.2 Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

**18.3 Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

**ARTICLE 19. Indemnification.** To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from

error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

**ARTICLE 20. Joint and Several Liability.** In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

**ARTICLE 21 Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

- (1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")

- (2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.
- (4) **Professional Liability** in limits of **\$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (**Hidalgo County Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner**.

**ARTICLE 22. Compliance with Laws.** The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

**ARTICLE 23. Non-collusion.** The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE 24. Gratuities.** The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

**ARTICLE 25. Payment of Franchise Tax.** The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as

tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

**ARTICLE 26. Disputes.** The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

**ARTICLE 27. Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

**ARTICLE 28. Notices.** All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

**OWNER:** Hidalgo County  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

**ENGINEER:** Jose L. Munoz, P.E., S.I.T.  
2020 E. Expressway 83  
Mercedes, Texas 78570

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

**ARTICLE 29. Miscellaneous Provisions.**

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

**ARTICLE 30. Signatory Warranty** The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

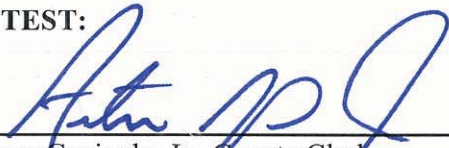
WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2011.

**ENGINEER:**  
**Guzman & Munoz Engineering & Surveying, Inc.**

BY:   
Jose L. Munoz, P.E., S.I.T./President

**OWNER:**  
**HIDALGO COUNTY**

BY:   
Ramon Garcia, County Judge

ATTEST:  
  
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court  
on 4/19/11 

**APPROVED AS TO FORM:**

Atlas & Hall, L.L.P.

By:   
Stephen L. Crain

**Approved on Commissioners' Court: April 19, 2011**

**ATTACHMENTS:**

- EXHIBIT A** -Scope of Services to be provided by the Owner
- EXHIBIT B** -Scope of Services to be provided by the Engineer
- EXHIBIT C** -Work Schedule
- EXHIBIT D** -Engineer's Rates
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** -Supplemental Agreement Form
- EXHIBIT G** -Certificate of Insurance (*Hidalgo County*)

**EXHIBIT A**  
**SCOPE OF SERVICES TO BE**  
**PROVIDED BY THE OWNER**

## EXHIBIT "A"

### Services to be provided by the OWNER

The following provides an outline of the services to be provided by the OWNER in the development of the Project.

The OWNER will provide to the ENGINEER the following:

- (1) Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
- (3) Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.
- (4) Provide any available relevant data the OWNER may have on file concerning the project.
- (5) Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverables, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the ENGINEER.
- (7) Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

#### *Public Meetings*

- (a) Approve agenda and all exhibits prior to public meeting.
  - (b) Approve date and location of the meeting.
  - (c) Review/approve Public Meeting Report.
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the

Agreement.

- (9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
- (10) Review and approve the Project design criteria.
- (11) Review and approve change orders as required and prepared by the ENGINEER.

# **EXHIBIT “B”**

## **Services to be Provided by Engineer/Surveyor**

**EXHIBIT “B”**  
**Services to be Provided by the Engineer/Surveyor**

Services to be provided by the Engineer/Surveyor:  
(To be filled out with the work described as required by the Hidalgo County Precinct 1)

**Engineering Design**

- **Roadways**
- **Drainage**
- **Utilities**
- **Site Plans**

**Engineering Planning**

**Construction Phase Services**

**Boundary Surveys:**

**Parcel Plats for Right-of-Way Acquisitions**

**Control Surveys**

**Construction Surveys**

**Topographical Surveys**

**As-Built Surveys**

# **EXHIBIT C**

# **WORK SCHEDULE**

# EXHIBIT “C”

## Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the **Owner** in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

# **EXHIBIT “D”**

**Cost Proposal, Fee Schedule**

**&**

**Payment Schedule**

**COST PROPOSAL**

GMES proposes to provide all services as shown on EXHIBIT "A" for a cost not to exceed amount agreed on work authorization.

Any additional services authorized in writing by Hidalgo County will be charged at the Rates shown on the FEE SCHEDULE shown below.

**FEE SCHEDULE**

2.01 Fees for work performed under 1.0 shall be billed under the following rates:

1. Principal Engineer	\$180.00/hr.
2. Project Engineer	\$120.00/hr.
3. Project manager	\$140.00/hr.
4. Registered Professional Land Surveyor	\$120.00/hr.
5. Engineer, EIT	\$100.00/hr.
6. Designer/Technician	\$90.00/hr
7. CADD Draftsmen	\$75.00/hr.
8. Bookkeeping	\$50.00/hr.
9. Clerical	\$45.00/hr.
10. Metes and Bounds	\$250.00 ea.
11. GPS Surveying	\$200.00/hr.
12. Inspector	\$70.00/hr.
13. 2 person Survey Crew	\$120.00/hr.
14. 3 Person Survey Crew	\$130.00/hr.
15. 4 Person Survey Crew	\$150.00/hr.
16. Topographic surveys	\$4.00/linear foot
17. Abstract Work	Cost plus 10%
18. Mileage	n/a
19. Third party costs /Reimbursable	Cost plus 15%

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**PAYMENT SCHEDULE**

Hidalgo County shall reimburse GMES for basic engineering services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

1)	Approval of Preliminary Engineering Plans and Specifications by Locality.	\$ Column 25%
2)	Approval of Plans and Specifications by Regulatory Agency (ies).	50%
3)	Completion of bid advertisement, contract award and notice to proceed.	15%
4)	Submittal of As Built plans to locality.	10%
	Total	100%

**EXHIBIT E**  
**WORK AUTHORIZATION FORM**

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # \_\_\_\_\_**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. \_\_\_**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, \_\_\_\_\_, professional engineers of \_\_\_\_\_, Texas, hereinafter called "Engineer".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the Engineer to provide  
\_\_\_\_\_  
\_\_\_\_\_

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the Engineer is identified in *EXHIBIT "B" - Scope of Services to be Provided by the Engineer* attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \$ \_\_\_\_\_ . This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section\_\_\_\_\_ of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.1 shall be funded through funding source:

Account No. \_\_\_\_\_

Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on \_\_\_\_\_, 2011 as indicated in the "Exhibit C-Preliminary Work Schedule".

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct #1, Commissioner as to content and detail of this Work Authorization No.\_\_\_\_\_.

**HIDALGO COUNTY PRECINCT # 1 JOEL QUINTANILLA.**

BY: \_\_\_\_\_

Joel Quintanilla, Commissioner

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ as indicated below and effective as of \_\_\_\_ day of \_\_\_\_\_, 2011.

**THE ENGINEER:**  
(Firms Name)

**THE OWNER:**  
**HIDALGO COUNTY**

\_\_\_\_\_  
By: (Name of Engineer)

\_\_\_\_\_  
By: Ramon Garcia, County Judge

**ATTEST:**

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

**LIST OF ATTACHMENTS**

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

**EXHIBIT F**  
**SUPPLEMENTAL AGREEMENT**  
**FORM**

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS   §  
  §  
COUNTY OF HIDALGO   §

SUPPLEMENTAL AGREEMENT NO. \_\_\_

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between HIDALGO COUNTY, acting herein by and through the Commissioner’s Court, hereinafter called the “Owner”, and \_\_\_\_\_, Professional Engineers of, \_\_\_\_\_, Texas, hereinafter called the “Engineer”.

