

AGREEMENT

PROFESSIONAL ENGINEERING SERVICES

THE STATE OF TEXAS

COUNTY OF HIDALGO

This Agreement, made and entered into by and between **Hidalgo County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as “the **County**” and **TEDSI Infrastructure Group, Inc.**, hereinafter referred to as the “**Engineer**,”

WITNESSETH:

WHEREAS, the County desires the services of an engineer to provide traffic engineering and general engineering services including studies, design, and other services including but not limited to submittal of official state and federal documents as may be needed in connection with various County projects; and

WHEREAS, the Engineer represents that it is qualified and willing to provide such services;

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

I.

CHARACTER OF SERVICES

During the course of this Agreement, the County may give the Engineer written authorizations to perform certain of the following types of engineering services in regard to specific applications specified in said authorizations, and after receipt of each authorization, the Engineer shall perform such of the following types of services in regard to the particular applications as are thereby authorized:

A. REPRESENT COUNTY

- 1) The Engineer will represent County at MPO Technical Committee meetings and meetings with TxDOT in reference to programming of County roadway projects for funding consideration through the Metropolitan Transportation Plan (MTP).

The Engineer will meet with County personnel to coordinate the details of roadway projects of special interest by each individual precinct to ensure optimal progress of the project on the MTP. The Engineer will provide guidance on all matters related to the MPO and TxDOT. The Engineer will also provide guidance/traffic engineering expertise to each individual precinct on general traffic operations matters. The Engineer will respond to traffic engineering operations inquiries and provide the necessary direction as requested.

- 2) The Engineer will represent County at the Hidalgo County Regional Mobility Authority (HCRMA) meetings in reference with programming and funding of projects associated with the HCRMA. The minutes of said meeting shall be presented to Commissioners Court within 2 weeks of said RMA Meetings.

B. MULTI-WAY STOP SIGN WARRANT STUDIES

The purpose of a multi-way stop sign study is to determine if installation of stop signs at the intersection of two or more roadways will benefit motorists from a safety standpoint. As a minimum, the warrant study shall include: analysis of existing traffic control (if any), analysis of accident data, analysis of vehicle and pedestrian volumes, and analysis of travel speed.

C. TRAFFIC SIGNAL WARRANT STUDIES

The purpose of a traffic signal warrant study is to determine the necessity for a signal installation at an intersection, of two or more roadways based on safety and time delay benefits which may be derived by motorists and/or pedestrians. As a minimum, the warrant study shall include: analysis of vehicle and pedestrian volumes, analysis of existing traffic control (if any), analysis of the roadway, analysis of accident data and analysis of travel speeds. Analyses shall be performed in accordance with the procedures established in the latest edition of the "Texas Manual on Uniform Traffic Control Devices".

D. SPOT SPEED STUDIES

The purpose of a spot speed study is to measure the speed characteristics at a specified location for each direction of flow under the traffic and environmental conditions prevailing at the time of the study. Speed data may be collected manually or by automatic methods and shall be adequate sample size to satisfy statistical considerations.

E. LEFT TURN WARRANT STUDIES

The purpose of a left turn warrant analysis is to determine if a separate left turn lane is needed on an intersection approach. The intention of separating left turn traffic from through traffic is to improve safety and minimize delay due to lengthy queues and/or inefficient controller phasing. The analysis shall include study of vehicle movements at the intersection, analysis of vehicle delay, analysis of existing traffic control and analysis of

vehicle conflicts. Capacity analysis and signal optimization are not required as part of the analysis.

F. SPECIAL STUDIES

Special studies are traffic engineering studies other than those listed in Items A through D. The Engineer shall provide special studies to Hidalgo County on an as needed basis.

G. OTHER ENGINEERING SERVICES

Such services shall consist of traffic engineering services, and general engineering services, traffic designs and other specific engineering services not included within Section I., B through E. Services may also include submittal of official state and federal documents as well as attendance of meetings on the County’s behalf upon the County’s request.

It is expressly understood and agreed that the Engineer shall not furnish any work or services without the prior written authorization of the County setting forth the particular services requested and their specific application. The County shall have no obligation to pay for any such work or services which have been rendered without the prior written authorization of the County as hereinabove provided.

Prior to receiving written authorization for service under Item F (Special Studies), or Item G (Other Engineering Services) the Engineer shall prepare at no charge and deliver to the County an engineering cost for said services with a breakdown of expenses. It is expressly understood that the Engineer shall not furnish any work or services under Items F or G without prior written authorization of the County containing a maximum authorized fee for the approved services and a required date of completion of services

II.

COMPENSATION AND TIME FOR PERFORMANCE

The Engineer’s compensation and the time for performance for services under this agreement shall be as set forth below:

	SERVICE	BASIS OF COMPENSATION	TIME FOR PERFORMANCE (CALENDAR DAYS)
Item A.	COUNTY REPRESENTATION AND TRAFFIC ENGINEERING SUPPORT		
	1. Retainer (HCMPO)	\$3,000.00/Month	N/A
	2. Retainer (HCRMA)	\$2,000.00/Month	N/A
Item B.	MULTIWAY STOP SIGN		

	WARRANT STUDY		
	1. Three Approaches	\$4,000.00/intersection	30
	2. Four Approaches	\$4,500.00/intersection	30
Item C.	TRAFFIC SIGNAL WARRANT STUDY		
	1. Three Approaches	\$4,500.00/intersection	30
	2. Four Approaches	\$4,750.00/intersection	30
Item D.	SPOT SPEED STUDY	\$3,500.00/location	15
Item E.	LEFT TURN WARRANT STUDY		
	1. Left Turn Warrant Analysis	\$3,500.00/intersection	30
Item F.	SPECIAL STUDIES	To be negotiated based on scope & Exhibit "B".	As specified in the written authorization.
Item G.	Other Engineering Services	To be negotiated based on scope & Exhibit "B".	As specified in the written authorization.

