



S&BINFR-01

SUZANNE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2014

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).

PRODUCER ProTECH Insurance Agency, Inc. 3120 Southwest Freeway, #100 Houston, TX 77098	CONTACT NAME:		
	PHONE (A/C, No. Ext): (713) 520-1090	FAX (A/C, No.): (713) 529-7505	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Union Fire Insurance Co of PA		19445
INSURED  S & B Infrastructure, Ltd. Attn: Diane Larrivee P.O. Box 266245 Houston, TX 77207-6245	INSURER B : Insurance Company of the State of PA		19429
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

### 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		GL 5610567	01/01/2015	01/01/2016	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	\$ 1,000,000
							PRODUCTS - COM/POP AGG	\$ 1,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X		CA 6579220	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
							\$	\$
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 N	N/A	WC 028328392	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Sullivan City Solar Light Project  
Certificate Holder is included as an Additional Insured with respect to the Commercial General Liability Policy and the Business Automobile Policy.

### CERTIFICATE HOLDER

### CANCELLATION

Hidalgo County Urban County Program 427 East Duranta Ave, Suite 107 Alamo, TX 78516	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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S&B Infrastructure, Ltd.

18 December 2014

Hidalgo County Urban County Program (UCP)

Attn: Guadalupe V. Garcia

UCP Coordinator II

427 E. Duranta Ave, Suite 107

Alamo, Texas 78516

RE: Sullivan City Street Improvements – Solar Lighting  
Professional Services Agreement  
*Best and Final Offer*

Dear Ms. Garcia,

As requested, S&B Infrastructure, Ltd.'s final best and final offer (BAFO) is a total fixed amount of **\$38,245.93** for services outlined in the attached Exhibit A and proposed to be rendered under the above-referenced professional services agreement (draft attached). A line item cost proposal supporting the BAFO is also included on pages 6 and 7 of the attached Exhibit A.

If you have any questions regarding this matter, please feel free to contact me at anytime.

Sincerely,

A handwritten signature in black ink, appearing to read 'Charlotte L. Teague', is written over a horizontal line.

**Sharlotte L. Teague, PE**

**Senior Project Manager**

956.926.5000 / cell: 956.279.7364

cc: Project Files  
Reddy Kajuluri  
Judy Davila

Attachments:

Draft Project Services Agreement  
Exhibit A

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**Professional Services Agreement**

This Agreement, entered into this 4<sup>th</sup> day of February 2015 by and between Urban County Program, (hereinafter called the "Party") and S&B Infrastructure, Ltd., duly authorized Engineer, herein acting by Daniel O. Rios, PE, Senior Vice-President / Principal (hereinafter called the "Engineer").

**WITNESSETH THAT:**

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, 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 Engineer to render certain services in connection therewith;

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

**SECTION I  
EMPLOYMENT OF THE ENGINEER**

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

**SECTION II  
BASIC SERVICES OF THE ENGINEER**

The Engineer shall perform the following Basic Services in connection with the proposed Sullivan City Street Improvements – Solar Lighting Account(s) 5013-77-0311-5000-7700 (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 Engineer, 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.

## **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 Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

- a. Make periodic visits to the site (one site visit per week for a maximum of six weeks), 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.

- b. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party. If any Change Orders are required and the change was not associated with an error or omission on the part of the Engineer, a supplement will be provided to the Engineer to develop a Change Order, if required.
- c. During the progress of actual construction, Engineer will keep continually 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.
- d. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.
- e. 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.
- f. Review monthly and final estimates for payments to Contractor(s).
- g. Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.
- h. 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.
- i. Provide the Party with bond copies of as-built drawings (certifying only those elements that were witnessed by the Engineer's Representative) of the constructed improvements, within sixty (60) days of issuance of certificate of completion.
- j. The Engineer will be responsible for interim (1 site visit per week for a maximum of six weeks) and final inspection.
- k. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

