



14 June 2016

**Hidalgo County Urban County Program (UCP)**  
**Attn: Guadalupe V. Garcia, UCP Coordinator II**  
427 E. Duranta Ave, Suite 107  
Alamo, Texas 78516

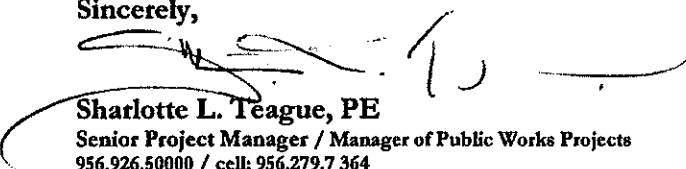
**RE: Sullivan City Parks, Recreational Facility Improvements**  
**Professional Services Agreement**  
**Revised *Best and Final Offer* – EXHIBITs “B” and “D”**

Dear Ms. Garcia,

As requested, and based on Tony Barco's request for adjustment in scope on May 13, S&B Infrastructure, Ltd. has revised our best and final offer (BAFO) to a total fixed amount of **\$53,568.70** based on conditions previously discussed and identified. Attached are the requested revised exhibits, including EXHIBITs “B” and “D”. No change has been made to the previously-provided schedule (EXHIBIT “C”), identifying the project to be completed by January 2017. All other exhibits remain the same as previously submitted.

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

Sincerely,



**Charlotte L. Teague, PE**  
Senior Project Manager / Manager of Public Works Projects  
956.926.5000 / cell: 956.279.7364

cc: Project Files  
Reddy Kajuluri, PE  
Judy Davila, Sullivan City

Attachments:

- 1 – EXHIBIT “B” Revised, Scope of Services to be Provided by the Engineer
- 2 – EXHIBIT “D” Revised, Cost Proposal / Contract Rates



agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

**2. Non-Exclusive Services of Engineer.** Hidalgo County 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.

**3. Term.** This Agreement is for a period of **one (1) year**, effective **June 20, 2016**, and will expire **June 20, 2017** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D".

**4. Compensation.** As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Engineer. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 23 herein.

**5. Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

**6. Amendments.** If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

**7. Reporting.** The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

- a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.
- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

**8. Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

**9. Suspension of Work.** Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. 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 County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

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

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

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County'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 Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County 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:

- a.** problems, delays, adverse conditions which will materially affect the ability to attain Agreement 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

- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

**11. Independent Contractor.** Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

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

**13. Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

**14. Insurance.** Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

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

**16. No Assignment.** Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

**17. Conflict.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

**18. Termination by County.** If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

**19. No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**20. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Engineer, and not otherwise.

**21. Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**22. Hold Harmless.** In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This Indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

**23. Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto,

including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

**24. Notices.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County Urban County  
Attn: Diana R. Serna, UCP Director  
427 East Duranta Avenue, Suite 107  
Alamo, Texas 78516

If to Engineer: **S & B Infrastructure, LTD**  
Attn: Daniel O. Rios, P.E.  
5408 N. 10<sup>th</sup> Street  
McAllen, Texas 78504

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

**25. Executions of Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

**26. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**27. Gender.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

**28. Authority.** The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

**29. Professional Seal.** All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

**30. Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

**31. Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

**EXECUTED** as of the day and year first written above.

**HIDALGO COUNTY**

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

**ENGINEER:  
S & B Infrastructure, LTD**

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

Printed Name Daniel O. Rios, P.E.

Title: \_\_\_\_\_

**ATTEST:**

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

**Approved by Commissioners' Court on: June 20, 2016.**

**APPROVED AS TO FORM:**  
Atlas, Hall & Rodriguez, L.L.P.

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

**ATTACHMENTS:**

- EXHIBIT A** -Scope of Services to be provided by the County
- EXHIBIT B** -Scope of Services to be provided by the Engineer
- EXHIBIT C** -Engineer's Rates
- EXHIBIT D** -Work Authorization Form
- EXHIBIT E** -Supplemental Agreement Form
- EXHIBIT F** -Certificates of Insurance

# EXHIBIT A

## -Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

### **General:**

The Owner will provide to the Engineer the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
- 2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 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 Exhibit "A" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

**EXHIBIT B**

-Scope of Services to be provided by the Engineer

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# EXHIBIT "B"

## Scope of Services to be Provided by the Engineer

### 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 Sullivan City Parks, Recreational Facility Improvements in Sullivan City, Hidalgo County, Texas.



