

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO §

**FIRST AMENDMENT TO PROFESSIONAL SURVEYING SERVICES AGREEMENT  
C-24-0104-04-30/ARPA-21-121-037**

This **AMENDMENT** to Surveying Service Agreement C-24-0104-04-30 is made pursuant to the terms and conditions of Article 8 of the Professional Surveying Services Agreement (“Agreement”) by and between **The County of Hidalgo, Texas** (“County”) and **S2 ENGINEERING, PLLC**, (“Surveyor”) (collectively “Parties”) this 24<sup>th</sup> day of September 2024, as follows:

**WITNESSETH**

**WHEREAS**, the Owner and Surveyor entered into Agreement No. C-24-0104-04-30 on April 30th, 2024 concerning Professional Surveying Services for the “[ARPA-21-121-037] Surveying Services – Hidalgo County Precinct 1 Hike & Bike Trail” for Precinct No. 1;

**WHEREAS**, Article 8, titled “Amendments” allows for C-24-0104-04-30 to be amended “in writing, agreed to by all parties, and executed before the end of the Agreement as specified”;

**WHEREAS**, the term of the Agreement, specified in Article 3.1, ends on April 29, 2025;

**WHEREAS**, it has become necessary to amend the existing agreement to include additional ARPA language and an ARPA Addendum;

**WHEREAS**, Exhibit C of the Agreement reflected an addition error on the Cost Proposal and Parties now wish to accurately reflect the Total Cost;

**NOW THEREFORE**, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **Owner** and **Surveyor** agree that said Agreement is amended as follows:

I. The following ARPA preamble is incorporated into the Agreement after the first paragraph and before the WITNESSETH paragraph as follows:

*On or about March 10, 2021, the Federal Government passed the American Rescue Plan Act (“ARPA”), including the Coronavirus State and Local Fiscal Recovery Fund (the “SLFRF”) which provides for direct payments to qualifying units of local governments navigating the impact of the COVID-19 outbreak. Pursuant to the U.S. Department of the Treasury’s guidance, the funds may be used for certain eligible purposes to respond to the pandemic and its economic effects and to replace revenue lost due to the public health emergency, preventing cuts to government services. The guidance goes on to provide specific eligible uses for these funds. The services made the basis of this Agreement are being procured for one of these eligible purposes. As such, this Agreement is subject to the requirements applicable to federal awards as provided in 2 CFR 200 and the required contract provisions for contracts subject to federal award found in Appendix II to 2 CFR 200 are applicable to this Agreement and were included as part of the initial procurement packet. Additionally, the ARPA required contract provisions found in the attached **ARPA Addendum** are applicable to this Agreement. All referenced required contract*

*provisions are incorporated herein and made part of this agreement for all purposes, and Parties agree to abide by the same.*

II. The ARPA Contract Addendum attached hereto as "Attachment A" is incorporated into the agreement after the signature page.

III. The second page of "Exhibit C" of the Agreement is replaced with the corrected Cost Proposal, attached here as "Attachment B". All other information in "Exhibit C" remains the same.

Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Owner and Surveyor ratify and confirm the terms, and provisions of the Agreement as amended.

(SIGNATURE PAGE TO FOLLOW)

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

**APPROVED BY COMMISSIONERS' COURT ON SEPTEMBER 24, 2024.**

**Agenda Item No. 96761**

**Executive Office:**

**ENGINEER:**

**COUNTY:**

S2 ENGINEERING, PLLC

COUNTY OF HIDALGO, TEXAS

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Jose Noe Saldivar, P.E., CFM.  
President/Senior Project Manager

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Hon. Richard F. Cortez, County Judge

**APPROVED AS TO FORM**

**ATTEST:**

Office of the Hidalgo County  
Criminal District Attorney,  
Toribio "Terry" Palacios

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Michelle Lopez, ADA

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Arturo Guajardo, Jr., County Clerk

**LIST OF ATTACHMENTS:**

**ATTACHMENT A – *ARPA CONTRACT ADDENDUM***

**ATTACHMENT B – *CORRECTED COST PROPOSAL***



# ATTACHMENT A

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## ARPA CONTRACT ADDENDUM

## **COUNTY OF HIDALGO AMERICAN RESCUE PLAN ACT (ARPA) CONTRACT ADDENDUM**

The contract or purchase order to which this addendum is attached is made using federal assistance provided to the County of Hidalgo by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

As such, this contract or purchase order is subject to the requirements applicable to federal awards as provided in 2 CFR 200. Further, in addition to any and all required contract clauses included in the procurement packet incorporated herein and made part of this Addendum and Agreement, including but not limited to those found in **Appendix II to 2 CFR 200** (required contract provisions for contracts subject to federal award) and the included Legal Notice, the following terms and conditions apply to you, the contractor or vendor, as a contractor of the County of Hidalgo, according to the County's Award Terms and Conditions; by ARPA and its implementing regulations; and as established by the Treasury Department. This list is not exclusive and shall include any amendments to the referenced required contract clauses, and other required contract clauses and/or any future required contract clauses. Applicable clauses and additional information for contracts subject to federal award may be found in the respective procurement packet (See procurement packet Appendix regarding the same) and are incorporated herein and made part of this Addendum and Agreement.

