

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the 10th day of January, 2017 by and between **HIDALGO COUNTY, TEXAS**, acting by and thru **Urban County Program** ("County") and **Cruz-Hogan Consultants, Inc. of McAllen**, a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing "**Engineering Services**" for projects with **HIDALGO COUNTY URBAN COUNTY PROGRAM** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services;

WHEREAS, Urban County Program has selected the "Engineer" from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ) to provide the Services for the **City of Weslaco - 2016 Waterline Improvements Phase 2 Project**.

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

1. **Scope of Services.** The County will provide to Engineer the services described in **Exhibit "A"** attached hereto and entitled "Services to be performed by County." Engineer 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 January 10, 2017, and will expire January 09, 2018 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 24 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," "Engineer's 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: **Cruz-Hogan Consultants, Inc.**
Attn: Orlando S. Cruz, P.E., President
605 E. Violet Ave., Suite 5
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

ATTEST:

Arturo Guajardo Jr., County Clerk

ENGINEER:
Cruz – Hogan Consultants, Inc.

By: _____

Printed Name: Orlando S. Cruz, P.E. ,

Title: President

Approved by Commissioners' Court on: January 10, 2017

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

Exhibit "B"

SCOPE OF SERVICES:

CDBG Waterline Improvements Phase II Project
Hidalgo County Urban County Program
City of Weslaco, Texas

A. Preliminary Phase

1. Attend preliminary conferences with the City of Weslaco staff acquire available and relevant background data in respect to the project.
2. Establish the scope of topographic surveys for the design of the project.
3. Prepare a preliminary engineering report and submit to the City for review.

B. Design Phase

1. Receive electronic survey data from project surveyor and prepare background drawings for construction plans.
2. Prepare detailed construction drawings, technical specifications, and other pertinent documents for construction authorized by the City.
3. Submit plans and specifications to the appropriate agencies, other than the City, and coordinate approval process.
4. Furnish the City three (3) sets of copies of plans and specifications marked "Preliminary" for approval by the City. Upon final approval by the City, the Engineer will provide the City three (3) sets of the "Final" plans and specifications.

C. Construction Phase

1. Assist the City in conducting a pre-construction conference with City staff, Urban County staff and Construction Company.
2. Make periodic visits to the site to observe the overall progress and quality of work. Make recommendations to the City regarding materials and workmanship.
3. Conduct final inspection of the project.
4. Prepare revisions of construction drawings with the assistance of the City's personnel reflecting changes to the plans. These "As-Built" drawings shall be provided by the Engineer to the City. Three (3) sets will be provided.

Compensation

A. Preliminary Phase (15%) (To include surveying)	\$ 4,693.50
B. Design Phase (60%)	\$ 18,774.00
C. Construction Phase (25%)	<u>\$ 7,822.50</u>
Total	\$31,290.00

EXHIBIT C
-Engineer Contract Rates

Exhibit "C"

SCHEDULE OF FEES

A. Preliminary Phase (15%)	\$ 4,693.50
1. Preliminary Report and Design	
2. Surveying	
B. Design Phase (60%)	\$18,774.00
1. Review Surveys	
2. Prepare Construction Plans	
3. Prepare Technical Specifications	
4. Submit Drawings to City of Weslaco and Urban County	
5. Assist In Bidding Process	
C. Construction Phase (25%)	\$ 7,822.50
1. Conduct Pre-Construction Meeting	
2. Over all Inspections During Construction	
3. Final Inspection	
4. Prepare "As-Built" Drawings	

Total Fees \$31,290.00

Exhibit "C"

