

THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made effective the 20<sup>th</sup> of November, 2018 by and between **HIDALGO COUNTY, TEXAS**, acting by and through its **Urban County Program** (“County”) and **Cruz-Hogan Consultants, Inc.** of Weslaco, a Texas Corporation (“Engineer”).

**WITNESSETH:**

WHEREAS, the County is responsible for procuring “**Engineering Services**” for projects with **HIDALGO COUNTY URBAN COUNTY PROGRAM** (the “Service”);

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

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the “Texas Professional Services Procurement Act”), the County requested Statements of Qualifications (SOQ’s) from professional engineers to assist the County by providing the Service;

WHEREAS, Urban County Program has selected the “Engineer” from the “Pool” of pre-qualified engineering firms from response to the Request for Qualifications (RFQ) to provide the Services for the **City of Weslaco – Waterlines Improvements Project Phase 3**

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

1. **Scope of Services.** The County will provide to Engineer the services described in **Exhibit “A”** attached hereto and entitled “Services to be performed by County.” Engineer agrees to provide to County with the work described in Exhibit “B”, the “Servicer”.

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 **November 20, 2018**, and will expire **November 19, 2019** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D".

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

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

**6. Amendments.** If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto,

and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineer's Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

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

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

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

**9. Suspension of Work.** Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under

this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

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

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

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

- a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be accompanied by a statement by the

Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

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

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

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

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

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

**15. Payment of Franchise Tax.** The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax.

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

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

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

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

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

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

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

**22. Hold Harmless.** In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities,

cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

**23. Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

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

If to Engineer:               **Cruz-Hogan Consultants, Inc.**  
Attn: Orlando Cruz, P.E.  
108 East Business 83  
Weslaco, Texas 78596

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

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

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

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

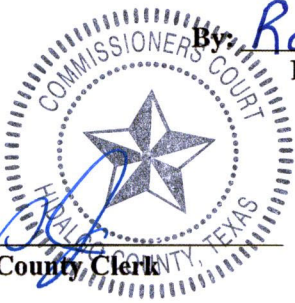
29. **Professional Seal.** All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

30. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

EXECUTED as of the day and year first written above.

HIDALGO COUNTY



By: Ramon Garcia  
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr.  
Arturo Guajardo Jr., County Clerk

APPROVED BY  
COMMISSIONERS' COURT  
ON: 11/20/18

Approved by Commissioners' Court on: November 20, 2018

ENGINEER:  
Cruz-Hogan Consultants, Inc

By: [Signature]  
Printed Name Orlando S. Cruz, P.E.  
Title: President.

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

[Signature]  
By: Stephen L. Crain, Attorney  
On this: 11-30-18

ATTACHMENTS:

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

## **EXHIBIT A**

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

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

#### **General:**

The Owner will provide to the Engineer the following:

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

## **EXHIBIT B**

### **-Scope of Services to be provided by the Engineer**

City of Weslaco Waterline Improvements Phase III  
Hidalgo County Urban County Program

**A. Preliminary Phase**

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

**B. Design Phase**

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

**C. Construction Phase**

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

**Compensation**

A. Preliminary Phase (15%) (To include surveying)	\$ 4,594.95
B. Design Phase (60%)	\$ 18,379.80
C. Construction Phase (25%)	\$ <u>7,658.25</u>
<b>Total</b>	<b>\$30,633.00</b>

**EXHIBIT C**  
**-Engineer Contract Rates**

**HOURLY RATES**

**Planning and Engineering**

Project Manager	\$185.00
Design Engineer	\$160.00
Engineering Technician	\$ 75.00
Administrative Assistant/Clerical	\$ 30.00

**EXHIBIT D**  
**-Work Authorization Form**

**HIDALGO COUNTY**  
**Professional Engineering Services**

**WORK AUTHORIZATION NO.** \_\_\_\_\_

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

**PART 1. SCOPE OF WORK**

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

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

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

**PART 2. ESTIMATED COST**

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

**PART 3. PAYMENT**

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

**PART 4. FUNDING**

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

Account No. \_\_\_\_\_

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

**PART 5. PERIOD OF SERVICE**

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

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

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

**HIDALGO COUNTY  
URBAN COUNTY PROGRAM**

BY: \_\_\_\_\_  
Diana R. Serna, Director

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ as indicated below and effective as of \_\_\_\_\_.

