

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

## CONTRACT FOR CONSULTING SERVICES

C-14-344-11-18

**THIS AGREEMENT** is made and entered into on this the 18<sup>th</sup> day of Month, 2014 by and between the **County of Hidalgo, Texas**, (“County”) and Hellmuth, Obata, & Kassabaum, LP (“Consultant”) to serve at the pleasure of the Hidalgo County Commissioner’s Court.

### WITNESSETH:

**WHEREAS**, Company responded to advertised notice for Request for Qualifications for the **“Professional Architectural Consulting Service-Design & Construction of Court House & Judicial Buildings”** (Services);

**WHEREAS**, Company submitted Qualifications to provide services in accordance with Exhibit “A” Request for Qualifications (RFQ) Packet attached hereto respectively, and incorporated herein for all purposes of (the RFQ).

County desires to contract with a Consultant to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

**WHEREAS**, Consultant has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner’s Court.

**NOW, THEREFORE**, for the mutual consideration expressed hereinafter, County and Consultant agree as follows:

1. County and Consultant hereby agree that this Agreement is entered into in order to

provide services in accordance with the Requirements contained in Exhibit "A" within Hidalgo County following a request for Services by **Hidalgo County** or its designated agent. Consultant agrees in performing the Services that it will use professional standards in accordance with the highest standards of care, skill and diligence, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from another source other than the successful vendor and shall not be in violation of any terms or conditions of this contract. This Agreement does not extend to any third parties and duties or benefits conferred in any manner hereunder or otherwise.

2. Consultant hereby promises and agrees to provide the County during the term of this Agreement, and shall be obligated to render and provide the consulting services required by Hidalgo County in connection with the **"Professional Architectural Consulting Service-Design & Construction of Court House & Judicial Buildings"**. The Services include, but are not limited to, the items listed on Exhibit A, which is attached and made a part of this Contract.

This Contract shall commence on **November 18, 2014** and expiring on **January 30, 2015** and may be extended at the sole discretion of the County for an additional three (3) month term under the same rates, terms and conditions.

3. Consultant will report any problems or recommended changes in the Implementation of **"Professional Architectural Consulting Service-Design & Construction of Court House & Judicial Buildings"** to Hidalgo County.

4. As consideration for the services of Consultant described herein, the County agrees to pay Consultant the fees as outlined in "Exhibit B" attached hereto payable against written

28. If the Service requires additional services not delivered in the Requirements of the Contract a separate negotiated contract may be requested in a form acceptable to County.

29. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED and effective as of the \_\_\_\_\_ day and \_\_\_\_\_, 20XX first written above.

APPROVED AS TO FORM:

Atlas, Hall, & Rodriguez, LLP

SLC

Stephen L. Crain

COUNTY OF HIDALGO, TEXAS

Ramon Garcia

Ramon Garcia, County Judge

Approved by Commissioners' Court

on 11-18-14 RO

Hellmuth, Obata & Kassabuam, L.P.

By: Curt Farde

Printed Name: CURT FARDE

Title: VICE PRESIDENT

ATTEST:

Arturo Guajardo

Arturo Guajardo, County Clerk

