**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**AGREEMENT FOR PROFESSIONAL SERVICES**
**C-20-183-07-21**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioners Court**, hereinafter called the "**Owner**", and **SAMES, Inc.,** Professional **Engineers** of McAllen, Texas, hereinafter called the "**Engineer**".

**WITNESSETH:**

**WHEREAS**, the **Owner** desires to contract with the **Engineer** to provide professional civil engineering services for: **"Construction of Hidalgo County Health Department Testing/Bio-Safety Laboratory"** located within **Hidalgo County,** hereinafter referred to as the ("**Services**").

**WHEREAS**, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

**WHEREAS**, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested Statements of Qualifications (SOQ's) from professional engineers to assist the **Owner** by providing the Services;

**WHEREAS,** from which "Professional Engineer" has been selected from the "Pool" of pre-qualified engineering firms from the responses to such Request for Qualifications (RFQ), and;

**WHEREAS**, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County, in accordance to **Exhibit "A-1"** Request for Qualifications (RFQ) Procurement Packet.

**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 **Services** 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 **Services** with the following:

**2.1 Scope of Work**. The **Owner** will furnish items and provide those services for the development of the **Services** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be provided by the Owner***, attached hereto and made a part of this Agreement. The Engineer shall furnish the Services as identified in **EXHIBIT "B"**, attached hereto and made a part of this agreement.

**2.2 Classification of Services** For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto.

**2.3 Schedule of Work**. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule"**) in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

**2.4 Non-Exclusive Services of Engineer** Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

**ARTICLE 3. Period of Service**. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

**3.1 Termination Date**. This Agreement shall be for a period of **te (1) year,** commencing, **July 21, 2020,** expiring, **July 20, 2021** (hereinafter referred to as the ("**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

**3.2 Extension of the Termination Date**. The **Engineer** shall notify the **Owner** in writing as soon as

possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

**3.3 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

**3.4 Termination of Agreement**. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **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) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not

corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

**ARTICLE 4. Progress and Coordination**. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and

necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

**ARTICLE 5. Compensation and Fees.** For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

**5.1** ***Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D"**-

**Engineer Contract Rates**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

**5.2** ***Special Services***. Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

I. **RESIDENT OR SITE ENGINEER, INSPECTOR**. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL**. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

**ARTICLE 6. Method of Payment.**

**6.1** **Requests for Payment**. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for

approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. 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.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

**6.2 Final Payment**. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1, hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay**. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost,

performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

**6.4** No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

**6.5** The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

**6.6** **Waiver**. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

**ARTICLE 7.** **Work Authorization**. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the

**Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

**ARTICLE 8. Supplemental Agreements**. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

**ARTICLE 9. Additional Work**. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing,

In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

**ARTICLE 10. Changes or Revisions in Work**. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

**10.1 Preliminary Work.** The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

**10.2 Previously Approved or Satisfactorily Completed Work.** If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

**10.3 Project Delays**. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

**10.4 Reduction of Project Cost**. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of

the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

**ARTICLE 11. Ownership and Release of Documents**.

**11.1 Ownership of Documents**. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

**11.2 Release of Documents or Information**. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

**ARTICLE 12. Discounts, Rebates, Refunds**. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to

the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

**ARTICLE 13. Records, Accounting, Inspection**. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

**ARTICLE 14. Subcontracting and Assignment**. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

**ARTICLE 15. Patents**. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned

by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

**ARTICLE 16. Confidential Information, Inventions and Other Restrictions**.

**16.1 Confidential Information**. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

**16.2 Inventions**. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall

take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

**16.3** The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

**ARTICLE 17. Engineer's Seal, Responsibility and Warranties**.

**17.1 Engineer's Seal**. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

**17.2 Engineer's Responsibility**. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

**17.3 Warranties.**

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's**

best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E")** are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a

**Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

**ARTICLE 18. Engineer's Resources**. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

**18.1 Project Manager.** The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

**18.2 Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

**18.3 Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide

consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

**ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the Engineer and its agents, partners, subcontractors, and consultants (collectively "Indemnitors") shall and do agree to indemnify, and hold harmless the Owner, the Owner's respective directors, elected officials, employees and agents (collectively "Indemnitors") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the Engineer's services through activities of the Engineer, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the Engineer or of any person employed or contracted by the Engineer provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer may be legally liable. The Engineer shall also save harmless the Owner from any and all expense, including but not limited to, attorney fees which may be incurred by the Owner in litigation or otherwise resisting said claim or liabilities which may be imposed on the Owner as a result of such activities by the Engineer, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the Engineer shall not be responsible for any portion of the liability proximately caused by the Owner's negligence.**