**SECTION III  
ADDITIONAL SERVICES OF THE ENGINEER**

If authorized in writing by the Party, the Engineer 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 Engineer 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 Engineer on the basis of 1.1 times the Engineers 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 Engineer 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 Engineer may rely upon in performing his services under this agreement.
- 5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.
- 5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.
- 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 Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

**SECTION VI  
PAYMENTS TO THE ENGINEER**

Subject to Party receiving adequate funding to meet the Party's obligation under this Agreement, the Party agrees to pay the Engineer for completed services as identified by the Party:

- 6.1 The Engineer shall be paid a total fixed amount of \$38,245.93 for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.
- 6.2 At Engineer's completion and Party's approval of the Engineer'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 Engineer's completion and Party's approval of the Engineer'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 Engineer's completion and Party's approval of the Engineer'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 Engineer's reports.
- 6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer'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 Engineer. Upon receipt of such notice, the Engineer 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 Engineer 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 Engineer a sum of money equal to the reasonable value of the professional engineer services rendered by the Engineer to the Party in connection with the services performed

under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer 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 Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

**SECTION IX  
COUNTY AND CITY OFFICIALS**

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

**SECTION X  
SUCCESSORS AND ASSIGNS**

Party and Engineer 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 Engineer shall assign or transfer any interest in this Agreement without the written consent of the other.

**SECTION XI  
TIME OF PERFORMANCE**

The Engineer 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 Design phase and estimates by sixty (60) days and complete same within the earliest practical time from such notice to proceed.

**SECTION XII  
VENUE**

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

**SECTION XIII  
AMENDMENT**

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

**SECTION XIV  
COMPLIANCE WITH LOCAL LAWS**

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer 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 Engineer 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 Engineer 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 Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer 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 Engineer 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 Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of Three Hundred Thousand Dollars (\$300,000.00) for bodily injury and One Hundred Thousand Dollars (\$100,000.00) for property damages.
- 17.2 A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability Insurance Policy consistent with potential exposure of County under the Texas Tort Claims Act;
- 17.3 Workers Compensation Insurance in amount established by Texas law, unless the engineer is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.4 All insurance policies must be written by an insurance company or companies acceptable to the Party.

**SECTION XVIII  
WARRANTY**

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

**SECTION XIX  
EFFECTIVE DATE**

The effective date of this contract shall be February 4, 2015. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Signature: \_\_\_\_\_  
Daniel O. Rios, PE, Senior Vice-President

Firm Name: S&B Infrastructure, Ltd.  
Address: 5408 N. 10<sup>th</sup> Street  
City/ST/ZIP: McAllen, TX 78504

FED ID #/SS #: 76-0431527

**STATE OF TEXAS** §  
§  
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2015,  
by \_\_\_\_\_ of and on behalf of \_\_\_\_\_,  
title) (a corporation)(a partnership)(a sole proprietorship).

(seal)