WITNESSETH

WHEREAS, the Owner and the Engineer executed the Agreement on the \_\_\_\_\_ day of \_\_\_\_\_ 2011 concerning engineering for \_\_\_\_\_ (hereinafter referred to as the “Project”); and,

WHEREAS, Article \_\_\_ of the Agreement, (article title), establishes \_\_\_\_\_; and,

WHEREAS, it has become necessary to amend the contract to \_\_\_\_\_  
\_\_\_\_\_

A.    AGREEMENT

NOW THEREFORE, premises considered, the Owner and the Engineer agree that said Agreement is amended as follows:

- I.    Article \_\_\_ of the Agreement, (article title), is revised to

-----  
-----  
-----  
-----  
-----  
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All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

THE ENGINEER:  
ENGINEER

BY: \_\_\_\_\_

THE OWNER:  
HIDALGO COUNTY

BY: \_\_\_\_\_

Ramon Garcia, County Judge

ATTEST:

BY: \_\_\_\_\_

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: \_\_\_\_\_

Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: \_\_\_\_\_

LIST OF ATTACHMENTS

(as required)

**EXHIBIT G**  
**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/5/2011

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

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

<b>PRODUCER</b> Siegeler Insurance Agency 172 West Austin Street Giddings TX 78942-3294		<b>CONTACT NAME:</b> Jennifer Smith <b>PHONE (A/C, No, Ext):</b> (979) 542-3449 <b>FAX (A/C, No):</b> (979) 542-0469 <b>E-MAIL ADDRESS:</b> jsmith@siegins.com <b>PRODUCER CUSTOMER ID #:</b> 00003533	
<b>INSURED</b> Guzman & Munoz Engineering & Surveying, Inc P O Box 2191 Harlingen TX 78550		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Casualty & Surety <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: CL1132301959 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A					<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	<b>Professional Liability</b>		105414414	3/8/2011	3/8/2012	Annual Aggregate \$2,000,000 Occurrence/Per Claim \$1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Hidalgo County 2812 S. Business Hwy 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M T. Siegeler/TK
--	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/5/2011

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

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

<b>PRODUCER</b> McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570		<b>CONTACT NAME:</b> Mindy Rivera <b>PHONE (A/C, No, Ext):</b> (956) 565-2481 <b>FAX (A/C, No):</b> (956) 565-2733 <b>E-MAIL ADDRESS:</b> mindy@mcafeeagency.com <b>PRODUCER CUSTOMER ID #:</b> 00006344	
<b>INSURED</b> Guzman & Munoz Engineering & Surveying Inc. 2020 E. Expressway 83 Frontage Mercedes TX 78570		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Scottsdale Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** 10-11GL      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>		0659079A	10/8/2010	10/8/2011	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)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO						\$
	<input type="checkbox"/> ALL OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Hidalgo County is included as Additional Insured as required by written contract.

**CERTIFICATE HOLDER**

(956) 318-2629

 Hidalgo County  
 2812 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

Richard Garza/MIN

**CERTIFICATE OF INSURANCE**

This certifies that  STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois  
 STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois  
 STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario  
 STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida  
 STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder GUZMAN & MUNOZ ENGINEERING AND SURVEYING, INC.  
 Address of policyholder 2020 E. EXPRESSWAY 83  
MERCEDES, TX 78570  
 Location of operations \_\_\_\_\_  
 Description of operations \_\_\_\_\_

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
This insurance includes:	Comprehensive Business Liability			BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> <input type="checkbox"/>			Each Occurrence \$ General Aggregate \$ Products - Completed Operations Aggregate \$
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other			Each Occurrence \$ Aggregate \$
	Workers' Compensation and Employers Liability			Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ Disease Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
0690360B09-53	AUTO	02/09/11	08/09/11	ABI/250/500/100

**THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.**

CERTIFICATE HOLDER LISTED AS ADDITIONAL INSURED

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder \_\_\_\_\_ days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder

HIDALGO COUNTY  
 2812 S. BUSINESS HWY 281  
 EDINBURG, TX 78539

*E. Saenz Jr.*  
 Signature of Authorized Representative  
 AGENT

04/05/2011

Title \_\_\_\_\_ Date \_\_\_\_\_

Agent's Code Stamp

Eliborio Saenz Insurance Agency  
 AFO CODE 9128  
 200 W. Exp. 83 Suite "F"  
 San Juan, TX. 78589



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: NO

DATE (MM/DD/YYYY)

01/06/11

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.

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PRODUCER Shepard Walton King Ins. Group 801 N. Main P. O. Box 1630 McAllen, TX 78505-1630 Cynthia Cabaza, CIC		956-682-2841  956-630-4015	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: GUZMA-3	FAX (A/C, No):
INSURED Guzman & Munoz Engineering and Surveying, Inc. 2020 E Expressway 83 Mercedes, TX 78570		INSURER(S) AFFORDING COVERAGE INSURER A : Assurance Company of America INSURER B : Texas Mutual Insurance Co. INSURER C : INSURER D : INSURER E : INSURER F :		NAIC # 22945

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

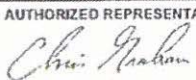
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PAS00521791	01/13/11	01/13/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$		PAS00521791	01/13/11	01/13/12	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	TSF0001218030	11/09/10	11/09/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate holder is listed as Additional Insured per form GC2010 7/04.

## CERTIFICATE HOLDER

## CANCELLATION

HIDCOED  Hidalgo County 2812 So. Bus Hwy 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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3.

nothing to report a-c

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

- a) Renovations of administration building
- b) Other ongoing county owned building construction, renovation repair projects
- c) Emergency situations occurring since last agenda meeting

**B. Pct. 1**

1. AI-26223

approved

Approval to rescind action taken on agenda item #15390 (approved by CC-May 12, 2009) in as much as document was never executed by either party and thus is void and unenforceable.

2. AI-26190

approved

Requesting approval of contract document for On-Call Professional Engineering Services with "Guzman & Munoz Engineering And Surveying, Inc." for various Road and Bridge, CIP, Drainage Projects located within Precinct #1.

**C. Pct. 4**

1. AI-26220

approved

Recommending award of bid (through sealed quotes) and approval of lease agreement to sole bidder Vicky I. Flores, meeting all specifications and/or requirements as attached hereto for "Citizens Collection Station in the San Manuel Area" for Pct. 4.

**D. Sheriff's Office**

1. AI-26070

approved

Recommending award of bid and approval of contract document to the lowest bidder meeting all specifications and/or requirements as attached hereto for Hidalgo County Sheriff's Office- "Service & Maintenance of Generators located @ Jail & Law Enforcement Cntr - Etc." RFB No. 2011-016-03-02-MEG.

21.

11:22 am

**Closed Session:**

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A. Real Estate Acquisition
- B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al
- C. Pending and/or potential litigation
- D. AI-26233 Claim of Elizabeth Ponce
- E. AI-26278 C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

22.

12:05

**Open Session:**

- A. no action Real Estate Acquisition and appropriation for same



**AI-26190**

**20.B.2.**

**Professional Engineering Services-(On-Call) For Precinct No. 1  
CC REGULAR**

**Date:** 04/19/2011

**Submitted By:** Vangie Garcia, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Sub-category:** Prct. 1

**Information**

**CAPTION**

Requesting approval of contract document for On-Call Professional Engineering Services with "Guzman & Munoz Engineering And Surveying, Inc." for various Road and Bridge, CIP, Drainage Projects located within Precinct #1.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding will be identified once procurement process is completed and Pct. 1 identifies project(s).

**Attachments**

Link: Contract Document

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/15/2011 09:23 AM	APRV
2	Budget & Management		04/15/2011 09:59 AM	NEW
Form Started By: Vangie Garcia		Started On: 04/08/2011 10:58 AM		
Final Approval Date: 04/15/2011				

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-11-111-04-19**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. 001**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, Guzman & Munoz Engineering and Surveying Inc., professional engineers of Mercedes, Texas, hereinafter called "Engineer".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the Engineer to provide Professional Engineering, Surveying and Construction Management Services for Paving and Drainage Improvements to Mile 17 North Road, from FM 3071 (Mile 4 West) to FM 1015 (Mile 3 West).

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the Engineer is identified in *EXHIBIT "B" - Scope of Services to be Provided by the Engineer* attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \$ 63,900.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 thru 6.5 and all applicable sections of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.001 shall be funded through funding source:

Account No. 1-1342-431-00-121-041-0-731

Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on April, 30, 2012 as indicated in the "Exhibit C-Preliminary Work Schedule".

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct #1, Commissioner as to content and detail of this Work Authorization No.001.

HIDALGO COUNTY PRECINCT # 1 JOEL QUINTANILLA.

BY:   
\_\_\_\_\_  
Joel Quintanilla, Commissioner

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on May 10, 2011 as indicated below and effective as of 10<sup>th</sup> day of May, 2011.