**ARTICLE 20. Joint and Several Liability**. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

**ARTICLE 21. Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Workers Compensation or Occupational Disease laws under the Texas Workers Compensation Law **("Statutory Texas")**

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

**ARTICLE 22. Compliance with Laws**. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, workers compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

**ARTICLE 23. Non-Collusion**. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE 24. Gratuities**. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

**ARTICLE 25. Payment of Franchise Tax**. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

**ARTICLE 26. Disputes**. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

**ARTICLE 27. Severability**. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 28. Notices**. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

**OWNER:**
**Hidalgo County**

**ENGINEER**:

Attn: County Judge
100 E. Cano, 2nd, Floor
Edinburg, Texas 78539

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

**ARTICLE 29. Miscellaneous Provisions.**

**(a)** This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

**(b)** Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

**(c)** No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

**(d)** No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

**(e)** All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

**(f)** The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

**(g)** The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

**(h)** This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

**ARTICLE 30. Signatory Warranty** The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

**ARTICLE 31. Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**ARTICLE 32. 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.

**ARTICLE 33. 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.

**ARTICLE 34. 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.

**ARTICLE 35. 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.

# SIGNATURE PAGE TO FOLLOW

**WITNESS WHEREOF,** the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2020.**

**ENGINEER:**

**BY:**_____

**OWNER:**
**HIDALGO COUNTY**

**BY**:_____
Richard F. Cortez, County Judge

**ATTEST:**

**BY:**_____
Arturo Guajardo, Jr., County Clerk

*Approved by Commissioner's Court on _____, 2020.*

**APPROVED AS TO FORM:**
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

**BY:**_____
Robert Viña, III, Assistant District Attorney

**ATTACHMENTS:**

| | |
|---|---|
| **EXHIBIT A1** | -RFQ Procurement Packet |
| **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 Rates |
| **EXHIBIT E** | -Sample Work Authorization Form |
| **EXHIBIT F** | -Sample Supplemental Agreement Form |
| **EXHIBIT G** | -Certificate of Insurance (*Hidalgo County)* |

# EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

COPY

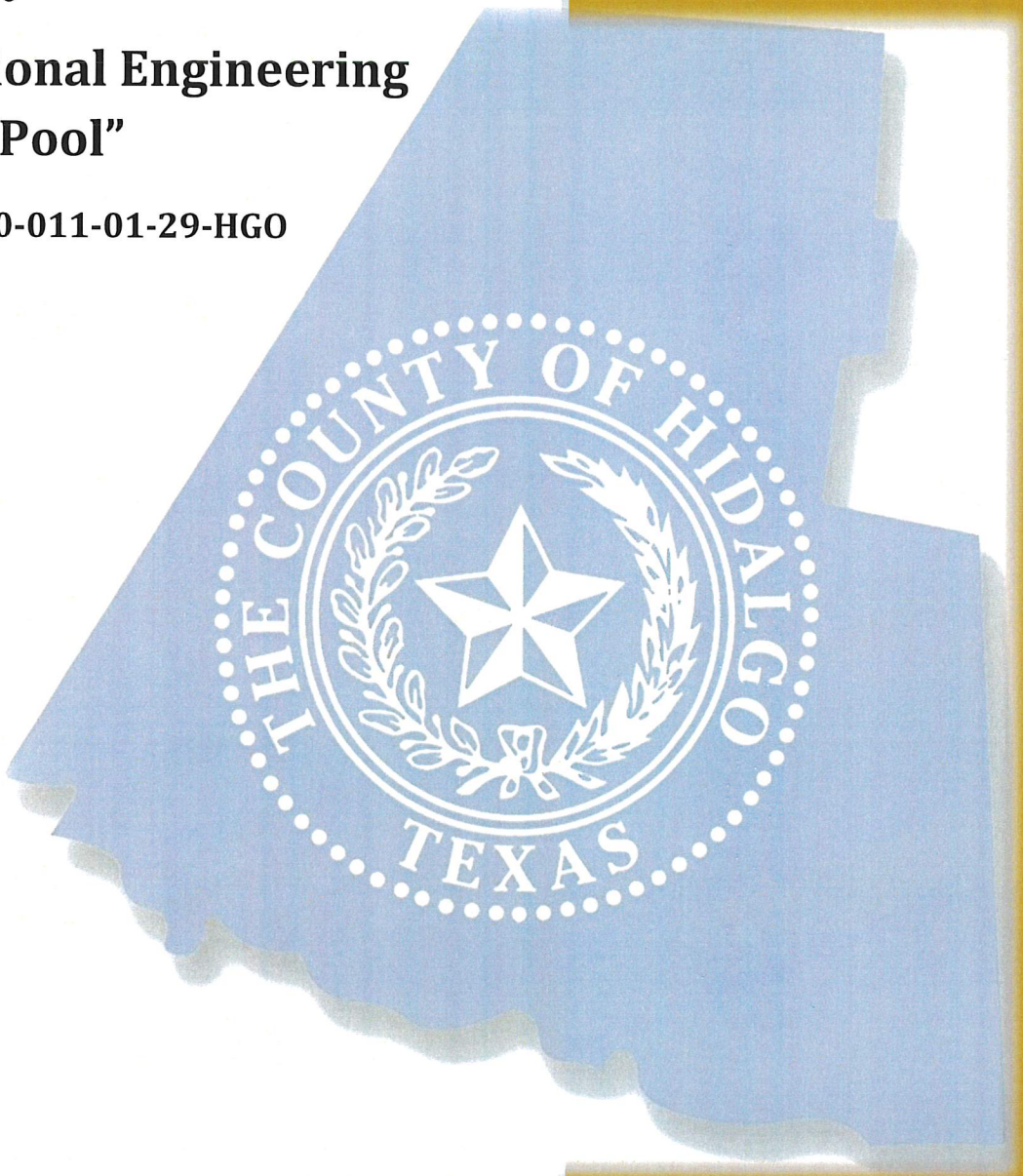
# HIDALGO COUNTY

**(including all funding sources, programs and entities)**

**Request for Qualifications**

# "Professional Engineering Services Pool"

**RFQ No. 2020-011-01-29-HGO**




*Submitted by:*

SAMES
SAM ENGINEERING & SURVEYING

*Date of Submittal: January 29, 2020 @ 9:30 a.m.*

**SAM Engineering and Surveying**

SAMES
SAM ENGINEERING & SURVEYING

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 South 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

January 29, 2020

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2808 S. Business Hwy 281 – Administration Bldg.
Edinburg, Texas 78539

**Re: RFQ No. 2020-011-01-29-HGO Professional Engineering Services Pool**

Greetings Ms. Salazar,

SAMES, Inc. (SAMES) is very pleased to present our statement of qualifications for Engineering Services to the County of Hidalgo (County). Through this submittal, it is our goal to demonstrate: our team capabilities, our eagerness to assist the County with these services, and how our team approach is best suited to meet your Engineering needs.

Please find included within this response, our firm qualifications, a summary of our team experience and capabilities, and project related references. The SAMES team has extensive experience relevant to this opportunity including the design, surveying, and project management of numerous federal, state, and locally funded projects. We approach every project with a team philosophy and the full commitment of our professional staff to ensure the complete satisfaction of our clients. We are confident and committed in our ability to perform this work in a professional, timely and cost-effective manner.

You have my personal commitment that your projects will be staffed with experienced professionals and that no effort will be spared to ensure they move toward successful completion. We appreciate your consideration of our statement of qualifications and for the opportunity to offer our services to the County of Hidalgo. As one of the two contractual binding officers, you may contact me directly to my cell, 956.451.5826 with any questions or if you would like to discuss our professional capabilities in greater detail.

Respectfully,

Saul D. Maldonado, PE, SIT
Principal
saul@samengineering-surveying.com

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SAMES
SAM ENGINEERING & SURVEYING

## Section 1

# UNDERSTANDING OF THE PROJECT

THE COUNTY OF HIDALGO
TEXAS

## Understanding of the Project

SAMES is extremely interested in providing Hidalgo County with Professional Engineering Services tailored to the needs of the County and community. Considering the nature of this requirement and the experience that the SAMES team has working with the County, its administration and its various agencies, we foresee a successful and fitting collaboration for both parties.

Hidalgo County's efforts to identify qualified firms to provide comprehensive engineering services will establish a sustainable mechanism to access needed professional resources promptly and efficiently. SAMES understands that effective engineering services encompass the planning, directing, coordinating, and control of various engineering support and construction disciplines to accomplish project goals. At SAMES consideration is given to, "attention to detail", and effective management of resources as the cornerstone of successful project development. Our project and management approach combined with our experience allows us to offer proven techniques and resources that will ensure work performed is complete, accurate, and in compliance with contract specifications. This approach will ultimately prevent rework and errors thereby minimizing production costs and maximizing quality of performance.

