

# ALCOCER GARCIA ASSOCIATES , INC.

1333 E. Jasmine Ave. McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008

September 26, 2014

City of Penitas  
c/o Oscar Cuellar, City Manager  
P.O. Box 204  
Penitas, TX 78576

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

Dear Mr. Cuellar,

Our Scope of Services for the referenced project is based on the attached list of proposed improvements and the following:

Our Architectural and Engineering services would be as contained in the standard Urban County Program Professional Services Agreement, including the following Basic Services:

1. Architectural Design and Construction Administration Services through project close-out.
2. Coordination with City with all aspects of designs
3. Electrical Engineering Design and Construction Administration Services
4. Monthly meetings with City to report progress of project, through project close-out.
5. Prepare Bidding Forms and Documents
6. Assist Owner in Receipt of Competitive Bids
7. Evaluate Bids Received
8. Review project Shop Drawings and Materials Submittals
9. Review and certify General Contractor's Application for Payments
10. Construction inspections and Reports
11. Punch -list inspection(s)
12. Final inspection and close-out documents

Based on attached list of improvements for this project, our Basic Services A/E fee would be a fixed sum of \$ 27,520.00.

We would also include the following services directly related to the project:

Civil Engineering services for parking lot and splash paddrainage.....	\$ 3,740.00
Reproduction of plans and specifications.....	400.00
Accessibility Standards Registration fee.....	200.00
Accessibility Standards Plan Review fee.....	500.00
Accessibility Standards Post Construction Inspection fee..	<u>600.00</u>
Total.....	\$ 5,440.00

The total A/E Contract would be \$27,520 .00 + \$ 5,440.00, for a total stipulated fixed sum of \$ 32,960 .00. Please consider this our best and final offer.

Sincerely,

  
George A. Garcia, Architect

cc: Lupita Garcia, UCP

September 26, 2014

Eduardo Alcocer  
AGA, INC  
1333 Jasmine Ave.  
McAllen, TX 78501

Re: City of Peñitas Memorial Park Parking Lot Proposal

Dear Mr. Alcocer:

South Texas Infrastructure Group appreciates the opportunity to submit this proposal for professional services for above referenced project in the City of Peñitas, Texas. Our Scope of Services includes the following:

- I. Topographic Survey** **\$500.00**  
South Texas Infrastructure Group will provide a boundary and topographic survey for the proposed site.
- II. Construction Plans (On-site)** **\$2,900.00**  
This Scope includes the preparation of plans for the construction and approval of proposed parking lot and drainage plans for proposed splash pad. The set of plans shall include an existing condition, parking layout, drainage plan and details. Sufficient information shall be included on the plans for staking the improvements. Client shall provide Geotechnical Report with Pavement Recommendations.

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**REIMBURSABLE EXPENSES AND ADDITIONAL SERVICES**

1. Out-of-pocket expenses related to courier expenses and reprographics shall be reimbursed at cost.
2. Additional services required by the Client that may arise and are not outlined above shall be compensated on an hourly basis per work authorization by Client.

**SCOPE SUMMARY:**

I.	Topographic Survey	\$ 500
II.	Construction Plans (on-site)	\$ 2,900
	Total:	\$ 3,400
		+ 10% <u>340</u>
		AGA — \$ 3,740. <sup>00</sup>

Provided this Scope of Services and basis of compensation is acceptable to you, please sign the attached "Professional Services Agreement" and forward a copy to our office. This will serve as notification to proceed with the work.

We appreciate the opportunity to work with you on this project. Please do not hesitate to contact our office should you have any questions.

Sincerely,

Julio C. Cerda, P.E.  
President/CEO  
South Texas Infrastructure Group, LLC



# CITY OF PEÑITAS

Mayor Marcos Ochoa  
Mayor Pro-Tem Antonio Flores Jr.  
Commissioner Alex Guajardo  
Commissioner Tomas Cedillo Jr.  
Commissioner JR Flores  
City Manager Oscar Cuellar Jr.  
City Secretary Ana Valdez

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September 30, 2014

Diana Serna, Director  
Hidalgo County Urban County Program  
Alamo, Texas 78516

Re: Architectural Services/Park Improvements Project

Dear Ms. Serna

Attached is the proposal submitted by Alcocer Garcia Associates for their final and best offer for Professional Services for the Park Improvements Project. I have reviewed their proposal and have no problems or recommended changes on the proposal as submitted and I am forwarding it to you for your review and processing. Please let me know if there is anything else you need from the City to proceed with the County's review and approval. Please keep me informed on your negotiations with them and when you anticipate approving a contract.

If you have any questions or require additional information please contact me at [oscarpenitas@yahoo.com](mailto:oscarpenitas@yahoo.com) or call me at 956-581-3345.

Respectfully

Oscar Cuellar Jr.  
City Manager

CC: Guadalupe Garcia, UC Coordinator





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/6/2014

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).

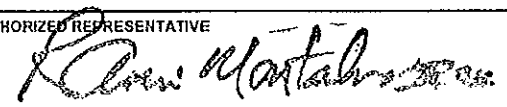
<b>PRODUCER</b> Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198 E-MAIL ADDRESS:	
<b>INSURED</b> AGA, Inc. 1333 East Jasmine Ave. McAllen TX 78501		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: State Auto Insurance Companies	
		INSURER B: CNA	
		INSURER C: Landmark American Insurance Co	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1410601539 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BOP2489589-06	5/8/2014	5/8/2015	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> Ded. \$500 per claim BI/PD						PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY			BOP2489589-06	5/8/2014	5/8/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
	DED		RETENTION \$				\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 6 11398759	4/26/2014	4/26/2015	WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A					E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000	
C	Professional Liability (Claims Made)			LHR742106	11/10/2013	11/10/2014	\$1,000,000 Each Claim Ded. \$2500	
							\$1,000,000 Aggregate Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Project: City of Penitas Park III

<b>CERTIFICATE HOLDER</b>  Hidalgo County Urban County Program 427 E. Durante Ave., Ste 107 Alamo, TX 78516	<b>CANCELLATION</b>  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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STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**Professional Services Agreement**

This Agreement, entered into this 14<sup>th</sup> day of October, 2014 by and between Hidalgo County, Texas acting by and through its Urban County Program, (hereinafter called the "Party") and Alcocer Garcia Associates, Inc., duly authorized Architect, herein acting by Eduardo Alcocer Principal (hereinafter called the "Architect").

