

THE STATE OF TEXAS    §  
  §  
COUNTY OF HIDALGO   §

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**AGREEMENT FOR PROFESSIONAL SERVICES**  
**C-CAP-08-014- 09 - 30**

**THIS AGREEMENT** is made effective the 30<sup>th</sup> day of SEPTEMBER 2008, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and **TEDSI INFRASTRUCTURE GROUP, Inc.**, professional engineers of Mission, 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 Round II for **Hidalgo County Precinct No 1** (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.

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**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 30<sup>th</sup> day of SEPTEMBER, 2008.

**ENGINEER: TESDI INFRASTRUCTURE GROUP**

BY: 

~~Mark W. Laffer, P.E., RPLS, CFM Principal~~ <sup>CFS</sup>

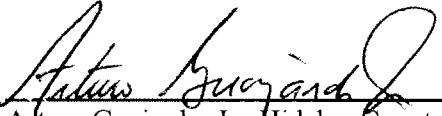
**OWNER:  
HIDALGO COUNTY**

**CRAIG F. STONG, P.E., PRINCIPAL**

BY: 

Juan D. Salinas, III, County Judge

**ATTEST:**

  
Arturo Guajardo, Jr., Hidalgo County Clerk

**APPROVED AS TO FORM**

**Atlas & Hall, L.L.P.**

By: 

**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*)