SAMES is proud of the accomplishments that we have fulfilled in such a relatively short period of time. Our firm's rapid expansion is mostly due to the comprehensive working knowledge and skills our professionals and support staff have acquired through extensive work experience with our local governments and communities. Through this experience, SAMES' professionals have developed an understanding of the critical issues that many of our communities face and the need for practical and cost-effective solutions. This understanding is substantiated by our extensive experience with numerous civil engineering projects that have included surveying, preliminary planning, budget analysis and cost estimates, design, preparation of plans and technical specifications, permitting, preparation of contract documents, bid procurement, and construction management.

SAMES' professionals have a long history of working as a team and together have developed the extensive design and management expertise which contributes in providing a developed systematic approach to any project. The assurance that proper planning and engineering criteria are identified and implemented at the start of the project will ultimately provide the capability for the most cost-efficient systems. This approach is especially practical and essential when working with projects funded through state and federal program grants and loans. Preliminary planning, budget analysis, and stringent documentation is often required and must be approved before design and construction can take place.

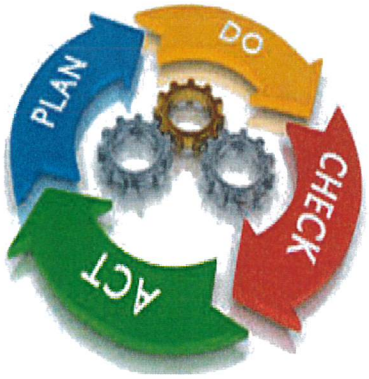
The SAMES team has the suitable knowledge of important elements required for any engineering project including the necessary thorough understanding of the following items:

- ***Water distribution and sanitary sewer collection systems***
- ***Storm sewer / drainage improvements***
- ***Environmental studies***
- ***Pre-design, schematics***
- ***Preparation of final plans and bidding documents***
- ***Construction administration***
- ***Observation of construction in the field***
- ***Hydrologic / Hydraulic Analysis***
- ***Roadway and small Bridge Engineering and Construction***
- ***Federal, State & County-funded programs criteria and requirements***

## Project Coordination

Our technical systematic approach for the project includes the following:

1. **Site Surveying Data Collection**
    a. Topographic Survey
    b. Research right-of-way and property line information
    c. Establish on-site vertical and horizontal control for design and construction use
2. **Planning and Preliminary Design**
    a. Coordination with Planning Staff
    b. Environmental Coordination
    c. Geo-Technical Testing Coordination
    d. Schematic Design
3. **Engineering and Design**
    a. Location Map
    b. Existing Plan Sheets
    c. Proposed Plan & Profile Sheets
    d. Hydraulic Data / Calculation
    e. Traffic Control Plans
    f. Detail Sheets
    g. Specifications Book




4. **Permitting**
    a. All required Permits (HCDD #1, HCID, TxDOT, etc.)
5. **Construction Phase Services**
    a. Staking and Control for installation of utilities, drainage systems and roadways
    b. Coordinate and conduct all field testing and inspections (interim and final)
    c. Quality Control Oversight
    d. Submittal / Invoice Reviews
5. **Project Close-out**
    a. Close-out Documentation
    b. Final walk-through and provide punch list
    c. Electronic AutoCAD As-Built drawing files

## Cost Estimating Method

Our cost estimating methods vary from project to project. SAMES establishes concrete estimates for our projects utilizing various techniques. We factor in information collected through experience on previous projects, related materials, geographic region and scope of work. Once these tasks are defined and quantities representing the project are assessed, a unit cost is assigned to each and then a total cost estimate can be determined. Project estimation is completed at each submittal to ensure project stays within budget.




## Methodology

Engineering, surveying, and construction projects receive equally dedicated effort and attention from our professional staff. Our approach is to first listen to the clients' needs, then match them with budgetary constraints and Board direction to ensure the client's goals are met.

SAMES' project approach as an overall Management Policy is to fully engulf our staff in our projects, always keeping the client's goal in mind, and thus allowing us to view and make decisions from the client's understanding and perspective. Implementing this approach with the County's project will allow us to satisfy Hidalgo County's needs, unconditionally.