**WITNESSETH THAT:**

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants.

WHEREAS, the Party is interested in obtaining Architectural Services;

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

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

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

**SECTION I  
EMPLOYMENT OF THE ARCHITECT**

Party and Architect agree that Party's obligations under the Agreement are subject to and contingent upon actual receipt of adequate federal funds to meet the obligations of Party under this agreement. The Party agrees to employ the Architect to furnish and provide the architectural services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Architect as stated in the sections to follow.

**SECTION II  
BASIC SERVICES OF THE ARCHITECT**

The Architect shall perform the following Basic Services for City of Peñitas Parks, Recreational Facility Improvements Project Account(s) 5002/09-13-60-0306-5000-6000, (the "Project") as more particularly described in Exhibit A attached hereto.

## **2.1 Preliminary Phase**

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

## **2.2 Design Phase**

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

## **2.3 Construction Phase**

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

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

**SECTION III  
ADDITIONAL SERVICES OF THE ARCHITECT**

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

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

**SECTION IV  
REIMBURSABLE EXPENSES**

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

**SECTION V  
THE PARTY'S RESPONSIBILITIES**

**The Party will:**

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

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

## SECTION VI PAYMENTS TO THE ARCHITECT

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

- 6.1 The Architect shall be paid a total fixed amount of **Thirty-Two Thousand Nine Hundred Sixty Dollars and Zero Cents (\$32,960.00)** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Architect's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.
- 6.2 At Architect's completion and Party's approval of the Architect's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.
- 6.3 At Architect's completion and Party's approval of the Architect's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.
- 6.4 At Architect's completion and Party's approval of the Architect's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Architect's reports.
- 6.5 For Additional Services as provided in Section III herein the Architect shall be paid a sum of 1.1 times the Architect's actual cost for such services.

## SECTION VII OWNERSHIP OF DOCUMENTS

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

**SECTION VIII  
TERMINATION**

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

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

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

**SECTION IX  
COUNTY AND CITY OFFICIALS**

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

**SECTION X  
SUCCESSORS AND ASSIGNS**

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

**SECTION XI  
TIME OF PERFORMANCE**

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

**SECTION XII  
LAW and VENUE**

This agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas. Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

**SECTION XIII  
AMENDMENT**

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

**SECTION XIV  
COMPLIANCE WITH LOCAL LAWS**

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

**SECTION XV  
ASSIGNABILITY**

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

**SECTION XVI  
GENERAL**

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

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

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

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

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

**SECTION XVII  
INSURANCE**

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

- 17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Architect shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Architects commence operations under this Agreement, in the sum of Three Hundred Thousand Dollar (\$300,000.00) for bodily injury and \$100,000 for property damages.
- 17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- 17.3 A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of Party consistent with potential exposure of Party under the Texas Tort Claims Act;
- 17.4 Workers Compensation Insurance in amount established by Texas law, unless the Architect is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.
- 17.5 Professional Liability insurance in an amount of One Million Dollars (\$1,000,000.00).
- 17.6 All insurance policies must be written by an insurance company or companies acceptable to the Party.

**SECTION XVIII  
WARRANTY**

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

**SECTION XIX  
EFFECTIVE DATE**

The effective date of this contract shall be October 14, 2014. Such date being the date Hidalgo County Commissioners' Court approved entering into contract with Architect.

This Agreement is hereby approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_

**Eduardo Alcocer, Principal**

Firm Name: Alcocer Garcia Associates Inc.

Address: 1333 E. Jasmine Avenue,

City/ST/ZIP: McAllen, Texas 78501

FED ID #/SS #: 26-4262500

STATE OF TEXAS                    §

§

COUNTY OF HIDALGO            §

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_ of and on behalf of \_\_\_\_\_, (a corporation)(a partnership)(a sole proprietorship).

(seal)

\_\_\_\_\_  
Notary - Signature

---

**County of Hidalgo Urban County Program:**

\_\_\_\_\_  
Witness

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

Revised as to Form:  
Atlas, Hall & Rodriguez  
By: Stephen L. Crain  
On: July 06, 2012

**Exhibit "A"**  
(Scope of Services)

See Attached

## EXHIBIT 'A'

### Scope of Architectural / Engineering Services for Improvements to Veterans Memorial Park, Phase III

Alcocer Garcia Associates, Inc. Architectural and Engineering services to be as contained in the standard Urban County Program Professional Services Agreement, including the following Basic Services:

1. Architectural Design and Construction Administration Services through project close-out.
2. Coordination with City with all aspects of designs
3. Electrical Engineering Design and Construction Administration Services
4. Monthly meetings with City to report progress of project, through project close-out.
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8. Review project Shop Drawings and Materials Submittals
9. Review and certify General Contractor's Application for Payments
10. Construction inspections and Reports
11. Punch -list inspection(s)
12. Final inspection and close-out documents

Other services to be as indicated in Alcocer Garcia Associates, Inc. fee proposal letter.



George A. Garcia, V.P.

Alcocer Garcia Associates, Inc.