Location Map

a	Wet Area - 47ft X 65ft
b	Seating Area - 60ft X 70ft
c	Flower shower @ 5 gpm
d	Water Tent
e	Water Sheet
f	Water Put
g	Aim & Spray
h	2-Tot Ground Spray Covers
i	2-Water Bug
j	4-Triple Arch Jets
k	2-Arch Jet
l	Activation Bollard
m	Recirculation system with chlorination
n	2-Mega Fan Spray
o	Grass area, Water line & Waste line
p	UV disinfection system (optional)

Water Park Proposed Features

## II. Description of Services

The Engineer shall provide the following, and the following shall supersede the terms and conditions of the Agreement should there be conflict between the Agreement and 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.** The Engineer shall:
  - a. Evaluate and determine the appropriate elements of the proposed splash pad/water park; and prepare preliminary engineering plans in the form of a schematic identifying the proposed activities in the water park.
  - 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 the Party, the Engineer shall proceed with the following:
  - a. **Meetings.** For this phase, the Engineer shall attend no more than 1 meeting in person; other coordination / meetings will be thru teleconference.
  - 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 water park elements, and safety recommendations for open trench construction:
    - (1) Two 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 park improvements, and safety recommendations for open trench construction where applicable. All work shall be in accordance with industry standards.

- c. **Construction Contract Drawings, Specifications, and Estimates.** The Engineer shall prepare the plans and specifications for "Buy Board" procurement.
  - d. **Engineering Data.** The Engineer shall provide copies of all engineering data to the Party.
  - e. **Property or Easement Descriptions.** It is understood that all proposed project elements will be designed to be constructed within Sullivan City property; no property or easement descriptions will be required for this project.
4. **Construction Phase.** The Engineer shall perform the following:
- a. **Opening and Tabulation of Bids.** Not required for this project.
  - b. **Formal Contract Documents.** Assist the Party with the preparation of Formal Contract Documents for one bid advertisement.
  - 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 (3 months)).
  - d. **Change Orders.** The Engineer shall consult with and advise the Party and issue all instructions and Change Orders to the Contractor (for plan omissions only); if new item of work then an amendment to the Agreement shall be developed 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, the Engineer will prepare a monthly progress report to be 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 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. **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 one 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 to the Contractor, 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 (of those items observed at time of monthly visit), 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 3 months) 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.

## Work Schedule

The project shall be developed within the following milestones:

### 1. Preliminary Phase

- Preliminary Plans / Schematic shall be provided to the Party within 15 calendar days of notice-to-proceed.
- Preliminary Conference shall occur within 2 working days of the submittal of the Schematic.
- Comments from the Party shall be received within 2 working days of the Preliminary Conference.
- Final Schematic will be provided to the Party within 10 working days of receiving comments from the Party.

### 2. Design Phase

- Draft PS&E and Contract Documents will be provided within 30 calendar days of receiving approval from the Party to proceed to with the Design Phase.
- Comments from the Party 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 Party for advertisement within 15 calendar days of receiving comments from the Party.

### 3. Construction Phase

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

In general, the Work Schedule is graphically shown below, and the plans, specifications, and estimates shall be developed for a 2016 construction letting.

	2016							2017		
	June	July	August	September	October	November	December	January	February	March
Contract Agreement										
Planning & Site Visit										
Geotechnical Work										
Preparation of Plans & Specification										
Project Bidding										
Construction Phase										
Project Closing documentation										

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

**EXHIBIT C**  
-Engineer Contract Rates

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**Cost Proposal and Contract Rates**

<b>Task Description (from EXHIBIT "B")</b>	<b>Project Manager</b>	<b>Project Engineer</b>	<b>Project Designer</b>	<b>Project Inspector</b>	<b>Project Secretary</b>	<b>CAD / GIS Tech</b>	
<b>Preliminary Phase</b>							
a&b. Evaluate / determine the proposed appropriate elements of the park; and prepare preliminary engineering plans in the form of a schematic identifying the proposed activities in the water park; Present to the Party the schematic at one preliminary conference.	2	8	12			30	
c. Incorporate 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.	1	4	12			10	
Perform QC / QA.		8					
<b>Design Phase</b>							
a. Coordinate / attend one meeting; other coordination thru teleconference.	2		2		2		
b. Geotech design (see Special Services / Subconsultants below.)							
c. Prepare plans and specifications thru Buy Board procurement.	4	40	40			80	
Perform QC / QA.		8					
<b>Construction Phase</b>							
a. Assist Party during bidding process, responding to inquiries / request for clarifications from prospective bidders.	2	10	20				
b. Inspection/CO/reports/payments/asbuilts - actual site inspection will occur only once / week for 3 months.	2	15		39	10	12	
<b>TOTAL HOURS</b>	13	93	86	39	12	132	
<b>BASE HOURLY RATE</b>	65.00	50.00	31.05	35.00	16.00	25.00	
<b>BIDDING RATE (Incl. O&amp;P &amp; Profit)</b>	\$236.98	\$182.29	\$113.20	\$127.60	\$58.33	\$91.15	
<b>SUBTOTAL - LABOR COST</b>	\$9,080.70	\$16,952.97	\$9,735.38	\$4,976.52	\$699.99	\$12,081.14	
<b>SPECIAL SERVICES / SUBCONSULTANTS</b>				<b>DIRECT EXPENSES</b>			
Geotechnical Investigations / Report	\$5,000.00	Auto Mileage (@ \$ 0.56 ___/mile)		10	70	\$392.00	
		Supplies				\$200.00	
<b>SUBTOTAL - SPECIAL SERVICES</b>				<b>SUBTOTAL - EXPENSES</b>		<b>\$592.00</b>	
<b>SUMMARY</b>							
<b>LABOR</b>							\$47,476.70
<b>SPECIAL SERVICES / SUBCONSULTANTS (@ 10% Markup)</b>					x 1.10	x 1.10	\$5,500.00
<b>EXPENSES</b>					x 1.00	x 1.00	\$592.00
<b>TOTAL FEE:</b>							<b>\$53,568.70</b>