## Federal/State/Local Regulations & Policies

SAMES intends to approach local, state, and federal regulations and policies for respective Hidalgo County engineering projects through an intricate understanding of current legislation that directly affects infrastructure development. SAMES will work to identify specific needs, permits, and requirements of the local, state, and federal government at the onset of a project. This approach will allow us to identify necessary requirements that commonly cause delays and pitfalls in project development and schedules. The extensive innovative capabilities of the firm are further highlighted by its involvement with critical federal and state issues and projects

## Familiarity with Applicable Rules and Regulations

SAMES professionals have performed work for every level of government: cities, school districts, counties, state and federal agencies. This government experience furnished us with an in-depth knowledge of various applicable rules and regulations utilized by the government, many of which were established to control government funding. SAMES professionals are familiar with the government's grant and funding process having completed numerous projects that called for grant application preparation and funding compliance. SAMES also has an intricate understanding of the permit process required by state and federal agencies pertinent to the completion of project documents and construction improvements.

The SAMES team is adept at identifying critical issues and devising suitable solutions within tight schedules. Our portfolio of professional engineering, surveying and construction management experience is represented by our core discipline of infrastructure development. From major land development projects encompassing streets and drainage, water and wastewater, to facility design and construction, SAMES has the experience and innovation to provide the highest quality of professional engineering services to our clients. Experience, innovative technical skills, and a proactive approach in determining our client's needs will offer a unique advantage to Hidalgo County to enhance its public service infrastructure.

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## Section 2

# FIRM QUALIFICATIONS

THE COUNTY OF HIDALGO
TEXAS

SAMES was incorporated in July 2008 in order to provide quality engineering, surveying, and construction management services to entities throughout the state of Texas. We are an SBA 8(a), HUBZone certified firm with State of Texas HUB and DBE certifications.

SAMES professional staff consists of:

| | |
|---|---|
| 3 | State of Texas Licensed Engineers |
| 2 | Registered Assistants in Training (Engineer/Surveyor in Training) |
| 1 | Project Management Professional (PMP) |
| 1 | State of Texas Registered Professional Land Surveyor (RPLS) |

## Project Team Qualifications

Hidalgo County needs a firm that has the capabilities, resources, and professional knowledge to provide turnkey professional services. SAMES has assembled a specialized project team to provide quality professional engineering, surveying, and construction management services. The project team will be led by our two (2) highly qualified firm principals, Sam D. Maldonado, PE, RPLS and Saul D. Maldonado, PE, SIT. Sam Maldonado has over 19 years of experience in Civil Engineering and Construction Management and over 11 years of experience in Professional Land Surveying with a broad range of projects completed. Saul Maldonado has over 16 years of experience in Civil Engineering and Construction Management. He is registered as a Surveyor in Training and provides our surveying department with invaluable support and direction.

Sam and Saul receive design and project management support from SAMES' Director of Professional Services, Jessica M. Maldonado, PE, PMP, and her assistant, Ricardo Leal, EIT. Jessica Maldonado has over 14 years of experience in civil engineering and project management. Much of her experience has been obtained while managing over 15 projects funded by the Texas General Land Office. Her experience ensuring compliance on these state funded projects while adhering to a strict timeline and budget, has made her especially qualified to work with state and federal grant programs. Ricardo Leal is an Engineer-in-Training with over 7 years of experience in planning, engineering design and project management. His diverse experience ranges from subdivision development and roadway design, to construction engineering inspections and water treatment plant maintenance. Mr. Leal is an integral part of the SAMES professional team and together with our professionals, will facilitate the planning, design and construction of any Hidalgo County project.

As a direct result of our firm's qualifications and the responsiveness of our principals and key personnel, we have completed numerous government funded projects. The projects noted below are just a few examples of the contracts we have completed to-date.

- **Texas General Land Office & Hidalgo County Urban County Program** Professional Engineering Services for 2015 Floods Grant Alamo and Edinburg Area Storm Water Relief Project, Phase II and Phase III
- **Texas General Land Office** (formerly TDRA and ORCA) Hurricane Relief Funding Projects (8 local municipalities).
- **Hidalgo County Drainage District #1** 2018 Bond Referendum Project No. 12 FM 493 & County Road for Hidalgo County Pct. #1
- **Hidalgo County Drainage District #1** 2018 Bond Referendum Project Hidalgo Drain Project Area 13 for Hidalgo County Pct. #1

