

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

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement.

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

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Engineer. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 24 herein.

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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:

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- 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.

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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

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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.

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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.

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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,

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

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

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

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

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

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

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

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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
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo, Jr. County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 7/19/16



ENGINEER:
S & B Infrastructure, LTD

By: Daniel O. Rios S&B

Printed Name Daniel O. Rios P.E.

Title: Senior Vice President

Approved by Commissioners' Court on: July 19th, 2016.

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

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

ATTACHMENTS:

- EXHIBIT A** -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"

Services to be Performed by the County

For this Agreement, the County will provide the following:

1. Authorization to begin work.
2. Payment for work performed by the Engineer and accepted by the County.
3. Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
4. Provide any available relevant data the County may have on file concerning the project.
5. Review and approve the Engineer's progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed-upon work schedule.
7. Designate in writing a person to act as the County's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define policies and decisions with respect to all elements pertinent to the Engineer's services.
8. Obtain any permits required by local, state, and / or federal authorities for the development of the project.
9. Attend/participate in progress meetings as required.
10. Advertise and obtain bids for construction work.
11. Open and tabulate bids obtained during bidding process.
12. Preparation of formal contract documents.
13. Advertise the project in appropriate local newspaper for bidding.

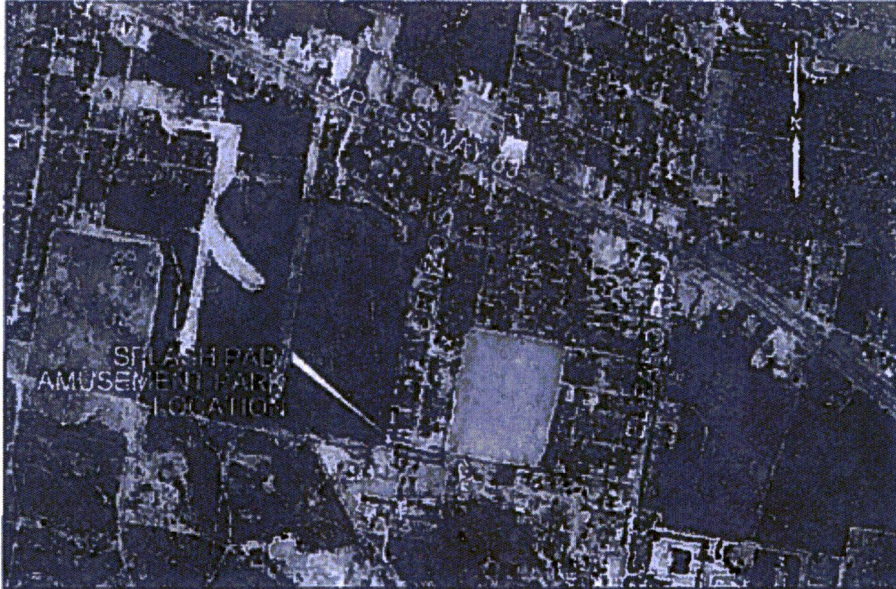
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EXHIBIT "B"

Services to be Performed by the Engineer

I. Project Description

The work to be developed under this Agreement consists of planning, design, and plans, specifications, & estimates (PS&E) for the development of Sullivan City Parks, Recreational Facility Improvements in Sullivan City, Hidalgo County, Texas.



Location Map

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

Water Park Proposed Features

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II. Description of Services

The Engineer shall provide the following, and the following shall supersede the terms and conditions of the Agreement should there be conflict between the Agreement and the following:

1. **General.** The Engineer shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required, except as otherwise specified in the services to be provided by the County.
2. **Preliminary Phase.** The Engineer shall:
 - a. Evaluate and determine the appropriate elements of the proposed splash pad/water park; and prepare preliminary engineering plans in the form of a schematic identifying the proposed activities in the water park.
 - b. Present to the County the schematic at one preliminary conference.
 - c. After receiving comments from the preliminary conference, submit the Preliminary Phase Packet to include the schematic and associated construction cost estimate for final review and acceptance by the County.
3. **Design Phase.** Upon approval from the County, the Engineer shall proceed with the following:
 - a. **Meetings.** For this phase, the Engineer shall attend no more than 1 meeting in person; other coordination / meetings will be thru teleconference.
 - b. **Geotechnical.** As a minimum, the subsurface exploration and required testing shall define in sufficient detail the following elements, where applicable for foundation design recommendations at proposed water park elements, and safety recommendations for open trench construction:
 - (1) Two geotechnical borings, minimum depth of 10 feet.
 - (2) Soil Strata;
 - a) Depth, thickness and variability
 - b) Identification and classification (Unified Soil Classification System preferred)
 - c) Relevant engineering properties (i.e., shear strength, compressibility, stiffness, permeability, expansion or collapse potential)
 - (3) Rock strata;
 - a) Depth to rock
 - b) Identification and classification
 - c) Quality (i.e., soundness and hardness)
 - d) Compressive strength (i.e., uniaxial compression, and point load index)
 - (4) Ground water elevation (indicate any conflict between proposed pole locations with ponding areas, drainage invert elevations etc.), and ground surface elevation.
 - (5) Local conditions requiring special consideration: Exploration logs shall include soil and rock strata descriptions, penetration resistance for soils (i.e., Tex-132-E), and sample recovery and rock quality designation (RQD) for rock strata. The drilling equipment and method, use of drilling mud, type of cone penetrometer (i.e., mechanical or electrical), and any unusual subsurface conditions such as artesian pressures, boulders, obstructions, or voids shall also be noted on the exploration logs.
 - (6) The geotechnical report prepared by the Consultant shall include, at a minimum: geotechnical plan, a brief description of site conditions and sampling equipment, testing procedures, the site plan showing the layout for boring locations, the geotechnical boring logs, the description of the geologic setting, soil profile, and ground water system below existing grade, laboratory analyses, recommendations on foundation bearing pressures and estimated settlements of foundations and embankments, a brief discussion on earth pressures and other criteria for the design of foundations,

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a brief narrative on special treatment procedures for man-made fills or expansive soils that may be present in the subsurface soil profile, conclusions, preliminary foundation design recommendations at proposed park improvements, and safety recommendations for open trench construction where applicable. All work shall be in accordance with industry standards.

- c. **Construction Contract Drawings, Specifications, and Estimates.** The Engineer shall prepare the plans and specifications for "Buy Board" procurement.
- d. **Engineering Data.** The Engineer shall provide copies of all engineering data to the County.
- e. **Property or Easement Descriptions.** It is understood that all proposed project elements will be designed to be constructed within Sullivan City property; no property or easement descriptions will be required for this project.

4. **Construction Phase.** The Engineer shall perform the following:

- a. **Opening and Tabulation of Bids.** Not required for this project.
- b. **Formal Contract Documents.** Assist the County with the preparation of Formal Contract Documents for one bid advertisement.
- c. **Periodic Visits.** The Engineer shall make periodic visits to the site as required (no more than once a week during the period of construction (3 months)).
- d. **Change Orders.** The Engineer shall consult with and advise the County and issue all instructions and Change Orders to the Contractor (for plan omissions only); if new item of work then an amendment to the Agreement shall be developed to incorporate a negotiated fee to compensate the Engineer for Change Orders that incorporate new items of work.
- e. **Construction Progress.** During the progress of actual construction, the Engineer will prepare a monthly progress report to be delivered to the County including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.
- f. **Shop Drawings and Working Drawings.** The Engineer shall review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.
- g. **Testing, and Materials.** The Engineer shall review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.
- h. **Payments to Contractor.** The Engineer shall review and provide recommendation regarding monthly and final estimates for payments to the Construction Contractor.
- i. **Final Inspection.** The Engineer shall accompany the County on one Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.
- j. **Certificate of Completion.** Prior to the County's dispersal of any retainage of funds to the Contractor, the Engineer shall render a written opinion to the County that the construction has been completed according to the Contract Documents and provide the County with a certificate of completion and release of liens documents from subcontractors.
- k. **As-Builts.** The Engineer shall provide the County with bond copies of as-built drawings of the constructed improvements (of those items observed at time of monthly visit), within sixty (60) days of issuance of certificate of completion; certification will only be for those elements actually observed by the Engineer's representative.
- l. **Interim and Final Inspection.** The Engineer will be responsible for interim (maximum of 1 site visit per week for 3 months) and final inspection.
- m. **Copies of Plans, Specifications, and Contract Documents.** The Engineer shall furnish to the County six (6) sets of plans and six (6) sets of specifications and contract documents.