**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

**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 Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. \_\_\_\_ .**

**HIDALGO COUNTY  
URBAN COUNTY PROGRAM**

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

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ (cc approval date) \_\_\_\_\_ as indicated below and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

**THE ENGINEER:  
S & B Infrastructure, LTD.**

**THE OWNER:  
HIDALGO COUNTY**

\_\_\_\_\_  
By: Daniel O. Rios, P.E.

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

**ATTEST:**

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



**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 \_\_\_\_\_, 20\_\_.

**THE ENGINEER:  
S & B Infrastructure, LTD.**

**THE OWNER:  
HIDALGO COUNTY**

\_\_\_\_\_  
By: Daniel O. Rios, P.E.

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

**ATTEST:**

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

**LIST OF ATTACHMENTS**

(as required)

**EXHIBIT F**  
-Certificates of Insurance

DRAFT

Certificate of Insurance



**CERTIFICATE OF LIABILITY INSURANCE**

S&BINFR-01 SUZANNE

DATE (MM/DD/YYYY)  
5/26/2016

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> ProTECH Insurance Agency, Inc. 3120 Southwest Freeway, #100 Houston, TX 77098	<b>CONTACT NAME:</b> SUZANNE
	PHONE (A/C No. Ext.): (713) 520-1090      FAX (A/C No.): (713) 529-7505 E-MAIL ADDRESS: suzanne@protech-ins.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> National Union Fire Insurance Co of PA	NAIC # 19445
<b>INSURER B:</b> Insurance Company of the State of PA	19429
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED**  
 S & B Infrastructure, Ltd.  
 Attn: Diane Larrivee  
 P.O. Box 286246  
 Houston, TX 77207-6246

**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. SUBR INSD 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 OTHER:	X	GL 6610667	01/01/2016	01/01/2017	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 - COMPI/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	CA 6679220	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED 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/A	WC 014268002	01/01/2016	01/01/2017	<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)  
 Certificate Holder is included as an Additional Insured and provided 30 Days Notice of Cancellation to the extent agreed by written and signed contract.

<b>CERTIFICATE HOLDER</b>  Hidalgo County Urban County Program 427 E. Duranta Avenue, Suite 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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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
S&B Infrastructure, Ltd.  
Houston, TX United States

Certificate Number:  
2016-62864

Date Filed:  
05/27/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Hidalgo County - Urban County Program

Date Acknowledged:

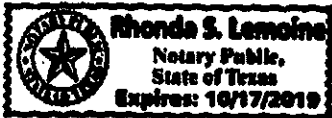
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
Granjeno Parks Recreation Fac  
Professional Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Reddish, Harold	Houston, TX United States	X	
Rios, Daniel	McAllen, TX United States	X	

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Handwritten Signature]*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE.

Sworn to and subscribed before me, by the said Harold J. Reddish, this the 27 day of May, 2016, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*  
Signature of officer administering oath

Rhonda S. Lemoine  
Printed name of officer administering oath

Notary  
Title of officer administering oath

Certificate has been acknowledged

Enter Certificate number you wish to acknowledge:  What is this?

Re-enter Certificate number you wish to acknowledge:

[Acknowledge This Certificate](#) | [View PDF Certificate](#)

### Completed Certificates

Certificate Number	Contract ID #	Business Entity	Date Completed	Certificate Status	Acknowledged Date	Action
2016-62664		S&B Infrastructure, Ltd.	05/27/2016	Acknowledged	05/31/2016	<a href="#">Print</a>

What is this?