



Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>

Re: Alpha Agreement

1 message

Robert Vina <robert.vina@da.co.hidalgo.tx.us>

Fri, Sep 20, 2019 at 8:43 AM

To: Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>

Cc: "Ramirez, Josephine" <josephine.ramirez@da.co.hidalgo.tx.us>, "Garza, Victor" <victor.garza@da.co.hidalgo.tx.us>, "salazar, martha" <martha.salazar@co.hidalgo.tx.us>, "trevino, dina" <dina.trevino@co.hidalgo.tx.us>, "villarreal, rocio" <rocio.villarreal@co.hidalgo.tx.us>

Good afternoon Ms. Salinas,

As requested, this office has reviewed the agreement C-19-257-09-24 for on call Engineering service with Alpha Infrastructure Engineering and approves it as to form subject to the inclusion of the recommended modifications below:

1. Replace 3.4(1) Commitment of Current Revenues section with the following:

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon thirty (30) days written notice to Architect. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County. *Agreements for the acquisition, including the lease of real or personal property under Tex.Loc.Govt.Code §271.903:* In the event that during any term hereof the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this agreement, County may terminate the Agreement upon thirty (30) days written notice to Architect. County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1966).

2. Revise the following sentence at the end of 6.1:

~~About ten (10) working days~~ After the Commissioners Court of the Owner meets approving such payment, the Owner shall make payment to the Engineer in the amount approved as aforesaid subject to Article 6.4 herein and **below in accordance with the Texas Prompt Payment Act.**

3. Add the following three provisions:

____. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non- federally funded program or activity when providing any services described herein under this contract/Contract. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

____. **Additional Documents:** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the

terms of this Agreement.

_____. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.236, a non-federal entity’s contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

Please let us know if you have any questions.

Respectfully,

Robert Viña III

Assistant District Attorney
Civil Litigation Division

Office of the Criminal District Attorney
Hidalgo County, Texas
100 E. Cano
Edinburg, TX 78539
(956) 292-7609 EXT 8187
(956) 292-7619 FAX

robert.vina@da.co.hidalgo.tx.us

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On Thu, Sep 19, 2019 at 10:34 AM Yvette Salinas <yvette.salinas@co.hidalgo.tx.us> wrote:
May I have a status on this agreement, please?

I need have been asked to get its work auth #1 approved on Tuesday.

Respectfully,



Purchasing Department

Yvette Salinas Contract Specialist III
yvette.salinas@co.hidalgo.tx.us
2812 S. Business Hwy 281 Main: 956-318-2626 ext. 4874
Edinburg, TX 78539 Fax: 956-292-7612

On Tue, Sep 17, 2019 at 11:59 AM Yvette Salinas <yvette.salinas@co.hidalgo.tx.us> wrote:
I have revised the dates. Please review and advise.

Respectfully,



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Edinburg, TX 78539 Fax: 956-292-7612

On Thu, Sep 12, 2019 at 2:42 PM Yvette Salinas <yvette.salinas@co.hidalgo.tx.us> wrote:
Good Afternoon,

Please review attached agreement and advise.

Respectfully,



Purchasing Department

Yvette Salinas Contract Specialist III
yvette.salinas@co.hidalgo.tx.us
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