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

**County of Hidalgo Urban County Program:**

\_\_\_\_\_  
Witness

Approved as to Form:  
Atlas, Hall & Rodriguez, LLP

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

\_\_\_\_\_  
By: Stephen L. Crain

Attachments: *Exhibit A*

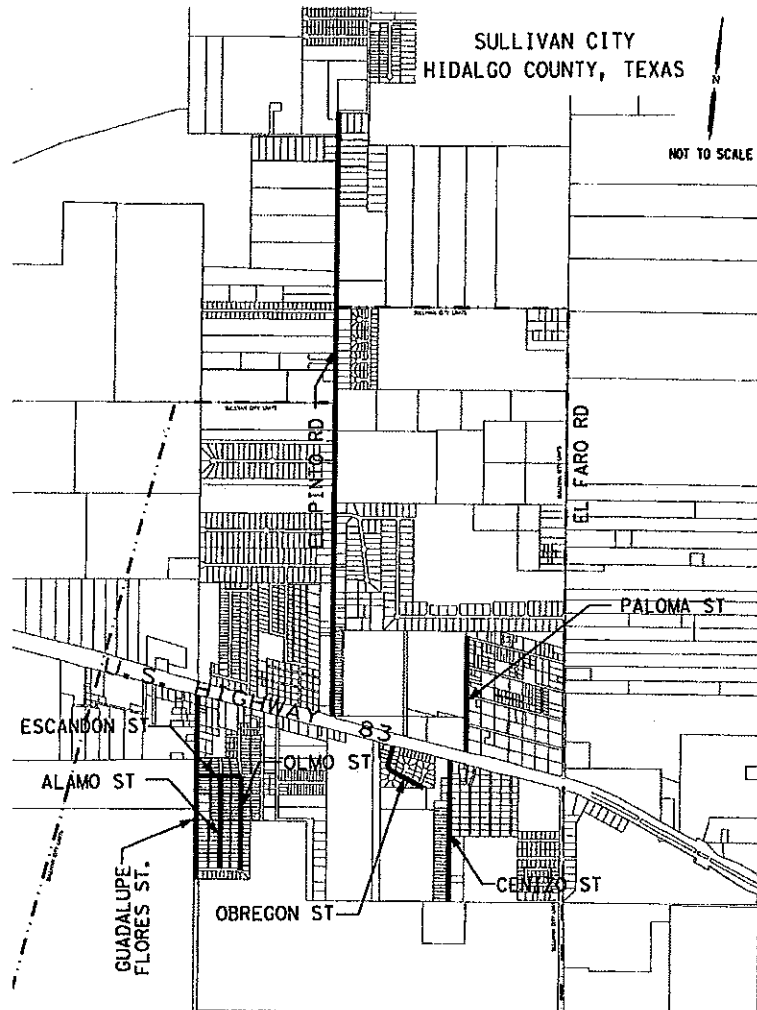
## Exhibit A

### I. Project Description

The work to be developed under this Agreement consists of planning, design, and plans, specifications, & estimates (PS&E) for the development of solar lighting on various streets in Sullivan City, Hidalgo County, Texas. The locations are as follows:

El Pinto Road	from Expressway 83 north to 175 north of Bluebird Street	(0.65 mile)
El Pinto Road	from 280 ft south of Sullivan City Dr to 154 ft north of Sullivan City Dr	(0.08 mile)
El Pinto Road	from 723 ft north of Sullivan City Dr to 491 ft north of Llanta Lane	(0.35 mile)
El Pinto Road	from 1094 ft south of Los Cenizos Rd to Benavides Elementary School	(0.28 mile)
Guadalupe Flores Street	from Expressway 83 south to Villalon Street	(0.52 mile)
Cenizo Street	from Expressway 83 south to City Hall	(0.5 mile)
Alamo Street	from Villalon Street to Escandon Street	(0.3 mile)
Olmos Street	from Villalon Street to Escandon Street	(0.3 mile)
Escandon Street	from Guadalupe Flores to Olmos Street	(0.2 mile)
Obregon Street	abutting Expressway 83 in a "C" formation	(0.2 mile)
Paloma Street	from Expressway 83 to 4th Street	(0.3 mile)

The above-identified streets are identified in the Location Map below:



Location Map

## II. Services to be Provided by the Party

For this Agreement, the Party will provide the following:

1. Authorization to begin work.
2. Payment for work performed by the Engineer and accepted by Sullivan City.
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 Sullivan City may have on file concerning the project.
5. Review and approve the Engineer's progress schedule with milestone activities and/or deliverables identified.
6. 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.
7. Designate in writing a person to act as City's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define policies and decisions with respect to all elements pertinent to the Engineer's services.
8. Obtain any permits required by local, state, and / or federal authorities for the development of the project.
9. Attend/participate in progress meetings as required.
10. Advertise and obtain bids for construction work thru Buy Board vendors.
11. Open and tabulate bids obtained through Buy Board vendors.
12. Preparation of formal contract documents.

## III. Services to be Provided by the Engineer

The Engineer shall provide the following:

### 1. General.

The Engineer shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required, except as otherwise specified in the services to be provided by the Party.

