

**URBAN COUNTY PROGRAM**  
**Professional Engineering Services Amendment Form**

**AMENDMENT NO. 1**

**TO**

**Engineering Contract**

**THIS AMENDMENT** is made between **URBAN COUNTY PROGRAM**, acting herein by and through the Director, hereinafter called the “**Owner**,” and, **JAVIER HINOJOSA ENGINEERING** Professional Engineers of McAllen, Texas, hereinafter called “**Engineer**”.

**PART 1. SCOPE OF WORK**

The purpose of this Amendment is for the **Engineer** to provide additional **Engineering Services required for the GLO Flood Drainage Improvements known as Peñitas Drain project.**

The scope of services to be provided by the **Engineer** is identified as follows:

1. Revise construction drawings and bidding documents into four phases of work. Three phases will be bid and constructed by a General Contractor and the fourth phase will be constructed by Hidalgo Drainage District No. 1 (Excavation of Ditch). The additional fees are for costs associated with the revisions of plans, specifications, bidding documents and additional construction administration.

**PART 2. COST**

The cost for services under this Amendment is **\$25,000.00**.

**PART 3. PAYMENT**

Compensation and payment to the **Engineer** for the services established under this Amendment shall be made in accordance with Section V of the Agreement.

**PART 4 PERIOD OF SERVICE**

This Amendment shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scope of the work for the Amendment.

**PART 5. RESPONSIBILITIES AND OBLIGATIONS**

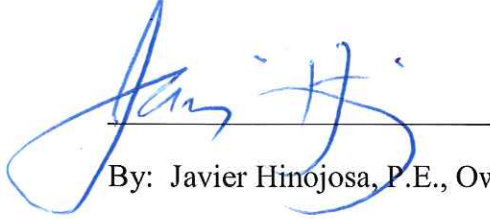
This Amendment does not waive the parties’ responsibilities and obligations provided under the **Agreement.**

**PART 6. ACCEPTANCE AND APPROVAL**

This Amendment is hereby accepted, approved by Urban County Program on as indicated below and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2017.

THE ENGINEER:  
JAVIER HINOJOSA ENGINEERING

THE OWNER:  
URBAN COUNTY PROGRAM



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By: Javier Hinojosa, P.E., Owner

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By: Diana Serna, Director

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Witness

# 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.**  
Javier Hinojosa Engineering  
McAllen, TX United States

Certificate Number:  
2017-219041

**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 Filed:  
06/06/2017

Date Acknowledged:

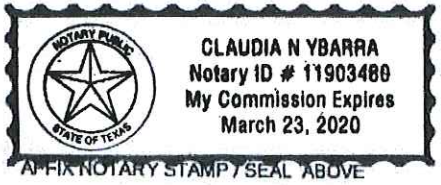
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
6540-60-0309-5100-6000  
GLO Flood Drainage Improvements "Pefiltas Drain"

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

Sworn to and subscribed before me, by the said Javier Hinojosa, this the 6<sup>th</sup> day of June, 2017, to certify which, witness my hand and seal of office.

Claudia N. Ybarra Claudia N. Ybarra Notary Public  
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

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Javier Hinojosa Engineering  
McAllen, TX United States

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Hidalgo County - Urban County Program

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.

6540-60-0309-5100-6000  
GLO Flood Drainage Improvements "Peñitas Drain"

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

\_\_\_\_\_  
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



Policy Number:

Date Entered 3/17/2017

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/17/2017

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).

<b>PRODUCER</b> Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572	<b>CONTACT NAME:</b> <b>PHONE:</b> (956) 581-9838 <b>FAX:</b> (956) 519-1524 <b>(A/C, No. Ext):</b> <b>E-MAIL:</b> davisinsuranceagency@yahoo.com <b>ADDRESS:</b>
<b>INSURED</b> JAVIER HINOJOSA ENGINEERING  416 E DOVE MCALLEN, TX 78504	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> MID-CENTURY INSURANCE COMPANY <b>INSURER B:</b> FARMERS INSURANCE EXCHANGE <b>INSURER C:</b> FARMERS INSURANCE EXCHANGE <b>INSURER D:</b> Arognaut Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>

### 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 NSD WYD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	605021032	6/26/2016	06/28/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	069398805	3/29/2017	3/29/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A <input checked="" type="checkbox"/> N0707-71-94	12/1/2016	12/1/2017	<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
D	Professional Liability	<input checked="" type="checkbox"/>	IAE12530-0	12/4/2016	12/4/2017	PER CLAIM \$ 1,000,000

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

Hidalgo County-Urban County Program:

shall be named as additional insured on all Commercial General Liability Policies