1. **Equal Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. **Minority and Women Business Enterprises (if applicable to this Contract).** Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and

f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above. For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

**3. Suspension and Debarment.** (applies to all purchases.) (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (C) This certification is a material representation of fact relied upon by the County of Hidalgo. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**4. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.)** Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. **For Purchases over \$100,000 - Contractors must sign the certification included in the Byrd Anti-Lobbying section of the procurement packet APPENDIX entitled- Required Contract Clauses for Contracts under Federal Award.**

**5. Access to Records.** (applies to all purchases.) (A) The Contractor agrees to provide the County of Hidalgo, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests. (B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

**6. Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

**7. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)** Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**8. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)** (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. (C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the County of Hidalgo and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**9. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)**

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**9. Buy USA** - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**10. Procurement of Recovered Materials:** (applies only if the work involves the use of materials) (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: i. Competitively within a timeframe providing for compliance with the contract performance schedule; ii. Meeting contract performance requirements; or iii. At a reasonable price. (B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. (C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**11. Publications.** Any publications produced with funds from this award must display the following language: **"This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."**

**12. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

**13. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.



# **ATTACHMENT B**

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## **UPDATED PROPOSAL**



**Exhibit "D"**  
**FEE SCHEDULE**  
**Work Authorization No. 1**

**ARPA-21-121-037 Professional Surveying Services Agreement for the Hidalgo County Precinct 1 Hike & Bike Trail Project**

<i>S2 Engineering Project Development Activities</i>		Project Manager	Survey Technical	Senior RPLS	Survey Crew	Admin/Clerical	Total Hours	Total Line Item Cost	
TASKS									
<b>Design Values</b>									
1	Negotiation and Contract	4				1	5	\$934.59	
2	Location of the Property Points (Rebar)City of Weslaco Area (1.9 Miles)	1	24	2	60	2	89	\$11,669.35	
3	Determination of the boundary Property City of Weslaco Area	1	8	16			25	\$3,064.69	
4	Staking ROW City of Weslaco Area	1	8	2	60		71	\$10,170.49	
5	Construction Staking as need Weslaco		8	2	40		50	\$6,953.48	
6	Schematic for Interlocks City of Weslaco Area	1	4	1	4	1	11	\$1,360.30	
7	Parcel Survey and M&B for Easement and ROW acquisition City of Weslaco Area	1	8	4	8	1	22	\$2,707.64	
8	Location of the Property Points (Rebar) City of Donna Area (6.01 Miles)	1	48	2	120	2	173	\$22,717.99	
9	Determination of the boundary Property City of Donna Area	1	16	16			33	\$3,747.57	
10	Staking ROW City of Donna Area	1	16	2	120		139	\$19,853.37	
11	Construction Staking as need City of Donna Area		16	2	80		98	\$13,636.36	
12	Parcel Survey and M&B for Easement and ROW acquisition City of Donna Area	1	8	4	8	1	22	\$2,707.64	
13	Location of the Property Points (Rebar) City of Alamo and San Juan Area (7.01 Miles)	1	24	2	80	2	109	\$14,669.35	
14	Determination of the boundary Property City of Alamo and San Juan Area	1	12	16			29	\$3,406.13	
15	Staking ROW City of Alamo and San Juan Area	1	12	2	80		95	\$13,511.93	
16	Construction Staking as need City of Alamo and San Juan Area		12	2	60		74	\$10,294.92	
<b>Subtotal Labor Hours</b>		<b>16</b>	<b>224</b>	<b>75</b>	<b>720</b>	<b>10</b>	<b>1045</b>	<b>\$141,405.80</b>	
<b>Total Labor Hours</b>		<b>16</b>	<b>224</b>	<b>75</b>	<b>720</b>	<b>10</b>	<b>1045</b>	<b>\$141,405.80</b>	
Hourly Base Rates		\$ 75.00	\$ 29.50	\$ 48.00	\$ 52.00	\$ 23.00			
Contract Rate		\$ 217.01	\$ 85.36	\$ 135.30	\$ 150.00	\$ 66.55			
<b>Total Costs</b>		<b>\$ 3,472.16</b>	<b>\$ 19,120.64</b>	<b>\$ 10,147.50</b>	<b>\$ 108,000.00</b>	<b>\$ 665.50</b>		<b>\$141,405.80</b>	
<b>Direct Expenses</b>									
		<i>Total Direct Expenses</i>		<b>\$4,200.00</b>					
Support Truck (30 miles round trip)		\$ 52.50		80 Trip	\$4,200.00				
Mile 0.625/ Mile									
8 1/2" x 11" copies 1.00/sheet									
<b>S2 Engineering Total Cost</b>									<b>\$145,605.80</b>