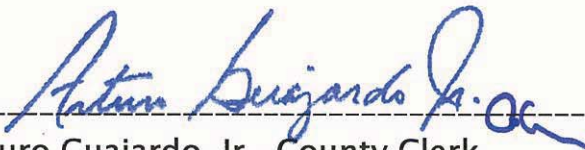
**THE ENGINEER:**  
Guzman & Muñoz Engineering  
& Surveying, Inc.

  
By: Jose L. Muñoz, P.E. S.I.T.

**THE OWNER:**  
HIDALGO COUNTY

  
By: Ramon Garcia, County Judge

**ATTEST:**

  
By: Arturo Guajardo, Jr., County Clerk

**APPROVED BY**  
**COMMISSIONERS' COURT**  
ON: 5/10/11 

**LIST OF ATTACHMENTS**

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

**EXHIBIT "A"**

**Scope of Services  
Provided by Owner**

## **EXHIBIT “A”**

### **HIDALGO COUNTY PRECINCT 1**

#### **Mile 17 North Road Improvements**

#### **Scope of Services**

1. The following provides an outline of the services to be provided by OWNER in the development of Project.
2. The OWNER will provide to the ENGINEER the following:
3. Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
4. Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
5. Assistance to the ENGINEER, as necessary, to obtain the required data and information from local, regional, State and Federal agencies that the ENGINEER cannot easily obtain as required.
6. Provide any available relevant data the OWNER may have on file concerning the project.
7. Provide timely review and decisions in response to the ENGINEER’S request for information and/or required submittals and deliverable, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment “C” of this Agreement.
8. Attend and participate in progress meeting as required and as coordinated and conducted by the ENGINEER.
9. Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment “B” of the Agreement.
10. Assist the ENGINEER as required in the coordination with the USAGE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
11. Review and approve the Project design criteria.
12. Review and approve change orders if required and prepared by the ENGINEER.

**EXHIBIT "B"**

**Scope of Services  
Provided by Engineer**



## **EXHIBIT “B”**

### **HIDALGO COUNTY PRECINCT 1**

#### **Mile 17 North Road Improvements**

#### **Scope of Services**

This project consists of providing all necessary documentation and services as outlined in Hidalgo County Pct. 1 letter dated April 26, 2011, as well as construction plans,

and surveying for the Mile 17 North Road Improvements.

The following is the work to be done for this project:

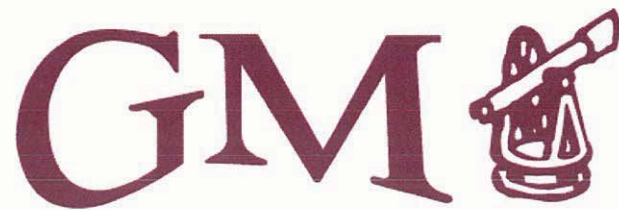
#### 1. Road Improvements

- a. Conduct a topographic survey for the project area.
- b. Generate plans and profiles for the proposed project.
- c. Provide site visits to monitor construction progress.
- d. Review pay request and make recommendations
- e. Administer the project closeout on behalf of the County including testing observations, documentation, etc.
- f. Generate As-Built plans for the County upon project completion.

Please find attached as Exhibit “D” a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Precinct #1.

**EXHIBIT "C"**

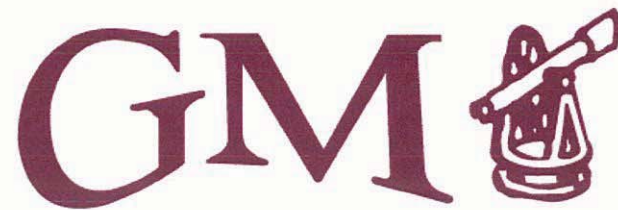
**Work Schedule**





**EXHIBIT "D"**

**Estimated Cost Proposal**



## EXHIBIT "D"

**ENGINEERS OPINON OF PROBABLE CONSTRUCTION COST  
HIDALGO COUNTY PCT. 1 -MILE 17 NORTH IMPROVEMENTS PROJECT  
From: Mile 4 West To: Mile 3 West**

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
<b>Section 1 - Sta. 53+23 to Sta. 56 + 00 Reconstruction (3 lanes, 2 - 12' &amp; 1 - 14' Left, 277 feet length)</b>					
1	Reworking Base Courses - Type B (TxDOT Item 251)	623	S.Y.	\$2.50	\$1,557.50
2	6" New Caliche Type E , Grade 4 (as needed)	343	Tons	\$14.00	\$4,802.00
3	12" Lime Treated Sub-Grade	1,214	S.Y.	\$4.50	\$5,463.00
4	Lime-stabilized Sub-Grade (4% by Weight)	23	Ton	\$140.00	\$ 3,220.00
5	Prime Coat (MC-30) (0.2 gal/S.Y.)	243	Gal.	\$4.00	\$972.00
6	Hot Mix Asphalt Concrete Pavement (Type D) (2" Comp. Thick)	1,214	S.Y.	\$10.00	\$12,140.00
7	Driveway (Asphalt) 1 1/2 " HACP w/ 6" Caliche Base	0	S.Y.	\$7.00	\$0.00
8	Driveway Concrete Repair 4' Wide (6X6X6ga WM)	0	S.F.	\$5.00	\$0.00
9	48 " Reinf. Concretete Valley Gutter	39	L.F.	\$18.00	\$702.00
10	18" Conc. Curb & Gutter Reinf.	112	L.F.	\$11.00	\$1,232.00
11	4" Wide Refl. Pav. Mrk - Type II - (TxDOT Item 666)	600	L.F.	\$1.50	\$900.00
12	Raised Pav. Mrk Type II-A-A (TxDOT Item 672)	50	EA.	\$7.00	\$350.00
13	18" RCP Culvert	160	L.F.	\$28.00	\$4,480.00
14	18" Conc. S.E.T.	4	EA.	\$900.00	\$3,600.00
15	Cleaning & Reshaping Ditches	3	STA.	\$300.00	\$840.00
16	Barricades, Signs & Traffic Handling (For Entire Project)	1	L.S.	\$12,000.00	\$12,000.00
17	Mobilization (Entire Project)	1	L.S.	\$11,000.00	\$11,000.00
<b>SUB-TOTAL AMOUNT</b>					<b>\$63,258.50</b>

<b>Section 2 - Sta. 56 + 00 to Sta. 58+23 Reconstruction (Transition 3 Lanes to 2 Lanes, 224 feet length)</b>					
1	Reworking Base Courses - Type B (TxDOT Item 251)	500	S.Y.	\$2.50	\$1,250.00
2	6" New Caliche Type E , Grade 4 (as needed)	275	Tons	\$14.00	\$3,850.00
3	12" Lime Treated Sub-Grade	725	S.Y.	\$4.50	\$3,262.50
4	Lime-stabilized Sub-Grade (4% by Weight)	19	Ton	\$140.00	\$ 2,660.00
5	Prime Coat (MC-30) (0.2 gal/S.Y.)	145	Gal.	\$4.00	\$580.00
6	Hot Mix Asphalt Concrete Pavement (Type D) (2" Comp. Thick)	725	S.Y.	\$11.00	\$7,975.00
7	Driveway (Asphalt) 1 1/2 " HACP w/ 6" Caliche Base	0	S.Y.	\$7.00	\$0.00
8	Driveway Concrete Repair 4' Wide (6X6X6ga WM)	0	S.F.	\$5.00	\$0.00
9	4" Wide Refl. Pav. Mrk - Type II - (TxDOT Item 666)	510	L.F.	\$1.50	\$765.00
10	Raised Pav. Mrk Type II-A-A (TxDOT Item 672)	45	EA.	\$7.00	\$315.00
11	18" RCP Culvert	0	L.F.	\$28.00	\$0.00
12	18" Conc. S.E.T.	8	EA.	\$900.00	\$7,200.00
13	Cleaning & Reshaping Ditches	2	STA.	\$300.00	\$600.00
<b>SUB-TOTAL AMOUNT</b>					<b>\$28,457.50</b>

## EXHIBIT "D"

**ENGINEERS OPINON OF PROBABLE CONSTRUCTION COST  
HIDALGO COUNTY PCT. 1 -MILE 17 NORTH IMPROVEMENTS PROJECT  
From: Mile 4 West To: Mile 3 West**

