

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-11-239-10-04

THIS AGREEMENT is made effective the 4th day of **October, 2011**, by and between the County of Hidalgo, Texas (“County”) and **Guzman & Munoz Engineering & Surveying** (“Surveyor”).

WITNESSETH:

WHEREAS, the County requires **“Surveying Services”** for **“Road and Bridge, C.I.P. and Other Projects in General”** (on an as needed basis) located within **Hidalgo County Precinct No. 1**, and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for **“Professional Surveying Services”**, and

WHEREAS, from which **“Professional Surveyor”** has been selected from the **“Pool”** of pre-qualified Surveyors from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of **“Professional Surveyor”** are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, **“The Professional Services Procurement Act,”** Government Code, the County requested proposals from professional Surveyors to assist the County by providing Surveying services; and

WHEREAS, County has selected the Surveyor to provide Surveying services within Hidalgo County Precinct No. 1, in accordance to Exhibit **“A-1”**, Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein

contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to County "Surveying services" for and in connection to the: "Road and Bridge, C.I.P. and Other Projects in General" (on an as needed basis) located within Hidalgo County Precinct No. 1, as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor". *In the event the Surveyor does not provide the Scope of Services prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and the Scope of Services is secured from another firm, Surveyor will be responsible for any additional charges or expenses incurred by Hidalgo County.*

Further, in the event that it is demonstrated by Surveyor that Hidalgo County has caused or delayed thus preventing the Surveyor from meeting the specified agreed upon deadline to provided the Scopes of Services ordered, Surveyor must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Term.** This Agreement shall commence upon approval of this agreement for a term of one (1) year, effective October 4, 2011, expiring October 3, 2012 or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each "Purchase Order".

The County assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the County for the Surveyor to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. **Non-Exclusive Services of Surveyor** Hidalgo County reserves the right to request these services from other sources other than the Surveyor and shall not be in