### 2. Preliminary Phase. In accordance with Section II, paragraph 2.1, the Engineer shall:

- a. Evaluate, model, and determine the appropriate locations for lighting spacing requirements; and prepare preliminary engineering plans in the form of a schematic identifying the proposed locations for each street.
- b. Present to the Party the schematic at one preliminary conference.
- c. After receiving comments from the preliminary conference, submit the Preliminary Phase Packet to include the schematic and associated construction cost estimate for final review and acceptance by the Party.

### 3. Design Phase. Upon approval from Sullivan City, the Engineer shall proceed with the following in accordance with Section II, paragraph 2.2:

- a. **Coordination / Meetings.** For this phase, the Engineer shall attend no more than 1 meeting.
- b. **Geotechnical.** As a minimum, the subsurface exploration and required testing shall define in sufficient detail the following elements, where applicable for foundation design recommendations at proposed pole locations, and safety recommendations for open trench construction:
  - (1) Six geotechnical borings, minimum depth of 10 feet.

- (2) Soil Strata;
    - a) Depth, thickness and variability
    - b) Identification and classification (Unified Soil Classification System preferred)
    - c) Relevant engineering properties (i.e., shear strength, compressibility, stiffness, permeability, expansion or collapse potential)
  - (3) Rock strata;
    - a) Depth to rock
    - b) Identification and classification
    - c) Quality (i.e., soundness and hardness)
    - d) Compressive strength (i.e., uniaxial compression, and point load index)
  - (4) Ground water elevation (indicate any conflict between proposed pole locations with ponding areas, drainage invert elevations etc.), and ground surface elevation.
  - (5) Local conditions requiring special consideration: Exploration logs shall include soil and rock strata descriptions, penetration resistance for soils (i.e., Tex-132-E), and sample recovery and rock quality designation (RQD) for rock strata. The drilling equipment and method, use of drilling mud, type of cone penetrometer (i.e., mechanical or electrical), and any unusual subsurface conditions such as artesian pressures, boulders, obstructions, or voids shall also be noted on the exploration logs.
  - (6) The geotechnical report prepared by the Consultant shall include, at a minimum: geotechnical plan, a brief description of site conditions and sampling equipment, testing procedures, the site plan showing the layout for boring locations, the geotechnical boring logs, the description of the geologic setting, soil profile, and ground water system below existing grade, laboratory analyses, recommendations on foundation bearing pressures and estimated settlements of foundations and embankments, a brief discussion on earth pressures and other criteria for the design of foundations, a brief narrative on special treatment procedures for man-made fills or expansive soils that may be present in the subsurface soil profile, conclusions, preliminary foundation design recommendations at proposed poles, and safety recommendations for open trench construction where applicable. All work shall be in accordance with industry standards.
- c. Field Survey.** Field survey will be performed to determine existing right-of-way and easement locations of the city streets at the locations of the proposed installation of lights only.
- d. Construction Contract Drawings, Specifications, and Estimates.** The Engineer shall prepare construction contract drawings (plans), specifications and estimates (PS&E) for the construction of solar lighting in accordance with the approved schematic. These documents shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the City for approval.

Plan Sheets: Plan sheets shall be developed in 11"x17" format, and include, but not be limited to, title sheet, design details, and standards. (Standards may be used from other government entities, but must be signed and dated by the Project Engineer of responsible supervision as being applicable to the Project.)

Graphics files will be developed in Microstation design file format, and must plot consistent with the reproducible plots submitted.

Specifications: Specifications shall be developed by the Engineer, but must incorporate, to the extent possible, references to standard design requirements, and any other applicable industry standards.

The Engineer shall prepare detailed cost estimates and proposals of authorized construction, which shall

include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The Engineer shall not be required to guarantee the accuracy of those estimates.

- e. **Engineering Data.** The Engineer shall provide copies of all engineering data to the Party.
- f. **Advertisement and Bidding.** Not required for this project; bids to be obtained through Buy Board by the Party.

The Engineer shall provide responses to vendor / bidder's inquiries during the bidding phase.