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III. Work Schedule

The project shall be developed within the following milestones:

1. Preliminary Phase

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

2. Design Phase

- Draft PS&E and Contract Documents will be provided within 30 calendar days of receiving approval from the County to proceed to with the Design Phase.
- Comments from the County shall be provided to the Engineer within 5 working days of receiving the Draft PS&E and Contract Documents.
- Final PS&E and Contract Documents will be provided to the County for advertisement within 15 calendar days of receiving comments from the County.

3. Construction Phase

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

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

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

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

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EXHIBIT "C"

Engineer's Contract Rates

Task Description (from EXHIBIT "B")	Project Manager	Project Engineer	Project Designer	Project Inspector	Project Secretary	CAD / GIS Tech	
Preliminary Phase							
a&b. Evaluate / determine the proposed appropriate elements of the park; and prepare preliminary engineering plans in the form of a schematic identifying the proposed activities in the water park; Present to the Party the schematic at one preliminary conference.	2	8	12			30	
c. Incorporate comments from the preliminary conference, submit the Preliminary Phase Packet to include the schematic and associated construction cost estimate for final review and acceptance by the Party.	1	4	12			10	
Perform QC / QA.		8					
Design Phase							
a. Coordinate / attend one meeting; other coordination thru teleconference.	2		2		2		
b. Geotech design (see Special Services / Subconsultants below.)							
c. Prepare plans and specifications thru Buy Board procurement.	4	40	40			80	
Perform QC / QA.		8					
Construction Phase							
a. Assist Party during bidding process, responding to inquiries / request for clarifications from prospective bidders.	2	10	20				
b. Inspection/CO/reports/payments/asbuilts - actual site inspection will occur only once / week for 3 months.	2	15		39	10	12	
TOTAL HOURS	15	93	86	39	12	132	
BASE HOURLY RATE	65.00	50.00	31.05	35.00	16.00	25.00	
BILLING RATE (Incl. OH & Profit)	\$236.98	\$182.29	\$118.20	\$127.60	\$58.33	\$91.15	
SUBTOTAL - LABOR COST	\$3,000.70	\$16,962.87	\$9,735.38	\$4,976.52	\$699.99	\$12,031.14	
SPECIAL SERVICES / SUBCONSULTANTS				DIRECT EXPENSES			
Geotechnical Investigations / Report	\$5,000.00				10	70	\$392.00
							Supplies \$200.00
SUBTOTAL - SPECIAL SERVICES				SUBTOTAL - EXPENSES			
\$5,000.00				\$592.00			
SUMMARY							
LABOR							\$47,476.70
SPECIAL SERVICES / SUBCONSULTANTS (@ 10% Markup)				x 1.10	x 1.10		\$5,500.00
EXPENSES				x 1.00	x 1.00		\$592.00
TOTAL FBE:							\$53,568.70

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HIDALGO COUNTY
Professional Services Agreement

WORK AUTHORIZATION NO. 1
"Sullivan City Park"

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Professional Services Agreement ("Agreement") made by and between Hidalgo County, action herein by and through the Commissioner's Court, hereinafter called "County", and S&B Infrastructure, Ltd., professional engineers of McAllen, Texas, hereinafter called "Engineer."