Section 3 - Sta. 58+23 to Sta. 106+75 (2 lanes overlay, 4,852 feet length)					
1	Hot Mix Asphalt Concrete Pavement (Type D) (1½" Comp. Thick) (Over-Lay)	11,325	S.Y.	\$7.50	\$ 84,937.50
2	Tack Coat (SS-1) (0.05 gal/S.Y.)	566	Gal.	\$4.00	\$2,265.00
3	Driveway (Asphalt) 1 1/2 " HACP w/ 6" Caliche Base	160	S.Y.	\$8.00	\$1,280.00
4	Driveway Concrete Repair 4' Wide (6X6X6ga WM)	1,175	S.F.	\$5.00	\$5,875.00
5	4" Wide Refl. Pav. Mrk - Type II - (TxDOT Item 666)	2,430	L.F.	\$1.50	\$3,645.00
6	18" RCP Culvert	128	L.F.	\$28.00	\$3,584.00
7	18" Conc. S.E.T.	14	EA.	\$900.00	\$12,600.00
8	Cleaning & Reshaping Ditches	21	STA.	\$300.00	\$6,300.00
9	4 X 6 Grated Inlets	6	EA.	\$3,000.00	\$18,000.00
10	24" RCP for inlets	100	L.F.	\$48.00	\$4,800.00
11	36" RCP for inlets	200	L.F.	\$72.00	\$14,400.00
12	80' X 10' Conc. Rip-Rap (Stl. Reinf)	800	S.F.	\$7.50	\$6,000.00
<b>SUB-TOTAL AMOUNT</b>					<b>\$163,686.50</b>

Section 4 - Sta. 106+75 to Sta. 107+37 (2 lanes 62 feet length)					
1	Reworking Base Courses - Type B (TxDOT Item 251)	140	S.Y.	\$2.50	\$350.00
2	6" New Caliche Type E , Grade 4 (as needed)	48	Tons	\$14.00	\$672.00
3	12" Lime Treated Sub-Grade	166	S.Y.	\$4.50	\$747.00
4	Lime-stabilized Sub-Grade (4% by Weight)	4	Ton	\$140.00	\$ 560.00
5	Prime Coat (MC-30) (0.2 gal/S.Y.)	33	Gal.	\$4.00	\$132.00
6	Hot Mix Asphalt Concrete Pavement (Type D) (2" Comp. Thick)	165	S.Y.	\$9.00	\$1,485.00
7	Driveway (Asphalt) 1 1/2 " HACP w/ 6" Caliche Base	11	S.Y.	\$7.00	\$77.00
8	Driveway Concrete Repair 4' Wide (6X6X6ga WM)	0	S.F.	\$3.50	\$0.00
9	4" Wide Refl. Pav. Mrk - Type II - (TxDOT Item 666)	67	L.F.	\$1.50	\$100.50
10	18" RCP Culvert	32	L.F.	\$28.00	\$896.00
11	18" Conc. S.E.T.	2	EA.	\$900.00	\$1,800.00
12	Cleaning & Reshaping Ditches	1	STA.	\$300.00	\$300.00
<b>SUB-TOTAL AMOUNT</b>					<b>\$7,119.50</b>

<b>Total Probable Engineers Estimated Construction Cost</b>	<b>\$262,522.00</b>
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a. 10% Contingency		\$26,250.00
b. Engineering		\$30,300.00
c. Constuction Phase Services / Daily Inspection		\$14,400.00
d. Topography Surveying	5420 L.F.	\$19,200.00



**GUZMAN & MUÑOZ**  
**ENGINEERING AND SURVEYING, INC.**

Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83  
MERCEDDES, TX 78570

PHONE: (956) 565-4637  
FAX: (956) 565-4636

April 27, 2011

Commissioner Joel Quintanilla  
County of Hidalgo, Precinct # 1  
1902 Joe Stephens Ave.  
Weslaco, Texas 78596

RE: Mile 17 North Road Improvements (FM 3071 to FM 1015)  
Engineering Services Proposal

Commissioner Quintanilla:

It is our pleasure to submit to Hidalgo County Precinct # 1, this proposal for Professional Engineering Services in relation to the above mentioned project, as per your letter to us dated April 26, 2011, requesting our Work Authorization Proposal and our site visits and preliminary research along with our meeting with you and your staff on Mile 17 North has given us an understanding of the required improvements for this project. Based on this information the following are our fees for:

Engineering	\$30,300.00
Construction Phase Services/Daily Inspection	\$14,400.00
Topography Surveying	\$19,200.00

We are prepared to proceed with construction plans for the improvements of Mile 17 North. The plans will meet all criteria requirements set forth by the County. We will be performing services as follows:

- Topographic Survey
- Plans
- Specifications
- Construction Cost Estimates
- Close Out Documentation
- As-Built Plans

Should you have any questions or concerns please feel free to contact our office at (956) 565-4637.

Respectfully Submitted,

Jose L. Muñoz, P.E., S.I.T.  
Principal

# Hidalgo County Precinct #1

## Mile 17 N. Road

### Improvements

April 2011



**GUZMAN & MUÑOZ**  
ENGINEERING AND SURVEYING, INC.

2020 E. Expressway 83  
Mercedes, Texas 78570  
(956) 565-4637

ida

participant Arbitrage Compl for the provision of services as requested in RFQ NO: 2011-070-03-16-VYG-Arbitrage Calculation Services for Hidalgo County and Hidalgo County Drainage District.

6. AI-26450 **approved** Acceptance and approval of final negotiated contract document with between Dr. Norma Jean Farley, M.D. and the County of Hidalgo in connection to RFQ NO: 2010-002-06-30-Pathologist To Provide Turnkey Autopsy And Related Services-Hidalgo County including authority for County Judge or Court Member to execute/sign document-Contract #C-2010-002-02-22 .

7. AI-26471 **approved** Acceptance and approval of "Certificate of Substantial Completion" for Old Administratin Building -"Asbestos Abatement Services", from contractor, R.L. Abatement, Inc, as submitted and certified by project architect, Alcocer Garcia Associates, Inc.

8. AI-26446 Clarification on Agenda Item #25099 (approved by Commissioners Court on 4-26-11) in connection with Letter Of Engagement with the firm of First Southwest to reflect the following:

**approved** a. To correct "(term of one year) to "term of three (3) years with County's option to renew for two (2) additional years under the same rates, terms and conditions" as all original supporting documentation confirms and NOT (term of one year) as on the original caption; and

b. to correct: **effective date as May 10, 2011** and not May 27, 2011;

**approved** for the RFP No: 2010-343-11-10-YZV-Financial Advisory Services Project".

**B. Pct. 1**

1. AI-26545 **approved** Approval of request for Work Authorizations as follows with Guzman & Munoz Engineering & Surveying for professional engineering services through Contract #C-11-111-04-19 for: "On Call Engineering Services For Road & Bridge, C.I.P. Drainage Project" in Precinct #1:

**approved** a. Work Authorization #001: Paving and Drainage Improvements to Mile 17 North Road, from FM 3071 (Mile 4 West) to FM 1015 (Mile 3 West) in the amount of \$63,900.00 as defined in Part 2 and Exhibit D of the Work Authorization; and

**approved** b. Work Authorization #002: Drainage Improvements to Mile 12½ North Road, from FM 88 (Mile 5 West) to Mile 4 West in the amount of \$46,500.00 as defined in Part 2 and Exhibit D of the Work Authorization; and

**approved** c. Work Authorization #003: Drainage Improvements to Mile 6 North Road and Anastasia Road (Sunrise Subd.) in the amount of \$32,700.00 as defined in Part 2 and Exhibit D of the Work Authorization.

**C. Pct. 2**

1. AI-26509 **approved** Requesting acceptance & approval of Certificate of Substantial Completion, and Application for Payment (Retainage Release) in the amount of \$17,848.75 from Leal Construction, Inc. (contracted vendor) for "Hidalgo County Precinct No. 2 -Alamo Road Crossing Drainage Improvements Project" and as certified for payment by project engineer, Raul Sesin, P.E., Hidalgo County Planning Department with

**APPROVED**

AI-26545

17.B.1.