- g. **Property or Easement Descriptions.** All proposed project elements will be designed to be constructed within Sullivan City right-of-way; no property or easement descriptions will be required for this project.
4. **Construction Phase.** In accordance with Section II, paragraph 2.3, the Engineer shall perform the following:
- a. **Opening and Tabulation of Bids.** Not required for this project; bids to be obtained through Buy Board by the Party.
  - b. **Formal Contract Documents.** Not required for this project; contract documents to be prepared through Buy Board by the Party.
  - c. **Periodic Visits.** The Engineer shall make periodic visits to the site as required (no more than once a week during the period of construction for a maximum of 6 weeks or as budget allows).
  - d. **Change Orders.** The Engineer shall consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party (for plan omissions only); if new item of work then an amendment to the Agreement shall be developed in accordance with Section XIII of the Agreement to incorporate a negotiated fee to compensate the Engineer for Change Orders that incorporate new items of work.
  - e. **Construction Progress.** During the progress of actual construction, Engineer will keep continually 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. **Shop Drawings and Working Drawings.** The Engineer shall review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.
  - g. **Testing, and Materials.** The Engineer shall review and provide a recommendations 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. **Payments to Contractor.** The Engineer shall review and provide recommendation regarding monthly and final estimates for payments to the Construction Contractor.
  - i. **Final Inspection.** The Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.
  - j. **Certificate of Completion.** Prior to the Party's dispersal of any retainage of funds, the Engineer shall 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. **As-Builts.** The Engineer shall provide the Party with bond copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion; certification will only be

for those elements actually observed by the Engineer's representative.

- l. Interim and Final Inspection.** The Engineer will be responsible for interim (maximum of 1 site visit per week for a maximum of 6 weeks or as budget allows) and final inspection.
- m. Copies of Plans, Specifications, and Contract Documents.** The Engineer shall furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

#### **IV. Schedule**

The project shall be developed within the following milestones:

##### **1. Preliminary Phase**

- Preliminary Plans / Schematic shall be provided to Sullivan City within 5 calendar days of notice-to-proceed.
- Preliminary Conference shall occur within 2 working days of the submittal of the Schematic.
- Comments from the City shall be received within 2 working days of the Preliminary Conference.
- Final Schematic will be provided to the City within 2 working days of receiving comments from the City.

##### **2. Design Phase**

- Draft PS&E and Contract Documents will be provided within 20 calendar days of receiving approval from the Party to proceed to with the Design Phase.
- Comments from the City shall be provided to the Engineer within 5 working days of receiving the Draft PS&E and Contract Documents.
- Final PS&E and Contract Documents will be provided to the City for Advertisement within 5 calendar days of receiving comments from the City.

##### **3. Construction Phase**

- The Engineer shall provide a recommendation regarding award within 5 calendar days of receiving copies of the bids.

In general, the plans, specifications, and estimates shall be developed for a 2015 construction letting.

The Party and the Engineer will diligently pursue the completion of the Project as defined by the milestones and deliverable due dates outlined in the work authorization's associated work schedule.

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

#### **V. Contract Rates and Cost Proposal**

(See next page.)



## City of Sullivan City

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Mayor Rosendo "Cheno" Benavides  
Councilmember Plc. 1 Leonel "Leo" Garcia  
Councilmember Plc. 2 Daniel Flores  
Councilmember Plc. 3 Joel Flores  
Councilmember Plc. 4 Adriana Rodriguez

Guadalupe V. Garcia  
Program Coordinator II  
Urban County Program

December 16, 2014

Dear Mrs. Garcia,

This letter is to inform you that the City of Sullivan City agrees with the best and final offer submitted by S & B infrastructure in the amount of ~~\$39,914.60~~. The City therefore recommends their contract be approved. Please feel free to contact me if you have any questions.

\* 38,245.93 *garcia*

Sincerely,

*Judy Davila*

Judy Davila  
City Manager

\* Note: Lowered by negotiation process. — *garcia*