**ATTEST:**

**THE OWNER:  
HIDALGO COUNTY**

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

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

**THE ENGINEER:**

\_\_\_\_\_  
By: Orlando Cruz, P.E



**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**THE OWNER:**  
**HIDALGO COUNTY**

\_\_\_\_\_  
By: Orlando Cruz, P.E

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

**ATTEST:**

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

**LIST OF ATTACHMENTS**

(as required)

**EXHIBIT F**  
-Certificates of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hall & Company 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Julia Ardon	
	PHONE (A/C, No, Ext): 360-626-2956	FAX (A/C, No): 360-598-3703
E-MAIL ADDRESS: jardon@hallandcompany.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : GREAT AMERICAN INSURANCE COMPANY		16691
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED	CRUZHOG-01
Cruz Hogan Consultants Inc 108 E. Business 83 Weslaco TX 78596	

## COVERAGES

CERTIFICATE NUMBER: 1930277922

REVISION NUMBER:

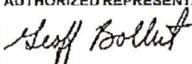
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEF <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab; Claims Made			DPP4203736	9/9/2018	9/9/2019	Per Claim Aggregate \$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Additional Insured Status is not available on Professional Liability Policy.

## CERTIFICATE HOLDER

## CANCELLATION

HIDALGO COUNTY URBAN COUNTY PROGRAM 427 E DURANTA AVE #107 ALAMO TX 78516	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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Policy Number:

Date Entered: 12/14/2017

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/24/2018

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> RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, Texas 75080	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): ( ) - ( ) - ( ) FAX (A/C, No): ( ) - ( ) - ( ) E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Cruz-Hogan Consultants, Inc.  605 East Violet Suite 5 McAllen, TX 78504	<b>INSURER A:</b> ACE Property & Casualty Insurance Company	NAIC # 20699
	<b>INSURER B:</b> Hartford Accident and Indemnity Company	22357
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SERTXD527488963N	6/4/2018	6/4/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			SERTXD527488963N No Owned Autos	6/4/2018	6/4/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	46 WBC AB7729	7/30/2018	7/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

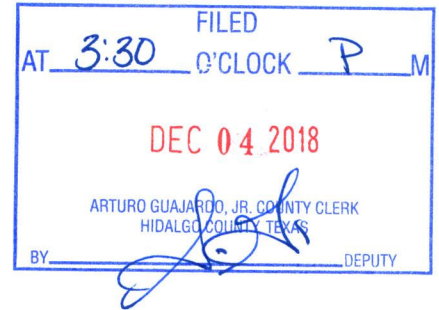
Coverage is subject to all policy terms, conditions, exclusions and endorsements.

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

<b>CERTIFICATE HOLDER</b> Hidalgo County Urban County Program 427 Easy Duranta Avenue #107 Alamo, TX 78516	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

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**EXHIBIT D**  
**-Work Authorization Form**  
**HIDALGO COUNTY**  
**Professional Engineering Services**



**WORK AUTHORIZATION NO. 1**

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

**PART 1. SCOPE OF WORK**

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

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

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

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **\$30,633.00**. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "D"**.

**PART 3. PAYMENT**

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

**PART 4. FUNDING**

This Work Authorization No. **1** shall be funded through funding source:  
Account No. **5017-80-0310-5000-8000**

Purchase Order Number **10375** (**MUST BE INCLUDED AFTER CC APPROVAL**)

**PART 5. PERIOD OF SERVICE**

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

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. 1** .

**HIDALGO COUNTY  
URBAN COUNTY PROGRAM**

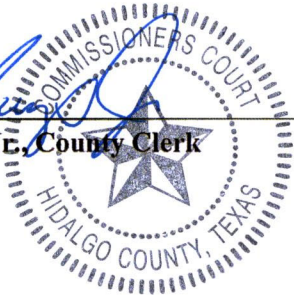
BY: *Diana R. Serna*  
Diana R. Serna, Director

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on November 20, 2018 as indicated below and effective as of November 20, 2018.