ENGINEERING FEE
HOURLY BREAKDOWN

HIDALGO COUNTY URBAN COUNTY PROGRAM

Engineer:	Cruz-Hogan Consultants, Inc.				
Project:	CDBG Water Improvements Phase II Project				
Owner:	City of Weslaco, Texas				
Description:	This project consists of funding for the replacement of water lines and related street resurfacing improvements at several alleys (Texas Blvd/Kansas Ave., Kansas Ave./Illinois Ave., Iowa/Michigan Ave., Iowa/Oregon Ave.) including but not limited to adjacent/butting alleys within the same general vicinity, related appurtenances, professional engineering services, geotechnical and material testing fees, etc.				
TASK	DESCRIPTION	Design Engineer	Project Manager	Engineering Technician	Admin/ Clerical
Task No. 1	Attend preliminary conferences with the City of Weslaco staff acquire available and relevant background data in respect to the project.	4	2		
Task No. 2	Establish the scope of topographic surveys for the design of the project.	2	2		
Task No. 3	Prepare a preliminary engineering report and submit to the City for review.	3			2
Task No. 4	Receive electronic survey data from project surveyor and prepare background drawings for construction plans.	2	2	35	
Task No. 5	Prepare detailed construction drawings, technical specifications, and other pertinent documents for construction authorized by the City.	40	4	80	4
Task No. 6	Submit plans and specifications to the appropriate agencies, other than the City, and coordinate approval process.		2		5
Task No. 7	Furnish the City three (3) sets of copies of plans and specifications marked "Preliminary" for approval by the City. Upon final approval by the City, the Engineer will provide the City three (3) sets of "Final" plans and specifications.	1	2		4
Task No. 8	Assist the City in conducting a pre-construction conference with City staff, Urban staff and Construction Company.	1	1		1
Task No. 9	Make periodic visits to the site to observe the overall progress and quality of work. Make recommendations to the City regarding materials and workmanship.	6	20		
Task No. 10	Conduct final inspection of the project.	2	2		
Task No. 11	Prepare revisions of construction drawings with the assistance of the City's personnel reflecting changes to the plans. These "As-Built" drawings shall be provided by the Engineer to the City. Three (3) sets will be provided.	1	3	3	2
	Hour (Sub-Total)	62	40	118	18
	Contract Rates Per Hour	\$175.00	\$120.00	\$75.00	\$30.00
	Sub-Total Labor Cost	\$10,850.00	\$4,800.00	\$8,850.00	\$540.00

SUB-TOTAL LABOR COST \$25,040.00
SURVEYING FEES \$6,250.00

TOTAL ENGINEERING FEES \$31,290.00

EXHIBIT D
Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services

WORK AUTHORIZATION NO. 1

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide **Professional Engineering Services**.

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$31,290.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section **4** of the Agreement.

PART 4. FUNDING

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

Account No. **5016-80-0310-5000-8000-UCP-ML**

Purchase Order Number _____ (**MUST BE INCLUDED AFTER CC APPROVAL**)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **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. 1** .

**HIDALGO COUNTY
URBAN COUNTY PROGRAM**

BY: _____
Diana R. Serna, Director

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2017.

**THE OWNER:
HIDALGO COUNTY**

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

**THE ENGINEER:
Cruz – Hogan Consultants, Inc.**

By: Orlando S. Cruz, P.E., President

ATTACHMENTS:

- EXHIBIT A: -Scope of Services to be provided by County**
- EXHIBIT B: -Scope of Services to be provided by Engineer**
- EXHIBIT C: -Work Schedule**
- EXHIBIT D: -Estimated Project Cost**

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:

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- 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:

CDBG Waterline Improvements Phase II Project
Hidalgo County Urban County Program
City of Weslaco, Texas

A. Preliminary Phase

1. Attend preliminary conferences with the City of Weslaco staff acquire available and relevant background data in respect to the project.
2. Establish the scope of topographic surveys for the design of the project.
3. Prepare a preliminary engineering report and submit to the City for review.

B. Design Phase

1. Receive electronic survey data from project surveyor and prepare background drawings for construction plans.
2. Prepare detailed construction drawings, technical specifications, and other pertinent documents for construction authorized by the City.
3. Submit plans and specifications to the appropriate agencies, other than the City, and coordinate approval process.
4. Furnish the City three (3) sets of copies of plans and specifications marked "Preliminary" for approval by the City. Upon final approval by the City, the Engineer will provide the City three (3) sets of the "Final" plans and specifications.