III.

ENGINEER'S DILIGENCE

The Engineer shall perform services hereunder diligently, such that each authorized service shall be completed within the applicable number of days specified in Section III from the date of receipt of written authorization pursuant to Section I for such service. The Engineer, upon request of the requesting County Department, shall provide such department with written or oral progress reports, as requested, on each such service, which has been authorized by such department hereunder.

IV.

TERM

This Agreement shall commence on the date of approval thereof by the Commissioner's Court of the County and shall end three years thereafter, however, the third year will be considered an optional year which will be in effect unless the County notifies the Engineer in writing 30 days prior to the completion of the second year. If during the said three year period the Engineer has received written authorization from the County to perform a service pursuant to Section I of this Agreement, and the time for performance for such

service (pursuant to Sections III and IV of this Agreement) will extend beyond the said three year term of this agreement, then and in that event, the term of this agreement shall be extended accordingly for the purpose of completing the said authorized service or services only.

V.

PAYMENT

The Engineer shall submit monthly billings from time to time during the performance of the work hereunder and a final bill upon completion of all obligations hereunder. Such billings shall be in a form acceptable to the Hidalgo County Auditor, shall be itemized on the basis of the rates set forth in Section III above, shall be duly certified and sworn to be true and correct by an officer of the Engineer. The Hidalgo County Auditor shall review the said statements and shall approve same, with such modifications, as he may deem appropriate. Subject to the limitations of liability set forth above, County agrees to pay such statements as approved by the Hidalgo County Auditor within twenty (20) days after his approval of same and provided that the approval of such statements shall not be considered to be evidence of performance by Engineer or of receipt or acceptance by the County of the work covered by such statements. The final statement submitted shall certify that all services to be provided pursuant to this Agreement have been performed. The statements to be submitted by the Engineer to the County hereunder shall be limited to work done and services performed pursuant to this Agreement only. The Engineer shall not include in said statements any work or services performed, required to be performed, or billed under or pursuant to any other agreement, and no compensation shall be allowed or paid by the County to the Engineer hereunder for work or services performed or required to be performed or billed pursuant to any other agreement.

VII.

TERMINATION

County may terminate this Agreement, with or without cause, upon ten (10) days prior written notice to the other party. Upon receipt of such notice, the Engineer shall immediately cease all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of said notice of termination, the Engineer shall submit its statement, showing in detail the services performed under this Agreement, to the date of termination, in accordance with Paragraph VI, above. The County shall then pay the Engineer that proportion of the prescribed charges for each previously authorized service hereunder that the authorized services actually performed at the time of termination bear to the services which had been authorized, less such payments on account of charges as have been previously made. All completed or partially completed sketches, designs, plans and specifications, studies, reports, surveys, tests, data and other documents prepared under this Agreement prior to

the date of termination shall be promptly delivered to the County when and if this Agreement is terminated.

VIII.

ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications required or permitted to be given by the County to the Engineer under this Agreement may be given by registered or certified U.S. Mail, postage prepaid, return receipt requested, addressed to TEDSI Infrastructure Group, 1201 E. Expressway 83, Mission, Texas 78572. All notices and communications required or permitted to be given by the Engineer to the County under this Agreement may be given by registered or certified U.S. Mail, postage prepaid, return receipt requested, addressed to:

Honorable Rene A. Ramirez
Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

IX.

ASSIGNMENT

Neither the County nor the Engineer shall assign, sublet or transfer its obligations under this Agreement without the prior written consent of the other party hereto.

X.

COMPLIANCE AND STANDARDS

The Engineer shall perform the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the engineering professions to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating in any way to the work to be performed hereunder and the Engineer's performance.

XI.

OWNERSHIP OF DOCUMENTS

The County shall be the absolute and unqualified owner of mylar reproductions, preliminary layouts, sketches, and other documents prepared pursuant to this Agreement by the Engineer with the same force and effect as if the County had prepared the same. The Engineer is expressly prohibited from selling, licensing, or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the express written permission of Hidalgo County.

XII.

MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. This contract supersedes any prior contract or contracts between the parties hereto with regard to the same terms and provisions contained herein. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting subsequent modifications in writing signed by all parties hereto.

XIII.

TEXAS LAW TO APPLY

This contract 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 persona jurisdiction in Hidalgo County, Texas.

XIV.

COMMITMENT OF CURRENT REVENUES ONLY

In the event that during any term hereof, the County's governing body does not appropriate sufficient funds to meet its obligations of this Contract, then the County may terminate this Contract upon sixty (60) days written notice to the Company. The County however, agrees to use its best efforts to secure funds necessary for the continued performance of this Contract. The County intends this provision to be a continuing right to terminate this Contract at the expiration of each budget period pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

XV.

NOTARIZED SIGNATURES OF APPROVAL

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Name of Firm: **TEDSI INFRASTRUCTURE GROUP**
Address: 1201 E. Expressway 83
Mission, Texas 78572
Fed. I.D. # 760128014

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ____ day of February 2010 by Jesus Salinas, Executive Vice President, of and on behalf of **TEDSI INFRASTRUCTURE GROUP**

Jesus Salinas,
Principal
TEDSI INFRASTRUCTURE GROUP

Notary Public - Signature

ATTEST: COUNTY OF HIDALGO

Arturo Guajardo Jr.
Hidalgo County Clerk

Rene A. Ramirez
Hidalgo County Judge

Approved as to Form:
Atlas & Hall LLP

By : _____