Approval Of Work Authorizations #1-2-3 with Guzman & Munoz Engineering  
(Contract #C-11-111-04-19)

CC REGULAR

**Date:** 05/10/2011  
**Submitted By:** Vangie Garcia, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department

**Sub-category:** Prct. 1

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**Information**

**CAPTION**

Approval of request for Work Authorizations as follows with Guzman & Munoz Engineering & Surveying for professional engineering services through Contract #C-11-111-04-19 for: "On Call Engineering Services For Road & Bridge, C.I.P. Drainage Project" in Precinct #1:

1. Work Authorization #001: Paving and Drainage Improvements to Mile 17 North Road, from FM 3071 (Mile 4 West) to FM 1015 (Mile 3 West) in the amount of \$63,900.00 as defined in Part 2 and Exhibit D of the Work Authorization; and
2. Work Authorization #002: Drainage Improvements to Mile 12½ North Road, from FM 88 (Mile 5 West) to Mile 4 West in the amount of \$46,500.00 as defined in Part 2 and Exhibit D of the Work Authorization; and
3. Work Authorization #003: Drainage Improvements to Mile 6 North Road and Anastasia Road (Sunrise Subd.) in the amount of \$32,700.00 as defined in Part 2 and Exhibit D of the Work Authorization.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:** 1342-431-00-121-041-0-731

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

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**Attachments**

Link: [Commissioner's Letter Of Request](#)

Link: [Work Authorization #1](#)

Link: [Work Authorization #2](#)

Link: [Work Authorization #3](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
	(Originator)	Vangie Garcia	05/06/2011 09:58 AM	CREATED
1	Purchasing Department	Marty Salazar	05/06/2011 01:51 PM	APRV
2	Budget & Management	Erika Zamora	05/06/2011 02:23 PM	APRV
3	Ivan Cantu			NEW
4	Auditor's Office			

Form Started By: Vangie Garcia

Started On: 05/06/2011 09:58 AM

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## Evangelina Garcia

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**From:** Noe Montez [noe.montez@co.hidalgo.tx.us]  
**Sent:** Wednesday, May 04, 2011 4:37 PM  
**To:** evangelina.garcia@co.hidalgo.tx.us  
**Subject:** FW: Work Authorization 1, 2 and 3  
**Attachments:** WORK\_AUTORIZATION\_01.pdf; WORK\_AUTORIZATION\_02.pdf;  
WORK\_AUTORIZATION\_03.pdf

Here are the 1<sup>st</sup> three work auth for the Guzman, Munoz Engineering contract.....can you help us place on next cc meeting.....we would like it on for the meeting of the 10<sup>th</sup> of may...please advise if I need to do anything on my end to make this happen. if I need to call Monica etc.....thanks

---

**From:** Jeff Riviera [mailto:JRIVIERA@gmes.biz]  
**Sent:** Wednesday, May 04, 2011 4:14 PM  
**To:** noe.montez@co.hidalgo.tx.us  
**Subject:** Work Authorization 1, 2 and 3

Mr. Montez,

Enclosed as requested are Work Authorization 1,2, and 3 as requested by the Commissioner in a letter dated April 26,2011.

Thank You,

*Jeff C. Riviera*

**Guzman & Munoz Engineering and Surveying, Inc.**

8(a) Coordinator

G.I.S. Analyst

Special Projects



**GUZMAN & MUÑOZ**  
ENGINEERING AND SURVEYING, INC.  
Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83  
MERCEDDES, TX 78570

PHONE: (956) 565-4637  
FAX: (956) 565-4636

April 27, 2011

Commissioner Joel Quintanilla  
County of Hidalgo, Precinct # 1  
1902 Joe Stephens Ave.  
Weslaco, Texas 78596

RE: Mile 12 1/2 North Road Improvements (FM 88 to Mile 4 West Rd.)  
Engineering Services Proposal

Commissioner Quintanilla:

It is our pleasure to submit to Hidalgo County Precinct # 1, this proposal for Professional Engineering Services in relation to the above mentioned project and your letter dated April 26, 2011 requesting a Work Authorization proposal. Our site visits and preliminary research along with our meeting with you and your staff concerning Mile 12 1/2 North, has given us an understanding of the required improvements for this project. Based on this information the following are our fees for:

Drainage Study	\$ 5,000.00
Engineering Design for Drainage Study Recommendations	\$17,100.00
Construction Phase Services/Daily Inspection	\$ 8,600.00
Topography Surveying for Study& Design	\$15,800.00

We are prepared to proceed with construction plans for the improvements of Mile 12 1/2 North. The plans will meet all criteria requirements set forth by the County. We will be performing services as follows:

- Topographic Survey
- Drainage Study
- Plans
- Specifications
- Construction Cost Estimates
- Close Out Documentation
- As-Built Plans

Should you have any questions or concerns please feel free to contact our office at (956) 565-4637.

Respectfully Submitted,

Jose E. Muñoz, P.E., S.I.T.  
Principal

**Hidalgo County Precinct #1  
Mile 12 1/2 N. Road  
Improvements**

April 2011



2020 E. Expressway 83  
Mercedes, Texas 78570  
(956) 565-4637

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-11-111-04-19**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. 002**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, Guzman & Munoz Engineering and Surveying Inc., professional engineers of Mercedes, Texas, hereinafter called "Engineer".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the Engineer to provide Professional Engineering, Surveying and Construction Management Services for Drainage Improvements to Mile 12 ½ North Road, from FM 88 (Mile 5 West) to Mile 4 West.

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the Engineer is identified in *EXHIBIT "B" - Scope of Services to be Provided by the Engineer* attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \$ 46,500.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 thru 6.5 and all applicable sections of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 002 shall be funded through funding source:  
Account No. 1-1342-431-00-121-041-0-731  
Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on April, 30, 2012 as indicated in the "Exhibit C-Preliminary Work Schedule".

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct #1, Commissioner as to content and detail of this Work Authorization No. 002.

HIDALGO COUNTY PRECINCT # 1 JOEL QUINTANILLA.

BY: \_\_\_\_\_  
Joel Quintanilla, Commissioner

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on May 10, 2011 as indicated below and effective as of ~~10th~~ day of May, 2011.

**THE ENGINEER:**  
Guzman & Munoz Engineering  
& Surveying Inc.


**THE OWNER:**  
HIDALGO COUNTY

  
By: Jose L. Muñoz, P.E., SIT

  
By: Ramon Garcia, County Judge

**ATTEST:**

**APPROVED BY**  
**COMMISSIONERS' COURT**  
ON: 5/10/11 

  
By: Arturo Guajardo, Jr., County Clerk

**LIST OF ATTACHMENTS**

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

**EXHIBIT "A"**

**Scope of Services  
Provided by Owner**

## **EXHIBIT "A"**

### **HIDALGO COUNTY PRECINCT 1**

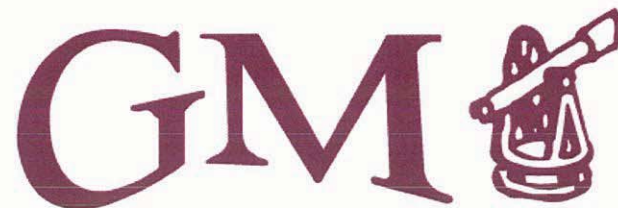
#### **Mile 12 ½ North Road Drainage Study and Improvements**

#### **Scope of Services**

1. The following provides an outline of the services to be provided by OWNER in the development of Project.
2. The OWNER will provide to the ENGINEER the following:
3. Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
4. Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
5. Assistance to the ENGINEER, as necessary, to obtain the required data and information from local, regional, State and Federal agencies that the ENGINEER cannot easily obtain as required.
6. Provide any available relevant data the OWNER may have on file concerning the project.
7. Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverable, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
8. Attend and participate in progress meeting as required and as coordinated and conducted by the ENGINEER.
9. Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly indentified in Attachment "B" of the Agreement.
10. Assist the ENGINEER as required in the coordination with the USAGE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
11. Review and approve the Project design criteria.
12. Review and approve change orders if required and prepared by the ENGINEER.

**EXHIBIT "B"**

**Scope of Services  
Provided by Engineer**



## **EXHIBIT "B"**

### **HIDALGO COUNTY PRECINCT 1**

#### **Mile 12 ½ North Road Drainage Study & Improvements**

#### **Scope of Services**

This project consists of providing all necessary documentation and services as per the letter from Hidalgo Co. Pct 1 dated April 26, 2011 to GMES as well as construction plans.

and surveying for the Mile 12 ½ North Road Drainage Study & Improvements.