**ATTEST:**

*Arturo Guajardo Jr.*  
Arturo Guajardo Jr., County Clerk



**THE OWNER:  
HIDALGO COUNTY**

*Ramon Garcia*  
By: Ramon Garcia, County Judge

APPROVED BY  
COMMISSIONERS' COURT  
ON: 11/20/18 2018

**THE ENGINEER:**

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

**APPROVED AS TO FORM:**

Atlas, Hall & Rodriguez, L.L.P.

By: *S.L. Crain*

Stephen L. Crain, Attorney

On this: 11-30-18

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Cruz-Hogan Consultants, Inc.  
 Weslaco, TX United States

Certificate Number:  
 2018-418573

Date Filed:  
 10/24/2018

Date Acknowledged:  
 11/08/2018

**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

**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.**  
 5017-80-0310-5000-8000  
 Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cruz, Orlando	Weslaco, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_ (street), \_\_\_\_\_ (city), \_\_\_\_\_ (state), \_\_\_\_\_ (zip code), \_\_\_\_\_ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 (month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

# 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

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

Certificate Number:  
2018-418573

Date Filed:  
10/24/2018

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
5017-80-0310-5000-8000  
Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cruz, Orlando	Weslaco, TX United States	X	

5 Check only if there is NO Interested Party.

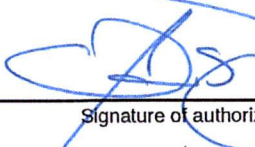
### 6 UNSWORN DECLARATION

My name is Orlando Cruz, and my date of birth is 9/29/1956.

My address is 108 E. Business 83, Weslaco, Tx, 78596, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.


Executed in Hidalgo County, State of Texas, on the 24<sup>th</sup> day of October, 2018.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# CRUZ-HOGAN *Consultants, Inc.*

ENGINEERS | PLANNERS | CONSULTANTS

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

HIDALGO URBAN COUNTY  
OCT 25 2018 PM 4:58 

October 24, 2018

Diana R. Serna  
Director  
County of Hidalgo-Urban County Program  
427 E. Duranta Avenue, Suite 107  
Alamo, Texas 78516

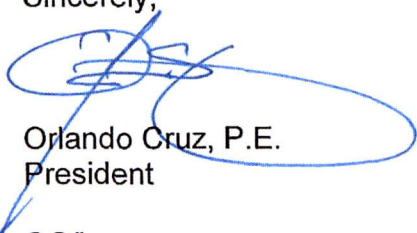
Re: Best & Final Offer for Engineering Services  
City of Weslaco Waterline Improvements, Phase III  
Hidalgo County Urban County Program

Dear Ms. Serna:

Enclosed is our "Exhibit B: Scope of Services" for the City of Weslaco Waterline Improvements, Phase III Project. Our best and final offer for the above-referenced project is \$30,633.00.

I would like to thank you for the opportunity to assist both the City of Weslaco and Hidalgo County on this project. If you have any questions, please feel free to contact me at (956) 854-4227.

Sincerely,

  
Orlando Cruz, P.E.  
President

OC/lg

Enclosure

**Exhibit "B"**  
**Scope of Services to be Provided by the Engineer**

City of Weslaco Waterline Improvements, Phase III  
Hidalgo County Urban County Program

**A. Preliminary Phase**

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

**B. Design Phase**

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

**C. Construction Phase**

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

**Compensation**

A. Preliminary Phase (15%) (To include surveying)	\$ 4,594.95
B. Design Phase (60%)	\$ 18,379.80
C. Construction Phase (25%)	\$ <u>7,658.25</u>
<b>Total</b>	<b>\$30,633.00</b>

