

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AGREEMENT FOR PROFESSIONAL SERVICES
C-CAP-08-015-09-02**

THIS AGREEMENT is made effective the 2ND day of September, 2008, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and **R. GUTIERREZ ENGINEER CORPORATION**, professional engineers of Pharr, Texas, hereinafter called the “**Engineer**”.

WITNESSETH:

Whereas, the **Owner** desires to Contract with the **Engineer** to provide professional engineering services for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct No 2 (hereinafter referred to as the “**Project**”).

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

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT “B”**, attached hereto.

2.2 Classification of Services The **Owner** will furnish items and provide those services for the

development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A" Services to be Provided by the Owner**, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business on November 6, 2009 (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

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

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 2nd day of September, 2008.

ENGINEER: R. GUTIERREZ Engineering

BY: Ramiro Gutierrez
Ramiro Gutierrez, P.E., President

**OWNER:
HIDALGO COUNTY**

BY: Juan D. Salinas, III
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., Hidalgo County Clerk

APPROVED AS TO FORM

Atlas & Hall, L.L.P.

By: Atlas & Hall

ATTACHMENTS:

- EXHIBIT A** - Scope of Services to be Provided by the Owner
- EXHIBIT B** - Scope of Services to be provided by the Engineer
- EXHIBIT C** - Work Schedule
- EXHIBIT D** - Engineer's Agreement Rates
- EXHIBIT D1** - Fee Breakdown
- EXHIBIT E** - Work Authorization Form
- EXHIBIT F** - Supplemental Agreement Form
- EXHIBIT G** - Certificate of Insurance (*Hidalgo County*)