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide professional services for the planning, design, and plans, specifications, & estimates (PS&E) for recreational facility improvements to the Sullivan City Park (location identified in EXHIBIT "B", attached hereto).

The scope of services to be performed by the County is identified in EXHIBIT "A" – Scope of Services to be performed by the County attached hereto.

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$53,568.70. 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 4 of the Agreement.

PART 4. FUNDING

This Work Authorization shall be funded through funding source:

Account No. 5013-77-0306-5100-7110-UCP-GVG
Purchase Order
Requisition No. 9887

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 the work identified in EXHIBITS "A" and "B" attached hereto.

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PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Work 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 as to content and detail of this Work Authorization:

Hidalgo County
Urban County Program

BY: *Diana P. Serna*
Diana Serna, Director

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted and approved by Hidalgo County Commissioners' Court on 7-19-2016 as indicated below and effective as of same date.

THE ENGINEER:
S&B INFRASTRUCTURE, LTD.

HIDALGO COUNTY

BY: *Daniel O. Rios*
Name / Title: *Daniel O. Rios, P.E.*
Senior Vice President

BY: *Ramon Garcia*
Ramon Garcia, County Judge

ATTEST:
Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 7/19/16 *[Signature]*

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP.

BY: _____
Stephen L. Crain, Attorney

EXHIBIT "A"

- Scope of Services to be performed by the County

The County will provide the following:

1. Authorization to begin work.
2. Payment for work performed by the Engineer and accepted by the County.
3. Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
4. Provide any available relevant data the County may have on file concerning the project.
5. Review and approve the Engineer's progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed-upon work schedule.
7. Designate in writing a person to act as the County's representative with respect to the work to be performed under this Work Authorization. Such person shall have complete authority to transmit instructions, receive information, interpret, and define policies and decisions with respect to all elements pertinent to the Engineer's services.
8. Obtain any permits required by local, state, and / or federal authorities for the development of the project.
9. Attend/participate in progress meetings as required.
10. Advertise and obtain bids for construction work.
11. Open and tabulate bids obtained during bidding process.
12. Preparation of formal construction contract documents.
13. Advertise the project in appropriate local newspaper for bidding.

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EXHIBIT "B"

- Scope of Services to be performed by the Engineer

I. Project Description

The work to be developed under this Agreement consists of planning, design, and plans, specifications, & estimates (PS&E) for the development of Sullivan City Parks, Recreational Facility Improvements in Sullivan City, Hidalgo County, Texas.



Location Map

a	Wet Area - 47ft X 65ft
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i	2-Water Bug
j	4-Triple Arch Jets
k	2-Arch Jet
l	Activation Bollard
m	Recirculation system with chlorination
n	2-Mega Fan Spray
o	Grass area, Water line & Waste line
p	UV disinfection system (optional)

Water Park Proposed Features *AS*

II. Description of Services

The Engineer shall provide the following, and the following shall supersede the terms and conditions of the Agreement should there be conflict between the Agreement and the following:

1. **General.** The Engineer shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required, except as otherwise specified in the services to be provided by the County.
2. **Preliminary Phase.** The Engineer shall:
 - a. Evaluate and determine the appropriate elements of the proposed splash pad/water park; and prepare preliminary engineering plans in the form of a schematic identifying the proposed activities in the water park.
 - b. Present to the County the schematic at one preliminary conference.
 - c. After receiving comments from the preliminary conference, submit the Preliminary Phase Packet to include the schematic and associated construction cost estimate for final review and acceptance by the County.
3. **Design Phase.** Upon approval from the County, the Engineer shall proceed with the following:
 - a. **Meetings.** For this phase, the Engineer shall attend no more than 1 meeting in person; other coordination / meetings will be thru teleconference.
 - b. **Geotechnical.** As a minimum, the subsurface exploration and required testing shall define in sufficient detail the following elements, where applicable for foundation design recommendations at proposed water park elements, and safety recommendations for open trench construction:
 - (1) Two geotechnical borings, minimum depth of 10 feet.
 - (2) Soil Strata;
 - a) Depth, thickness and variability
 - b) Identification and classification (Unified Soil Classification System preferred)
 - c) Relevant engineering properties (i.e., shear strength, compressibility, stiffness, permeability, expansion or collapse potential)
 - (3) Rock strata;
 - a) Depth to rock
 - b) Identification and classification
 - c) Quality (i.e., soundness and hardness)
 - d) Compressive strength (i.e., uniaxial compression, and point load Index)
 - (4) Ground water elevation (Indicate any conflict between proposed pole locations with ponding areas, drainage Invert elevations etc.), and ground surface elevation.
 - (5) Local conditions requiring special consideration: Exploration logs shall

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include soil and rock strata descriptions, penetration resistance for soils (i.e., Tex-132-E), and sample recovery and rock quality designation (RQD) for rock strata. The drilling equipment and method, use of drilling mud, type of cone penetrometer (i.e., mechanical or electrical), and any unusual subsurface conditions such as artesian pressures, boulders, obstructions, or voids shall also be noted on the exploration logs.

(6) The geotechnical report prepared by the Consultant shall include, at a minimum: geotechnical plan, a brief description of site conditions and sampling equipment, testing procedures, the site plan showing the layout for boring locations, the geotechnical boring logs, the description of the geologic setting, soil profile, and ground water system below existing grade, laboratory analyses, recommendations on foundation bearing pressures and estimated settlements of foundations and embankments, a brief discussion on earth pressures and other criteria for the design of foundations, a brief narrative on special treatment procedures for man-made fills or expansive soils that may be present in the subsurface soil profile, conclusions, preliminary foundation design recommendations at proposed park improvements, and safety recommendations for open trench construction where applicable. All work shall be in accordance with industry standards.

c. Construction Contract Drawings, Specifications, and Estimates.

The Engineer shall prepare the plans and specifications for "Buy Board" procurement.

d. Engineering Data. The Engineer shall provide copies of all engineering data to the County.

e. Property or Easement Descriptions. It is understood that all proposed project elements will be designed to be constructed within Sullivan City property; no property or easement descriptions will be required for this project.

4. Construction Phase. The Engineer shall perform the following:

a. Opening and Tabulation of Bids. Not required for this project.

b. Formal Contract Documents. Assist the County with the preparation of Formal Contract Documents for one bid advertisement.

c. Periodic Visits. The Engineer shall make periodic visits to the site as required (no more than once a week during the period of construction (3 months)).

d. Change Orders. The Engineer shall consult with and advise the County and issue all instructions and Change Orders to the Contractor (for plan omissions only); if new item of work then an amendment to the Agreement shall be developed to incorporate a negotiated fee to compensate the Engineer for Change Orders that incorporate new items of work.

e. Construction Progress. During the progress of actual construction, the Engineer will prepare a monthly progress report to be delivered to the County including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

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- f. Shop Drawings and Working Drawings.** The Engineer shall review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.
- g. Testing, and Materials.** The Engineer shall review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.
- h. Payments to Contractor.** The Engineer shall review and provide recommendation regarding monthly and final estimates for payments to the Construction Contractor.
- i. Final Inspection.** The Engineer shall accompany the County on one Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.
- j. Certificate of Completion.** Prior to the County's dispersal of any retainage of funds to the Contractor, the Engineer shall render a written opinion to the County that the construction has been completed according to the Contract Documents and provide the County with a certificate of completion and release of liens documents from subcontractors.
- k. As-Builts.** The Engineer shall provide the County with bond copies of as-built drawings of the constructed improvements (of those items observed at time of monthly visit), within sixty (60) days of issuance of certificate of completion; certification will only be for those elements actually observed by the Engineer's representative.
- l. Interim and Final Inspection.** The Engineer will be responsible for Interim (maximum of 1 site visit per week for 3 months) and final inspection.
- m. Copies of Plans, Specifications, and Contract Documents.** The Engineer shall furnish to the County six (6) sets of plans and six (6) sets of specifications and contract documents.