**Exhibit "C"**  
**Engineer's Rates**  
**Hourly Breakdown**

**HIDALGO COUNTY URBAN COUNTY PROGRAM**

Engineer:		Cruz-Hogan Consultants, Inc.					
Project:		City of Weslaco Waterline Improvements Phase III					
Owner:		City of Weslaco, Texas					
Description:		This project consists of funding for the replacement of water lines and related street resurfacing improvements in the alley between Kansas Avenue, Illinois Avenue, (from 6th Street to 8th Street; Alley between Illinois Avenue/ Iowa Avenue (from 7th Street to 8th Street); 8th Street ( from Texas Blvd to alley between Iowa Avenue/Tennessee Avenue; and in alley between Oregon Avenue and Florida Avenue. Project will also include but not limited to adjacent/alley/streets within the same general vicinity, all related appurtenances, professional engineering services, geotechnical and material testing fees, etc					
TASK	DESCRIPTION	Design Engineer	Project Manager	Engineering Technician	Admin/ Clerical		
Task No. 1	Attend preliminary conferences with the City of Weslaco staff acquire available and relevant background data in respect to the project.	2	4				
Task No. 2	Establish the scope of topographic surveys for the design of the project.	2	2	1			
Task No. 3	Prepare a preliminary engineering report and submit to the City for review.	3	2	1	4		
Task No. 4	Receive electronic survey data from project surveyor and prepare background drawings for construction plans.	2	2	32			
Task No. 5	Prepare detailed construction drawings, technical specifications, and other pertinent documents for construction authorized by the City.	45	4	105	20		
Task No. 6	Submit plans and specifications to the appropriate agencies, other than the City, and coordinate approval process.	3	1		4		
Task No. 7	Furnish the City three (3) sets of copies of plans and specifications marked "Preliminary" for approval by the City. Upon final approval by the City, the Engineer will provide the City three (3) sets of "Final" plans and specifications.	2	1	4	4		
Task No. 8	Assist the City in conducting a pre-construction conference with City staff, Urban staff and Construction Company.	1	1		2		
Task No. 9	Make periodic visits to the site to observe the overall progress and quality of work. Make recommendations to the City regarding materials and workmanship.	6	1				
Task No. 10	Conduct final inspection of the project.	2	2				
Task No. 11	Prepare revisions of construction drawings with the assistance of the City's personnel reflecting changes to the plans. These "As-Built" drawings shall be provided by the Engineer to the City. Three (3) sets will be provided.	2	1	3	2		
	<b>Hour (Sub-Total)</b>	<b>70</b>	<b>21</b>	<b>146</b>	<b>36</b>		
	<b>Contract Rates Per Hour</b>	<b>\$160.00</b>	<b>\$185.00</b>	<b>\$75.00</b>	<b>\$30.00</b>		
	<b>Sub-Total Labor Cost</b>	<b>\$11,200.00</b>	<b>\$3,885.00</b>	<b>\$10,950.00</b>	<b>\$1,080.00</b>		

SUB-TOTAL LABOR COST \$27,115.00  
 SURVEYING FEES \$3,518.00

TOTAL ENGINEERING FEES \$30,633.00

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Cruz-Hogan Consultants, Inc.</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>108 E. Business 83</b>	Requester's name and address (optional) <b>Hidalgo County Urban County Program</b>
<b>6</b> City, state, and ZIP code <b>Weslaco, TX 78596</b>	<b>427 E. Duranta Ave., Ste. 107</b> <b>Alamo, TX 78516</b>
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>											
or											
Employer identification number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> </tr> </table>	7	5	-	2	4	4	1	7	8	4	
7	5	-	2	4	4	1	7	8	4		

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>10/24/18</u>
------------------	----------------------------	------------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

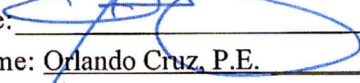
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:   
Print Name: Orlando Cruz, P.E.  
Title: President  
DUNS No. : 182056903  
Telephone Number: (956) 854-4227  
Date: 10/24/18

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

\*\*\*\*\*UCP STAFF ONLY\*\*\*\*\*

**VERIFICATION**

DATE VERIFIED ON SAM: 10/24/18  
HAS ACTIVE EXCLUSIONS?        YES   ✓   NO  
UCP COORDINATOR NAME: Monica Leal  
UCP COORDINATOR SIGNATURE: Monica Leal

ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.