Scheduled autos: Vehicle 1-2008 Chevrolet Silverado PU Vin#-1GCHK23698F130618

Vehicle 1-2009 Chevrolet Silverado PU Vin#-3GCEK33249G191168

### CERTIFICATE HOLDER

### CANCELLATION

HIDALGO COUNTY-URBAN COUNTY PROGRAM  
ATTN: PURCHASING DEPT.  
2812 S HIGHWAY BUSINESS 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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**Zimbra****sandra.regalado@co.hidalgo.tx.us**

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**RE: Amendment No. 1- Peñitas Drain**

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**From :** Steve Crain <scrain@atlashall.com> Tue, Jun 06, 2017 01:23 PM  
**Subject :** RE: Amendment No. 1- Peñitas Drain  
**To :** 'Sandra Regalado' <sandra.regalado@co.hidalgo.tx.us>

The Amendment is OK.

**From:** Sandra Regalado [mailto:sandra.regalado@co.hidalgo.tx.us]  
**Sent:** Tuesday, June 06, 2017 9:36 AM  
**To:** Steve Crain <scrain@atlashall.com>  
**Cc:** Eric Trevino <eric.trevino@co.hidalgo.tx.us>; Patricio Avila <patricio.avila@co.hidalgo.tx.us>  
**Subject:** Amendment No. 1- Peñitas Drain

Good Morning,

Attached please find amendment no. 1 to the professional service agreement with Hinojosa Engineering for the Peñitas Drain for your review and/or approval. Also attached is the professional service agreement with Hinojosa Engineering approved by CC 6/26/2012. I will forward a copy of the insurance and Form 1295 as soon as I receive it.

Should you have any questions, please feel free to contact me at your earliest convenience.

Respectfully,

Sandra G. Regalado, UCP Coordinator  
Urban County Program  
427 E. Duranta St. Ste. 107  
Alamo, TX 78516  
Phone: (956) 787-8127  
Fax: (956) 318-2988  
Direct: (956) 292-7000 ext 2233

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STATE OF TEXAS

§  
§  
§

COUNTY OF HIDALGO

**Professional Services Agreement**

This Agreement, entered into this 26<sup>th</sup> day of June, 2012 by and between **Urban County Program**, (hereinafter called the "Party") and **Javier Hinojosa Engineering, Inc.**, duly authorized Engineer, herein acting by **Javier Hinojosa, P.E.** (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 **GLO Flood Drainage Improvements project known as the "Peñitas Drain"** Account(s) **6540-60-0309-5100-6000**. (the "Project") as more particularly described in Exhibit A attached hereto.

## **2.1 Preliminary Phase**

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

## **2.2 Design Phase**

- a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.
- b. Advise the Party of any soil investigations or tests which, in the opinion of the 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.
- h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.
- i. Preparation of property or easement descriptions.

## 2.3 Construction Phase

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

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

**SECTION III  
ADDITIONAL SERVICES OF THE 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**

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 **\$ 631,834.00** 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 preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

**SECTION XII  
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 \$300,000 for bodily injury and \$100,000 for property damages.
- 17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- 17.3 A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
- 17.4 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.
- 17.5 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.



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

See Attached

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**HIDALGO COUNTY PRECINCT NO. 3, URBAN COUNTY PROGRAM AND**  
**HIDALGO COUNTY PURCHASING DEPARTMENT IN CONNECTION WITH**  
**HIDALGO COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT –**  
**ROUND 2.1 DISASTER RECOVERY FUNDING FOR THE PCT. 3 FLOOD**  
**DRAINAGE IMPROVEMENTS PROJECT KNOWN AS THE "PEÑITAS DRAIN."**  
**TEXAS GENERAL LAND OFFICE (GLO)**  
**PREPARED BY: JAVIER HINOJOSA ENGINEERING**

Hidalgo County Precinct No. 3 proposes to construct storm drainage improvements within Puerta Blanca Subdivision, Daniel Ozuna Subdivision, Reina Subdivision and Ramona Subdivision. In addition, construction of a drainage channel, known as the Peñitas Drain, will also be constructed along with three 8'X6' culverts across/under Expressway 83(See Attachment 1).

**Contract Amount: \$631,834.00**

**Project Tasks**

**TASK I – PROJECT ORIENTATION AND STARTUP**

We propose that an initial project orientation meeting be scheduled so that both the County and our firm may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

**TASK II – SURVEY**

Necessary field information will be developed by field surveys. Record plans will be used as a guide for the survey work and for the analysis of design alternatives.

**TASK III – DESIGN**

This task will assure that the drainage improvements designed and incorporated in the plans are adequate for the area.

#### **TASK IV – PRELIMINARY PLANS AND ESTIMATES**

The preliminary set of plans which will result from Task III along with cost estimates will be reviewed with County staff for input and guidance.