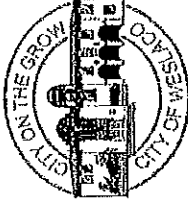
C. Construction Phase

1. Assist the City in conducting a pre-construction conference with City staff, Urban County staff and Construction Company.
2. Make periodic visits to the site to observe the overall progress and quality of work. Make recommendations to the City regarding materials and workmanship.
3. Conduct final inspection of the project.
4. Prepare revisions of construction drawings with the assistance of the City's personnel reflecting changes to the plans. These "As-Built" drawings shall be provided by the Engineer to the City. Three (3) sets will be provided.

Compensation

A. Preliminary Phase (15%) (To include surveying)	\$ 4,693.50
B. Design Phase (60%)	\$ 18,774.00
C. Construction Phase (25%)	<u>\$ 7,822.50</u>
Total	\$31,290.00

City of Weslaco



Waterline Improvements Phase II Project

Proposed Project Timeline Schedule
November 30, 2016

Work Item	Duration In Months	2016												2017				
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG						
Item 1 - Attend preliminary conferences.	0.25																	
Item 2 - Establish the scope of topographic surveys for the design of the project.	0.25																	
Item 3 - Prepare & submit a preliminary report.	0.25																	
Item 4 - Receive electronic survey data from project surveyor & prepare background drawings for construction plans.	1																	
Item 5 - Prepare detailed drawings, technical specifications, and other pertinent documents for construction.	2																	
Item 6 - Submit plans & specifications to City and TCEQ and coordinate approval process.	0.5																	
Item 7 - Furnish the City with copies of plans & specifications and receive Bids for Project. Evaluate Bids and make recommendation.	2																	
Item 8 - Assist the City in conducting a pre-construction conference with City staff, Urban staff and Construction Company.	0.5																	
Item 9 - Issue notice to proceed.	0.25																	
Item 10 - Construction process.	2																	
Item 11 - Prepare "As-Built" drawings to be provided by the Engineer to the City. Three (3) sets will be provided.	0.5																	

CRUZ-HOGAN Consultants, Inc.
ENGINEERS | PLANNERS | CONSULTANTS
Hardingen | McAllen | Weslaco
TBPE Firm Reg. No. F-4860

CITY OF WESLACO

Urban County CDBG

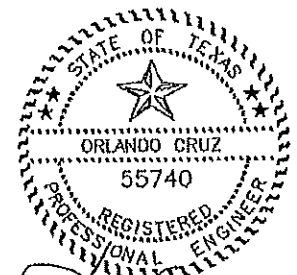
Waterline Improvements Phase II

Opinion of Probable Construction Cost

November 30, 2016

Item	Description	Unit	Quantity	Unit Price	Subtotal
CONSTRUCTION ITEMS					
1	8" Waterline- PVC, DR-18 C-900	LF	3,650	\$30.00	\$109,500.00
2	8" Gate Valve w/ Box	EA	14	\$1,500.00	\$21,000.00
3	8" x 8" DI Cross Fitting	EA	5	\$2,500.00	\$12,500.00
4	8" x 8" Tee DI Fitting	EA	3	\$1,000.00	\$3,000.00
5	8" x 6" Tee DI Fitting	EA	4	\$900.00	\$3,600.00
6	8" - 90° Bend DI Fitting	EA	6	\$800.00	\$4,800.00
7	8" - 45° Bend DI Fitting	EA	12	\$800.00	\$9,600.00
8	Fire Hydrant Assembly (Includes Tee and Valve)	EA	4	\$4,000.00	\$16,000.00
9	8" DI Coupling (Connection to existing lines)	EA	18	\$600.00	\$10,800.00
10	Water Service Line Connection to ROW Line (connect to exist meter)	EA	41	\$600.00	\$24,600.00
11	Waterline Connection to Existing Main Lines	EA	9	\$2,000.00	\$18,000.00
12	Roadway Asphalt Pavement Trench Repair	SY	2,000	\$35.00	\$70,000.00
13	18" Curb & Gutter Replacement	LF	100	\$25.00	\$2,500.00
14	Traffic Control	MO	3	\$1,500.00	\$4,500.00
15	Soil Erosion & Sediment Control	LS	1	\$2,500.00	\$2,500.00
TOTAL CONSTRUCTION ITEMS				**	\$312,900.00
NON-CONSTRUCTION ITEMS					
Design Surveying, Engineering Design and Const Services Fees (10%)					\$31,290.00
TOTAL NON-CONSTRUCTION ITEMS					\$31,290.00
TOTAL ESTIMATED PROJECT COST				**	\$344,190.00