ALERT - Users who previously bookmarked this site will need to update their bookmark on November 5, 2018. Users may continue to navigate directly to sam.gov, only the bookmarked url will be affected.

# Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

108 E Business 83  
Westaco, TX, 78596-0047 ,  
UNITED STATES

## Cruz-Hogan Consultants, Inc.

DUNS: 182056903 CAGE Code: 7JL30  
Status: Active

Expiration Date: 06/25/2019  
Purpose of Registration: All Awards

### Entity Overview

#### Entity Registration Summary

**Name:** Cruz-Hogan Consultants, Inc.  
**Business Type:** Business or Organization  
**Last Updated By:** Orlando Cruz  
**Registration Status:** Active  
**Activation Date:** 07/11/2018  
**Expiration Date:** 06/25/2019

#### Exclusion Summary

**Active Exclusion Records?** No



- Search Records
- Disclaimers
- FAPIS.gov
- Data Access
- Accessibility
- GSA.gov/IAE
- Check Status
- Privacy Policy
- GSA.gov
- About
- USA.gov
- Help



\*VG-120-2018-2924527\*

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2924527

Billable Pages: 1

Recorded On: June 13, 2018 03:51 PM

Number of Pages: 2

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 36.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is Invalid and unenforceable under federal law.

**File Information:**

Document No: 2924527  
Receipt No: 20180613000465  
Recorded On: June 13, 2018 03:51 PM  
Deputy Clerk: Elaine Acuna  
Station: Mcallen-CC-K24

**Record and Return To:**

Cruz-Hogan Consultants Inc.  
605 E. Violet  
Original Returned to Customer  
Mcallen TX 78504



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Cruz-Hogan Consultants, Inc.

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

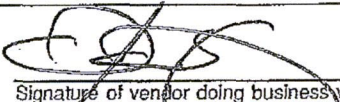
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity

JUNE 18, 2018  
Date



<b><u>ALTERNATIVE NO. 1</u></b>					
<b><u>CONSTRUCTION ITEMS</u></b>					
1	8" Waterline- PVC, DR-18 C-900	LF	521	\$35.00	\$18,235.00
2	8" Gate Valve w/ Box	EA	2	\$1,500.00	\$3,000.00
3	8" x 8" Tee DI Fitting	EA	2	\$1,200.00	\$2,400.00
4	8" x 6" Reducer Fitting	EA	4	\$900.00	\$3,600.00
5	8" - 90° Bend DI Fitting	EA	1	\$800.00	\$800.00
6	8" DI Coupling (Connection to existing lines)	EA	2	\$1,000.00	\$2,000.00
7	6" DI Coupling (Connection to existing lines)	EA	2	\$900.00	\$1,800.00
8	Water Service Line Connection to ROW Line (connect to exist meter)	EA	7	\$600.00	\$4,200.00
9	Waterline Connection to Existing Main Lines	EA	2	\$2,000.00	\$4,000.00
10	Roadway Caliche Pavement Trench Repair	SY	174	\$15.00	<u>\$2,610.00</u>
<b>SUBTOTAL - ALTERNATIVE NO. 1</b>					<b>\$42,645.00</b>
<b><u>SUMMARY</u></b>					
<b>BASE BID</b>					<b>\$263,685.00</b>
<b>ALTERNATIVE NO. 1</b>					<b><u>\$42,645.00</u></b>
<b>TOTAL CONSTRUCTION ITEMS</b>					<b>\$306,330.00</b>
<b><u>NON-CONSTRUCTION ITEMS</u></b>					
Design Surveying, Engineering Design and Const Services Fees (10%)					\$30,633.00
Materials Testing					\$2,500.00
<b>TOTAL NON-CONSTRUCTION ITEMS</b>					<b><u>\$33,133.00</u></b>
<b>TOTAL ESTIMATED PROJECT COST</b>					<b>** \$339,463.00</b>

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



11/8/2018

Zimbra

Good morning Mr. Crain,

Hope all is well.