#### **TASK V – FINAL PLANS AND SPECIFICATIONS**

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for constructing the project.

#### **TASK VI – CONSTRUCTION**

During this stage we will observe ongoing work, provide construction staking for the Contractor. Upon completion, a final inspection will be scheduled with the Precinct. The outcome of this final inspection will be a certificate of completion or a punch list of items for the Contractor to complete.

Texas Community Development Block Grant Program  
2008 Supplemental Disaster Recovery Fund: Hurricane Dolly and Ike  
Non-Housing Activities Application, Round 2

**ATTACHMENT 1**  
**Additional Information Regarding**  
**PROJECT 1 – Penitas Drain**

**Additional Information Regarding Project Description:**

Outfall for the Penitas Drain area has been primarily served by existing irrigation drainage ditches and depression areas. There are no natural or major man-made outfall systems within the watershed. This created an inadequate drainage condition during Hurricane Dolly. The existing irrigation drainage ditches failed to function due to the fact that they are shallow, narrow, as well as they catch a lot of debris from the storm. The watershed area drains north to south. At US 83, concentrated runoffs are currently conveyed by two 36-inch pipe culverts and/or the roadway to a ditch downstream, then a large depressed area, and finally to the Mission Inlet Floodway. The size of the ditches, the restriction at US 83, and the depressed area, limits flow capacity and creates back-up of storm water and flooding. The proposed project includes the widening of an existing irrigation drainage ditch (to be known as the Penitas Drain), as well as the installation of an 8-foot x 6-foot box culvert at US 83, as well as a 72-inch reinforced concrete pipe at Tom Gill Road. Additionally at the extreme upstream end (starting at Rodriguez Road) of this project area, it is proposed to construct a storm sewer system within the colonias of Puerta Blanca, Daniel Ozuna, Reina, and Ramona. A connectivity drain will outfall the stormwater from the colonias to a detention facility (constructed at a caliche pit); from the detention facility another connectivity drain will carry the stormwater to the proposed Penitas Drain.

**Failure to Function Due to Hurricane Dolly:**

In this area, insufficient and inadequate drainage infrastructure were key contributors to the failure to function resulting in flooding and damage; the existing ditches did not have the flood control capacity to handle the significant rain events produced by Hurricane Dolly. The rate of storm water flow over-taxed the ditches. More importantly, there is no major ditch to collect the storm water and convey it to the closest outfall channel (the Mission Inlet Floodway).

**Impact to the Community Due to Failure:**

The colonias do not have storm sewer to collect the storm water, and they do not have connectivity to drain. There is no major lateral to collect storm water in this project's target area, so during Hurricane Dolly, there was an inability to channel the storm water and flow of water away from homes, subdivisions, and businesses. This resulted in devastation to property, displacement of residents, and damage to roads and infrastructure.

**Proposed Improvements:**

Improvements and repairs will include the following:

- Storm Sewer within the colonias of Puerta Blanca, Daniel Ozuna, Reina, and Ramona;
- Connectivity to a detention area;
- Connectivity from the detention area to a major outfall (Penitas Drain);
- Ditch Excavation / Widening of an Existing Irrigation Ditch to be known as the Penitas Drain – a minimum of 8-foot channel depth, 10 to 14 feet usual; channel slope of .001 ft/ft; trapezoidal section with maintenance bench each side; bottom width 6 to 10 feet; side slopes 3:1; 20-foot maintenance bench.

Texas Community Development Block Grant Program  
2008 Supplemental Disaster Recovery Fund: Hurricane Dolly and Ike  
Non-Housing Activities Application, Round 2

- Box Culvert -- 8-foot x 6-foot box culvert across / under Expressway 83 and the Irrigation District No. 6 canal.

**How the Proposed Improvements Address the Failure to Function:**

Although the first phase, this proposed improvement will put a drainage system into a better operating condition as the primary lateral outfall of the target area. With the construction of this major lateral there will be an ability to channel the storm water and flow of water away from homes, subdivisions, and businesses, minimizing and/or eliminating devastation to property, displacement of residents, and damage to roads and infrastructure.

**Areas Affected by the Proposed Project / Basis and Reasoning Used for Identifying the Target Area:**

This project provides for the construction of a major lateral outfall and addresses community-level drainage infrastructure needs of the protected classes (colonias); it meets the goals of the LRGVDC, Advisory Committees, and public regarding regional approach to storm-related drainage. The project covers a service area comprised of City of Penitas. A map is attached that shows the projects drainage area, overlaid with the Census Blocks and beneficiaries.

**Service Area:**

A map is attached that shows the projects drainage area, overlaid with the benefited Census Blocks and beneficiaries.