III. Work Schedule

The project shall be developed within the following milestones:

1. Preliminary Phase

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

2. Design Phase

- Draft PS&E and Contract Documents will be provided within 30 calendar days of receiving approval from the County to proceed to

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with the Design Phase.

- Comments from the County shall be provided to the Engineer within 5 working days of receiving the Draft PS&E and Contract Documents.
- Final PS&E and Contract Documents will be provided to the County for advertisement within 15 calendar days of receiving comments from the County.

3. Construction Phase

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

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

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

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

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EXHIBIT "D"
- Estimated Cost Proposal

Task Description (from EXHIBIT "B")	Project Manager	Project Engineer	Project Designer	Project Inspector	Project Secretary	CAD / GIS Tech	
Preliminary Phase							
a&b. Evaluate / determine the proposed appropriate elements of the park; and prepare preliminary engineering plans in the form of a schematic identifying the proposed activities in the water park; Present to the Party the schematic at one preliminary conference.	2	8	12			30	
c. Incorporate comments from the preliminary conference, submit the Preliminary Phase Packet to include the schematic and associated construction cost estimate for final review and acceptance by the Party.	1	4	12			10	
Perform QC / QA.		8					
Design Phase							
a. Coordinate / attend one meeting, other coordination thru teleconference.	2		2		2		
b. Geotech design (see Special Services / Subconsultants below.)							
c. Prepare plans and specifications thru Buy Board procurement.	4	40	40			80	
Perform QC / QA.		8					
Construction Phase							
a. Assist Party during bidding process, responding to inquiries / request for clarifications from prospective bidders.	2	10	20				
b. Inspection/CO/reports/payments/asbuilts - actual site inspection will occur only once / week for 3 months.	2	15		39	10	12	
TOTAL HOURS	13	93	86	39	12	132	
BASE HOURLY RATE	65.00	50.00	31.05	35.00	16.00	25.00	
BILLING RATE (incl. OH & Profit)	\$236.98	\$182.29	\$113.20	\$127.60	\$58.33	\$91.15	
SUBTOTAL - LABOR COST	\$3,080.70	\$16,952.97	\$9,735.34	\$4,976.52	\$699.99	\$12,031.14	
SPECIAL SERVICES / SUBCONSULTANTS				DIRECT EXPENSES			
Geotechnical Investigations / Report	\$5,000.00				10	70	\$392.00
							\$200.00
SUBTOTAL - SPECIAL SERVICES	\$5,000.00						\$592.00
SUMMARY							
LABOR							\$47,476.70
SPECIAL SERVICES / SUBCONSULTANTS (@ 10% Markup)				x 1.10	x 1.10		\$5,500.00
EXPENSES				x 1.00	x 1.00		\$592.00
TOTAL FEE:						\$53,568.70	

DES

EXHIBIT "E"

-Supplemental Agreement Form

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

**SUPPLEMENTAL AGREEMENT NO. _____
TO PROFESSIONAL SERVICES AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 6 of the Professional Services Agreement ("Agreement") made by and between Hidalgo County, action herein by and through the Commissioner's Court, hereinafter called "County", and S&B Infrastructure, Ltd., professional engineers of McAllen, Texas, hereinafter called "Engineer.

WITNESSETH

WHEREAS, the County and the Engineer executed the Agreement on the _____ day of _____ 20__ concerning _____, 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 _____.

AGREEMENT

NOW THEREFORE, premises considered the County 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 County and the Engineer have caused this Supplemental Agreement to the Professional Services Agreement be executed as of the _____ day of _____ 20__.

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

HIDALGO COUNTY

BY: _____
Name / Title:

BY: _____
Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

