



Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Re: North Alamo Realignment (TXDOT PROJ.)-Final Contract

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

Tue, Oct 1, 2019 at 4:21 PM

To: Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Cc: "ramirez, josephine" <josephine.ramirez@da.co.hidalgo.tx.us>, "garza, victor" <victor.garza@da.co.hidalgo.tx.us>

Good afternoon Ms. Villarreal,

As requested, this office has reviewed the agreement C-19-020-10-08 for on call Engineering service with Millennium Engineering Group and approves it as to form.

You may enter my name on the ADA signature line.

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
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(956) 292-7609 EXT 8187
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On Tue, Oct 1, 2019 at 3:51 PM Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us> wrote:

Mr. Vina,

Attached as requested is the revised contract for the Millennium Engineering Group. Please review and approve as to form.

Thank you.

On Mon, Sep 30, 2019 at 4:53 PM Robert Vina <robert.vina@da.co.hidalgo.tx.us> wrote:

Good afternoon Ms. Villarreal,

As requested, this office has reviewed the agreement C-19-020-0924 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 on the contract 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. Bold all of Article 19 - Indemnification of the contract.

4. Add the following provisions to the contract:

____. **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.

- 5. Revise County Judge and Commissioner names on Exhibits E & F and anywhere else as needed.
- 6. Recommend at a minimum including the contract number at the bottom of each page of the contract.

Please let us know if you have any questions.
Respectfully,

Robert Viña III

Assistant District Attorney
Civil Litigation Division

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On Mon, Sep 30, 2019 at 9:56 AM Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us> wrote:
Mrs. Ramirez,

Attached for your review and approval as to form is the negotiated agreement for the North Alamo Realignment for Pct. 4.

Thank you.

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Rocio Villarreal

Contract Specialist III | Purchasing Dept

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