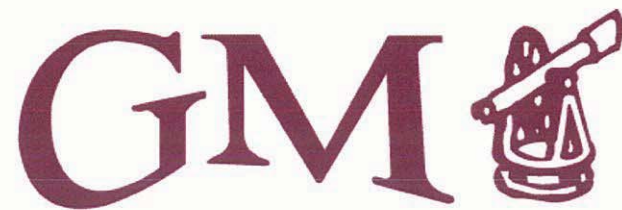
The following is the work to be done for this project:

1. Drainage Study and Drainage Improvements Project
  - a. Conduct a topographic survey for the project area.
  - b. Study drainage Issues and recommend improvements
  - c. Generate plans and profiles for the proposed project.
  - d. Provide site visits to monitor construction progress.
  - e. Review pay request and make recommendations
  - f. Administer the project closeout on behalf of the County including testing observations, documentation, etc.
  - g. Generate As-Built plans for the County upon project completion.

Please find attached as Exhibit "D" a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Precinct #1.

**EXHIBIT "C"**

**Work Schedule**

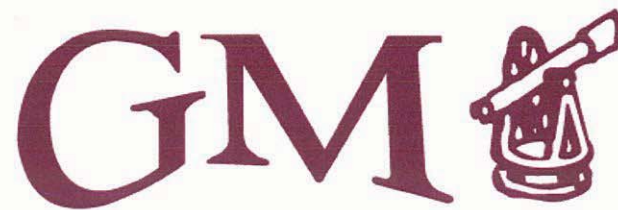






**EXHIBIT "D"**

**Estimated Cost Proposal**



## EXHIBIT "D"

**ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST  
HIDALGO COUNTY PCT. 1 -MILE 12 1/2 NORTH DRAINAGE IMPROVEMENTS  
PROJECT  
From: FM 88 (Mile 5 West, to: Mile 4 West)**

ITEM NO.	DESCRIPTION	EST.		UNIT PRICE	TOTAL PRICE
		QTY	UNIT		
<b>Sta. 10 + 00 to Sta. 62 + 00 Drainage Improvements</b>					
1	Roadside Drainage Swale Cut & Reshape (L. & Rt.)	52	STA.	\$400.00	\$20,800.00
2	18" RCP Culvert (Driveways)	1,023	L.F.	\$36.00	\$36,828.00
3	18" Concrete Safety End Treatment	62	EA.	\$700.00	\$43,400.00
4	24" RCP Equalizer	269	L.F.	\$48.00	\$12,912.00
5	Concrete Headwall for 24" RCP (Equalizer)	16	EA.	\$400.00	\$6,400.00
6	Caliche Driveway Repair	814	L.F.	\$4.00	\$3,256.00
7	Asphalt Driveway Repair	0	L.F.	\$7.00	\$0.00
8	Concrete Driveway Repair	100	L.F.	\$12.00	\$1,200.00
9	36" RCP (for Grated Drop Inlet Connections)	70	L.F.	\$65.00	\$4,550.00
10	48" RCP (Ditch Outfall)	40	L.F.	\$110.00	\$4,400.00
11	4' X 6' Grated Drop Inlet	4	EA.	\$4,000.00	\$16,000.00
12	MBGF	55	L.F.	\$80.00	\$4,400.00
13	Concrete Rip-Rap (20' X 40')	1	L.S.	\$5,000.00	\$5,000.00
16	Barricades, Signs & Traffic Control Plan per TxDOT TMUTCD (For Entire Project)	1	L.S.	\$8,000.00	\$8,000.00
17	Mobilization (Entire Project)	1	L.S.	\$4,000.00	\$4,000.00
<b>SUB-TOTAL AMOUNT</b>					<b>\$171,146.00</b>

<b>Total Probable Engineers Estimated Construction Cost</b>	<b>\$171,146.00</b>
---	---------------------

a.	10% Contingency	\$17,100.00
b.	Drainage Study	\$5,000.00
c.	Engineering Design for Drainage Study Recommendations	\$17,100.00
d.	Construction Phase Services / Daily Inspection	\$8,600.00
e.	Topography Surveying for Study & Design      5280 L.F.	\$15,800.00

May 10, 2011

nda

participant Arbitrage Comp for the provision of services as requested in RFQ NO: 2011-070-03-16-VYG-Arbitrage Calculation Services for Hidalgo County and Hidalgo County Drainage District.

6. AI-26450 **approved** Acceptance and approval of final negotiated contract document with between Dr. Norma Jean Farley, M.D. and the County of Hidalgo in connection to RFQ NO: 2010-002-06-30-Pathologist To Provide Turnkey Autopsy And Related Services-Hidalgo County including authority for County Judge or Court Member to execute/sign document-Contract #C-2010-002-02-22 .

7. AI-26471 **approved** Acceptance and approval of "Certificate of Substantial Completion" for Old Administratin Building -"Asbestos Abatement Services", from contractor, R.L. Abatement, Inc, as submitted and certified by project architect, Alcocer Garcia Associates, Inc.

8. AI-26446 Clarification on Agenda Item #25099 (approved by Commissioners Court on 4-26-11) in connection with Letter Of Engagement with the firm of First Southwest to reflect the following:

**approved** a. To correct "(term of one year) to "term of three (3) years with County's option to renew for two (2) additional years under the same rates, terms and conditions" as all original supporting documentation confirms and NOT (term of one year) as on the original caption; and

b. to correct: **effective date as May 10, 2011** and not May 27, 2011;

**approved** for the RFP No: 2010-343-11-10-YZV-Financial Advisory Services Project".

**B. Pct. 1**

1. AI-26545 **approved** Approval of request for Work Authorizations as follows with Guzman & Munoz Engineering & Surveying for professional engineering services through Contract #C-11-111-04-19 for: "On Call Engineering Services For Road & Bridge, C.I.P. Drainage Project" in Precinct #1:

**approved** a. Work Authorization #001: Paving and Drainage Improvements to Mile 17 North Road, from FM 3071 (Mile 4 West) to FM 1015 (Mile 3 West) in the amount of \$63,900.00 as defined in Part 2 and Exhibit D of the Work Authorization; and

**approved** b. Work Authorization #002: Drainage Improvements to Mile 12½ North Road, from FM 88 (Mile 5 West) to Mile 4 West in the amount of \$46,500.00 as defined in Part 2 and Exhibit D of the Work Authorization; and

**approved** c. Work Authorization #003: Drainage Improvements to Mile 6 North Road and Anastasia Road (Sunrise Subd.) in the amount of \$32,700.00 as defined in Part 2 and Exhibit D of the Work Authorization.

**C. Pct. 2**

1. AI-26509 **approved** Requesting acceptance & approval of Certificate of Substantial Completion, and Application for Payment (Retainage Release) in the amount of \$17,848.75 from Leal Construction, Inc. (contracted vendor) for "Hidalgo County Precinct No. 2 -Alamo Road Crossing Drainage Improvements Project" and as certified for payment by project engineer, Raul Sesin, P.E., Hidalgo County Planning Department with

May 10, 2011



**GUZMAN & MUÑOZ**  
**ENGINEERING AND SURVEYING, INC.**

Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83  
MERCEDDES, TX 78570

PHONE: (956) 565-4637  
FAX: (956) 565-4636

April 27, 2011

Commissioner Joel Quintanilla  
County of Hidalgo, Precinct # 1  
1902 Joe Stephens Ave.  
Weslaco, Texas 78596

RE: Mile 12 1/2 North Road Improvements (FM 88 to Mile 4 West Rd.)  
Engineering Services Proposal

Commissioner Quintanilla:

It is our pleasure to submit to Hidalgo County Precinct # 1, this proposal for Professional Engineering Services in relation to the above mentioned project and your letter dated April 26, 2011 requesting a Work Authorization proposal. Our site visits and preliminary research along with our meeting with you and your staff concerning Mile 12 1/2 North, has given us an understanding of the required improvements for this project. Based on this information the following are our fees for:

Drainage Study	\$ 5,000.00
Engineering Design for Drainage Study Recommendations	\$17,100.00
Construction Phase Services/Daily Inspection	\$ 8,600.00
Topography Surveying for Study& Design	\$15,800.00

We are prepared to proceed with construction plans for the improvements of Mile 12 1/2 North. The plans will meet all criteria requirements set forth by the County. We will be performing services as follows:

- Topographic Survey
- Drainage Study
- Plans
- Specifications
- Construction Cost Estimates
- Close Out Documentation
- As-Built Plans

Should you have any questions or concerns please feel free to contact our office at (956) 565-4637.