**Note: Above costs does not include any construction contingencies



CRUZ-HOGAN Consultants, Inc.

ENGINEERS | PLANNERS | CONSULTANTS

McAllen | Harlingen | Weslaco
TBPE Firm Reg. No. F-4860

[Handwritten Signature]
11-30-2016

EXHIBIT E
-Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Cruz – Hogan Consultants, Inc.** Professional Engineers of, **McAllen**, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 20____ concerning Engineering for **Professional Engineering Services** hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ____ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

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

I. Paragraph ____ of the **Agreement**, (paragraph title), is revised to

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 OWNER:
HIDALGO COUNTY**

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

**THE ENGINEER:
Cruz – Hogan Consultants, Inc.**

By: Orlando S. Cruz, P.E., President

LIST OF ATTACHMENTS

(as required)

EXHIBIT F
-Certificates of Insurance



Policy Number:

Date Entered: 12/08/2015

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2016

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 have ADDITIONAL INSURED provisions or 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 RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, Texas 75080	CONTACT NAME:	FAX (A/C. No.): (972) 235-3556	
	PHONE (A/C. No. Ext.): (972) 235-3030	E-MAIL:	
INSURED Cruz-Hogan Consultants, Inc. 108 East Business 83 Weslaco, TX 78596	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: SENTINEL INSURANCE COMPANY, LIMITED		11000
	INSURER B: Hartford Accident and Indemnity Company		22357
	INSURER C: Admiral Insurance Company		24856
	INSURER D:		
	INSURER E:		

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"/> PROJECT <input type="checkbox"/> LOG OTHER:		<input checked="" type="checkbox"/>	46 SBA NV4715	5/16/2016	5/16/2017	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 \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			46 SBA NV4715	5/16/2016	5/16/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$			46 SBA NV4715	5/16/2016	5/16/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	46 WBC AB7729	7/30/2016	7/30/2017	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Design Professional Liability			EO 000034972-01	09/09/2016	09/09/2017	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 401, Additional Remarks Schedule, may be attached if more space is required)

Coverage is subject to all policy terms, conditions, exclusions and endorsements.

Hidalgo County as additional insured on general liability as required by written contract but only as respects operations of the named insured.

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County Purchasing Department
2802 South Business Highway 281
Edinburg TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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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.
Cruz-Hogan Consultants, Inc.
McAllen, TX United States

Certificate Number:
2016-140230

Date Filed:
11/28/2016

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

Date Acknowledged:
01/04/2017

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.
5016-80-0310-5000-8000
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

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.

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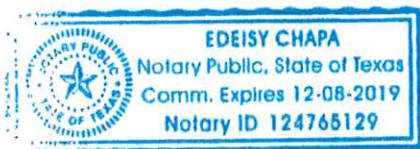
Date Acknowledged:

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5016-80-0310-5000-8000
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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.



AFFIX NOTARY STAMP / SEAL ABOVE

[Signature]
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Orlando Cruz, this the 15th day of Dec, 2016, to certify which, witness my hand and seal of office.

[Signature] Signature of officer administering oath
Edeisy Chapa Printed name of officer administering oath
Notary Title of officer administering oath