

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AGREEMENT FOR PROFESSIONAL SERVICES
C-CAP-08-028-10-28**

THIS AGREEMENT is made effective the **10th** day of **October 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 III 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

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 5th day of November, 2008.

ENGINEER: TESDI INFRASTRUCTURE GROUP

BY: 

Jesse Salinas

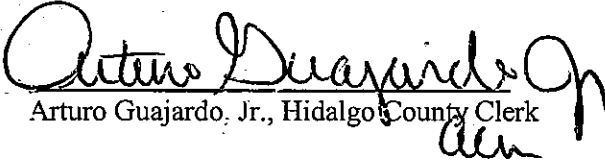
OWNER:

HIDALGO COUNTY

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*)

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 Precinct No. 1
Commissioner _____ as to content and detail of this Work Authorization No. # ____.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY: _____
Commissioner Sylvia Handy

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ (DATE) as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP, INC.

THE OWNER:
HIDALGO COUNTY

By: _____

By: Juan D. Salinas III, County Judge

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Estimated Cost Proposal

EXHIBIT "F"
SUPPLEMENTAL AGREEMENT FORM
C-CAP-08-028-00-00
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2008** concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number ____ (hereinafter referred to as the "**Project**") and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on November 6, 2008; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the close of business on November 6, 2008.

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:
TEDSI INFRASTRUCTURE GROUP, INC.**

BY: _____
Jesse Salinas

Address for Giving Notices:
1201 E EXPRESSWAY 83
MISSION, TEXAS 78572

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Juan D. Salinas III, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)