Respectfully Submitted,

Jose E. Muñoz, P.E., S.I.T.  
Principal

# Hidalgo County Precinct #1 Mile 12 1/2 N. Road Improvements

April 2011



**GUZMAN & MUÑOZ**  
ENGINEERING AND SURVEYING, INC.

2020 E. Expressway 83  
Mercedes, Texas 78570  
(956) 565-4637

**APPROVED**

AI-26545

17.B.1.

Approval Of Work Authorizations #1-2-3 with Guzman & Munoz Engineering  
(Contract #C-11-111-04-19)

CC REGULAR

**Date:** 05/10/2011  
**Submitted By:** Vangie Garcia, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department

**Sub-category:** Prct. 1

Information

CAPTION

Approval of request for Work Authorizations as follows with Guzman & Munoz Engineering & Surveying for professional engineering services through Contract #C-11-111-04-19 for: "On Call Engineering Services For Road & Bridge, C.I.P. Drainage Project" in Precinct #1:

1. Work Authorization #001: Paving and Drainage Improvements to Mile 17 North Road, from FM 3071 (Mile 4 West) to FM 1015 (Mile 3 West) in the amount of \$63,900.00 as defined in Part 2 and Exhibit D of the Work Authorization; and
2. Work Authorization #002: Drainage Improvements to Mile 12½ North Road, from FM 88 (Mile 5 West) to Mile 4 West in the amount of \$46,500.00 as defined in Part 2 and Exhibit D of the Work Authorization; and
3. Work Authorization #003: Drainage Improvements to Mile 6 North Road and Anastasia Road (Sunrise Subd.) in the amount of \$32,700.00 as defined in Part 2 and Exhibit D of the Work Authorization.

BACKGROUND

Fiscal Impact

**FISCAL YEAR:** 2011

**ACCT. #:** 1342-431-00-121-041-0-731

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Attachments

Link: [Commissioner's Letter Of Request](#)

Link: [Work Authorization #1](#)

Link: [Work Authorization #2](#)

Link: [Work Authorization #3](#)

Form Routing/Status

**Route Seq Inbox****Approved By Date****Status**

	(Originator)	Vangie Garcia 05/06/2011 09:58 AM	CREATED
1	Purchasing Department	Marty Salazar 05/06/2011 01:51 PM	APRV
2	Budget & Management	Erika Zamora 05/06/2011 02:23 PM	APRV
3	Ivan Cantu		NEW
4	Auditor's Office		

Form Started By: Vangie Garcia

Started On: 05/06/2011 09:58 AM

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**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-11-111-04-19**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. 003**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, Guzman & Munoz Engineering and Surveying Inc., professional engineers of Mercedes, Texas, hereinafter called "Engineer".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the Engineer to provide Professional Engineering, Surveying and Construction Management Services for Drainage Improvements to Mile 6 North Road and Anastasia Road (Sunrise Subd.)

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the Engineer is identified in *EXHIBIT "B" - Scope of Services to be Provided by the Engineer* attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \$ 32,700.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 thru 6.5 and all applicable Sections of Agreement.

**PART 4. FUNDING**

This Work Authorization No.003 shall be funded through funding source:

Account No. 1-1342-431-00-121-041-0-731

Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on February 25 2012 as indicated in the "Exhibit C-Preliminary Work Schedule".

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct #1, Commissioner as to content and detail of this Work Authorization No.003.

HIDALGO COUNTY PRECINCT # 1 JOEL QUINTANILLA.

BY: \_\_\_\_\_

  
Joel Quintanilla, Commissioner

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on May 10, 2011 as indicated below and effective as of 10th day of May, 2011.


**THE ENGINEER:**  
Guzman & Munoz Engineering  
& Surveying Inc.

**THE OWNER:**  
HIDALGO COUNTY

  
By: Jose L. Muñoz, P.E., SIT

  
By: Ramon Garcia, County Judge

**ATTEST:**

  
By: Arturo Guajardo, Jr., County Clerk

**APPROVED BY**  
**COMMISSIONERS' COURT**  
ON: 5/10/11 

**LIST OF ATTACHMENTS**

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

**EXHIBIT "A"**

**Scope of Services  
Provided by Owner**

## **EXHIBIT “A”**

### **HIDALGO COUNTY PRECINCT 1**

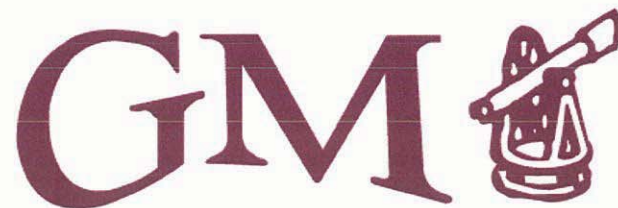
#### **Mile 6 North Road & Anastacia Road (Sunrise Subd) and adjoining areas Drainage Improvements**

#### **Scope of Services**

1. The following provides an outline of the services to be provided by OWNER in the development of Project.
2. The OWNER will provide to the ENGINEER the following:
3. Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
4. Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
5. Assistance to the ENGINEER, as necessary, to obtain the required data and information from local, regional, State and Federal agencies that the ENGINEER cannot easily obtain as required.
6. Provide any available relevant data the OWNER may have on file concerning the project.
7. Provide timely review and decisions in response to the ENGINEER’S request for information and/or required submittals and deliverable, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment “C” of this Agreement.
8. Attend and participate in progress meeting as required and as coordinated and conducted by the ENGINEER.
9. Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly indentified in Attachment “B” of the Agreement.
10. Assist the ENGINEER as required in the coordination with the USAGE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
11. Review and approve the Project design criteria.
12. Review and approve change orders if required and prepared by the ENGINEER.

**EXHIBIT "B"**

**Scope of Services  
Provided by Engineer**



## **EXHIBIT “B”**

### **HIDALGO COUNTY PRECINCT 1**

#### **Mile 6 North Road & Anastacia Road (Sunrise Subd) and adjoining areas Drainage Improvements**

#### **Scope of Services**

This project consists of providing all necessary documentation and services as outlined in Hidalgo County Pct. 1 letter dated April 26, 2011, as well as a drainage study, construction plans, and surveying for Design and easement acquisition for Mile 6 North Road & Anastacia Road (Sunrise subdivision) and adjoining areas for Drainage Improvements.

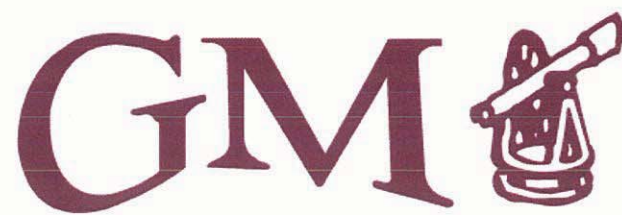
The following is the work to be done for this project:

1. Drainage Improvements
  - a. Conduct a topographic survey for the project area.
  - b. Generate plans and profiles for the proposed project.
  - c. Provide easement survey and metes and bounds description.
  - d. Provide site visits to monitor construction progress.
  - e. Review pay request and make recommendations
  - f. Administer the project closeout on behalf of the County including testing observations, documentation, etc.
  - g. Generate As-Built plans for the County upon project completion.
  - h. Daily construction oversight and compliance.

Please find attached as Exhibit “D” a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Precinct #1.