Attached for your review and approval, please find the Professional Service Agreement for Cruz-Hogan Consultants. Agreement will be scheduled to go to HCCC for November 20th.

Should you have any questions or concerns, please do not hesitate to contact me.

Respectfully submitted,

Monica Leal,  
Coordinator II, UCP  
956-787-8127

----- Forwarded Message -----

From: ricoh5054@ucp.co.hidalgo.tx.us  
To: "Monica Leal" <Monica.Leal@co.hidalgo.tx.us>  
Sent: Thursday, November 8, 2018 10:15:26 AM  
Subject: Message from "RNP002673BE4852"

This E-mail was sent from "RNP002673BE4852" (MP 5054).

Scan Date: 11.08.2018 10:15:25 (-0600)  
Queries to: ricoh5054@ucp.co.hidalgo.tx.us

---

**From :** Steve Crain <scrain@atlashall.com> Thu, Nov 08, 2018 02:14 PM  
**Subject :** Read: Review: Professional Service Agreement City of Weslaco Phase 3 Waterline Project 📎 1 attachment  
**To :** 'monica leal' <monica.leal@co.hidalgo.tx.us>

Your message

To: scrain  
Cc: diana serna; antonio barco; patricio avila  
Subject: Re: Review: Professional Service Agreement City of Weslaco Phase 3 Waterline Project  
Sent: 11/8/2018 11:56 AM

was read on 11/8/2018 2:13 PM.

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**From :** Steve Crain <scrain@atlashall.com> Thu, Nov 08, 2018 01:26 PM  
**Subject :** Read: Review: Professional Service Agreement City of Weslaco Phase 3 Waterline Project 📎 1 attachment  
**To :** 'monica leal' <monica.leal@co.hidalgo.tx.us>

Your message

To: scrain  
Cc: diana serna; antonio barco; patricio avila  
Subject: Re: Review: Professional Service Agreement City of Weslaco Phase 3 Waterline Project  
Sent: 11/8/2018 1:14 PM

was read on 11/8/2018 1:25 PM.

Thu, Nov 08, 2018 11:56 AM

**From :** monica leal <monica.leal@co.hidalgo.tx.us>  
**Subject :** Re: Review: Professional Service Agreement City of Weslaco Phase 3 Waterline Project  
**To :** scrain <scrain@atlashall.com>  
**Cc :** diana serna <diana.serna@co.hidalgo.tx.us>, antonio barco <antonio.barco@co.hidalgo.tx.us>, patricio avila <patricio.avila@co.hidalgo.tx.us>

Mr. Crain,

I already made the change to the date. However, based on your review regarding Exhibit "B", please note that the evaluations completed are based off project specific for each individual city. We do not utilize agreement's that have already been approved for any other projects. Therefore, any time we submit an agreement for review and approval we revise the dates, project name, engineer's information, include their "Engineer's" scope of service and all their back up.

Respectfully,

Monica

----- Original Message -----

From: "scrain" <scrain@atlashall.com>  
To: "monica leal" <monica.leal@co.hidalgo.tx.us>  
Sent: Thursday, November 8, 2018 10:34:11 AM  
Subject: RE: Review: Professional Service Agreement City of Weslaco Phase 3 Waterline Project

Please correct the termination date to November 19, 2019. Please delete Exhibit B as it references a project in Weslaco and this contract is a general contract that may pertain ot projects across the County. A new Exhibit B should be created and inserted to apply to projects that may arise across the County.

-----Original Message-----

From: monica leal <monica.leal@co.hidalgo.tx.us>  
Sent: Thursday, November 08, 2018 10:18 AM  
To: scrain <scrain@atlashall.com>  
Cc: diana serna <diana.serna@co.hidalgo.tx.us>; antonio barco <antonio.barco@co.hidalgo.tx.us>; patricio avila <patricio.avila@co.hidalgo.tx.us>  
Subject: Review: Professional Service Agreement City of Weslaco Phase 3 Waterline Project

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3 MB

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