**EXHIBIT "C"**

**Work Schedule**







**EXHIBIT "D"**

**Estimated Cost Proposal**



## EXHIBIT "D"

### ENGINEERS OPINON OF PROBABLE CONSTRUCTION COST

#### HIDALGO COUNTY PCT. 1 -MILE 6 NORTH, ANASTACIA ROAD AND ADJOINING AREAS DRAINAGE STUDY AND IMPROVEMENTS PROJECT

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
<b>Drainage Improvements</b>					
1	Roadside Drainage Swale Cut & Reshape (Lt. & Rt.)	11	STA.	\$300.00	\$3,300.00
2	18" RCP Culvert (Driveways)	416	L.F.	\$36.00	\$14,976.00
3	18" Concrete Safety End Treatment	52	EA.	\$700.00	\$36,400.00
4	Asphalt Driveway Repair	416	L.F.	\$7.00	\$2,912.00
5	Concrete Driveway Repair	25	L.F.	\$12.00	\$300.00
6	36" RCP (for Grated Drop Inlet Connections)	64	L.F.	\$65.00	\$4,160.00
7	48" RCP (Ditch Outfall)	340	L.F.	\$110.00	\$37,400.00
8	4' X 6' Grated Drop Inlet	3	EA.	\$4,000.00	\$12,000.00
9	Concrete Rip-Rap (10' X 20')(Sunrise Subd.)	1	L.S.	\$6,000.00	\$6,000.00
10	Concrete Rip-Rap (9' X 10')(Mi. 6 N.)	1	L.S.	\$3,500.00	\$3,500.00
11	Barricades, Signs & Traffic Control Plan per TxDOT TMUTCD (For Entire Project)	1	L.S.	\$1,000.00	\$1,000.00
12	Mobilization (Entire Project)	1	L.S.	\$1,000.00	\$1,000.00
<b>Total Probable Engineers Estimated Construction Cost</b>					<b>\$122,948.00</b>

a.	10% Contingency	\$12,300.00
b.	Drainage Study	\$5,000.00
c.	Engineering Design from Drainage Study Recommendations	\$12,300.00
d.	Constuction Phase Services / Daily Inspection	\$3,700.00
e.	Topography Surveying for Study & Design	1400 L.F. \$4,200.00
f.	Drainage Easements (3 Parcels)	2500 EA. \$7,500.00
<b>Total Probable Engineers Estimated Cost</b>		<b>\$167,948.00</b>



**GUZMAN & MUÑOZ**  
**ENGINEERING AND SURVEYING, INC.**

Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83  
MERCEDAS, TX 78570

PHONE: (956) 565-4637  
FAX: (956) 565-4636

April 28, 2011

Commissioner Joel Quintanilla  
County of Hidalgo, Precinct # 1  
1902 Joe Stephens Ave.  
Weslaco, Texas 78596

RE: Mile 6 North Road, Anastacia Road (Sunrise Subd) and adjoining areas  
Drainage Study and Improvements  
Engineering Services Proposal

Commissioner Quintanilla:

It is our pleasure to submit to Hidalgo County Precinct # 1, this proposal for Professional Engineering Services in relation to the above mentioned project and your letter dated April 26, 2011 requesting a Work Authorization proposal. Our site visits and preliminary research along with our meeting with you and your staff concerning Mile 6 North, Anastacia Road and the adjoining areas, has given us an understanding of the required improvements for this project. Based on this information the following are our fees for engineering services:

Drainage Study	\$ 5,000.00
Engineering Design from Drainage Study Recommendations	\$12,300.00
Construction Phase Services/Daily Inspection	\$ 3,700.00
Topography Surveying for Study & Design	\$ 4,200.00
Drainage Easements	\$ 7,500.00

We are prepared to proceed with the drainage study and construction plans for the improvements of Mile 6 North, Anastacia Road (Sunrise Subd.). The plans will meet all criteria requirements set forth by the County. We will be performing services as follows:

- Topographic Survey
- Drainage Study
- Drainage Easements (Survey, Metes & Bounds)
- Plans
- Specifications
- Construction Cost Estimates
- Construction Oversight
- Close Out Documentation
- As-Built Plans

Should you have any questions or concerns please feel free to contact our office at (956) 565-4637.

Respectfully Submitted,

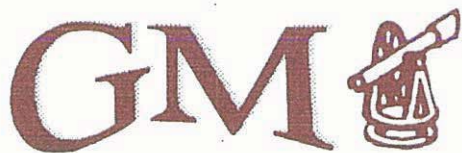
Jose L. Muñoz, P.E., S.I.T.  
Principal

# Hidalgo County Precinct #1

Mile 6 N. Road & Anastacia Road (Sunrise Subd) and  
adjoining areas

## **Drainage Improvements**

April 2011



**GUZMAN & MUÑOZ**  
ENGINEERING AND SURVEYING, INC.

2020 E. Expressway 83  
Mercedes, Texas 78570  
(956) 565-4637

lda

participant Arbitrage Compl for the provision of services as requested in RFQ NO: 2011-070-03-16-VYG-Arbitrage Calculation Services for Hidalgo County and Hidalgo County Drainage District.

approved

6. AI-26450 Acceptance and approval of final negotiated contract document with between Dr. Norma Jean Farley, M.D. and the County of Hidalgo in connection to RFQ NO: 2010-002-06-30-Pathologist To Provide Turnkey Autopsy And Related Services-Hidalgo County including authority for County Judge or Court Member to execute/sign document-Contract #C-2010-002-02-22 .

approved

7. AI-26471 Acceptance and approval of "Certificate of Substantial Completion" for Old Administratin Building -"Asbestos Abatement Services", from contractor, R.L. Abatement, Inc, as submitted and certified by project architect, Alcocer Garcia Associates, Inc.

8. AI-26446 Clarification on Agenda Item #25099 (approved by Commissioners Court on 4-26-11) in connection with Letter Of Engagement with the firm of First Southwest to reflect the following:

approved

a. To correct "(term of one year) to "term of three (3) years with County's option to renew for two (2) additional years under the same rates, terms and conditions" as all original supporting documentation confirms and NOT (term of one year) as on the original caption; and

b. to correct: effective date as May 10, 2011 and not May 27, 2011;

approved

for the RFP No: 2010-343-11-10-YZV-Financial Advisory Services Project".

B.

Pct. 1

1. AI-26545 Approval of request for Work Authorizations as follows with Guzman & Munoz Engineering & Surveying for professional engineering services through Contract #C-11-111-04-19 for: "On Call Engineering Services For Road & Bridge, C.I.P. Drainage Project" in Precinct #1:

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a. Work Authorization #001: Paving and Drainage Improvements to Mile 17 North Road, from FM 3071 (Mile 4 West) to FM 1015 (Mile 3 West) in the amount of \$63,900.00 as defined in Part 2 and Exhibit D of the Work Authorization; and

approved

b. Work Authorization #002: Drainage Improvements to Mile 12½ North Road, from FM 88 (Mile 5 West) to Mile 4 West in the amount of \$46,500.00 as defined in Part 2 and Exhibit D of the Work Authorization; and

approved

c. Work Authorization #003: Drainage Improvements to Mile 6 North Road and Anastasia Road (Sunrise Subd.) in the amount of \$32,700.00 as defined in Part 2 and Exhibit D of the Work Authorization.

C.

Pct. 2

1. AI-26509 Requesting acceptance & approval of Certificate of Substantial Completion, and Application for Payment (Retainage Release) in the amount of \$17,848.75 from Leal Construction, Inc. (contracted vendor) for "Hidalgo County Precinct No. 2 -Alamo Road Crossing Drainage Improvements Project" and as certified for payment by project engineer, Raul Sesin, P.E., Hidalgo County Planning Department with

approved

**APPROVED**

AI-26545

17.B.1.

Approval Of Work Authorizations #1-2-3 with Guzman & Munoz Engineering  
(Contract #C-11-111-04-19)

CC REGULAR

**Date:**

05/10/2011

**Submitted By:**

Vangie Garcia, PURCHASING DEPT.

**Submitted For:**

Marty Salazar

**Department:**

PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Sub-category:** Prct. 1

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**Information**

**CAPTION**

Approval of request for Work Authorizations as follows with Guzman & Munoz Engineering & Surveying for professional engineering services through Contract #C-11-111-04-19 for: "On Call Engineering Services For Road & Bridge, C.I.P. Drainage Project" in Precinct #1:

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**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2011

**ACCT. #:** 1342-431-00-121-041-0-731

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

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**Attachments**

Link: [Commissioner's Letter Of Request](#)

Link: [Work Authorization #1](#)

Link: [Work Authorization #2](#)

Link: [Work Authorization #3](#)

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**Form Routing/Status**