- **Hidalgo County** Engineering design and Construction management services for Hidalgo County Border Colonia Access Program 3rd Call.
- **Starr County** Engineering design and Construction management services for the Starr County Border Colonia Access Program 3rd Call.
- **Hidalgo County Housing Authority** Hacienda de San Miguel – Surveying Services, Land Development, Civil Engineering, and Geotechnical Services.
- **Pharr Housing Authority** District Wide Capital Needs Assessment; Design and Management of Fencing, Roof Repairs and Replacement.
- **City of Edinburg** 2018 Bond Project Schunior Road Regional Detention Pond Facility
- **City of McAllen** Professional Engineering Design of Public Drainage Improvements at Blueline & Hibiscus and Gardenia & 12th.
- **City of Donna – Planning & Zoning Division** Professional Design and Engineering Services for Hidalgo County Metropolitan Planning Organization – Transportation Alternatives (TA) Program Sidewalk and ADA Ramps
- **USDA APHIS** Construction Inspection Contractor Services for Tick Radio Shelter Installations
- **Kleberg County** 2013 Texas CDBG Water and Sewer Improvements Project
- **Duval County** 2011 Texas CDBG Waterline and Sanitary Sewer Improvements Project
- **Agua Special Utility District** Texas CDBG Water Collection System Improvements – Palmview & Sullivan City, Texas

Additionally, SAMES self-performs any surveying that is required on our projects. Through Sam Maldonado, our Registered Professional Land Surveyor, SAMES has developed relationships with entities such as the Brownsville Port of Entry, AT&T, American Electric Power (AEP), and Spectrum Communications (formerly Time Warner Cable) for general coordination while providing surveying and engineering support services.



## Relevant Projects

SAMES will offer Hidalgo County access to a wealth of resources, qualified staff, and technical experts in the local geographical area to complete the respective assignments and other logistical tasks required for engineering and other professional support projects. The following projects denote *SAMES* key representative experience with respect to scope of service areas in: *(1) Roadway, Bridge and General Design and Construction; (2) Federal, State, and County-Funded Construction Projects; and (3) Solid Waste Related Projects.*

### TxGLO 2015 FLOODS GRANT – ALAMO AND EDINBURG AREA STORMWATER RELIEF

| | |
|---|---|
| Contract Year: | 2018 |
| Project Amount: | $2.7M (est.) |
| Funding Source: | **Hidalgo County Urban County Program** |
| Client: | Hidalgo County UCP<br>Diana R. Serna, Executive Director<br>427 E. Duranta Avenue, Suite 107<br>Alamo, Texas 78516<br>(956) 787-8127 |
| Key Staff assigned: | Jessica Maldonado, PE, PMP<br>Ricardo Leal, EIT<br>Samuel D. Maldonado, PE, RPLS |



This project included design and installation of a storm sewer system capable of alleviating the impact of major storm events in the designated project area. The project area consists of 13 recorded subdivisions

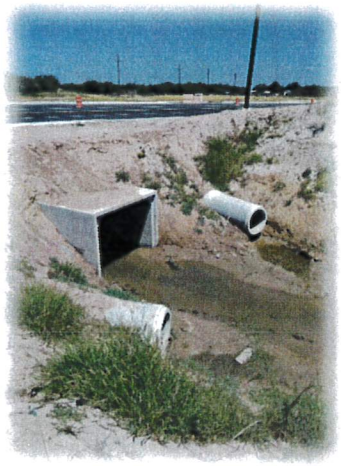
prone to flooding: San Marcos Acres, San Marcos Acres No. 3, Alamo Estates, Alamo Estates No. 2, Herencia Manor Subdivision, North Alamo Terrace Subdivision, Kaylen Heights, Chris Estates, Alberta Meadows, Alberta Meadows Unit No. 2, Hopewell Gardens, Dan Burns Estates and Trenton Oaks. The new storm sewer collection system included drainage swales, roadside ditches, inlets, and pipe networks that will ultimately outfall at existing and proposed drainage ditches owned by Hidalgo County Drainage District #1. Additionally, road re-construction was required to drain subdivisions. These key infrastructure improvements should minimize the extent of flooding in the project area by ensuring positive drainage. This project also included subsidiary work required for the improvements, including temporary erosion control devices and traffic control for the duration of the project. SAMES provided project planning, surveying, civil engineering design, preparation of bidding documents, bidding and award phase services, and basic services during construction.

Our project responsibilities and capabilities were as follows:

- Site visits and Planning
- Topographical surveying
- Preliminary Design and Schematics
- Budget Analysis and Scheduling
- Plan and Specifications preparation
- Bid Packet Preparation and Bid Procurement
- Construction Administration
- Permit Acquisition
- Monthly Update Meetings with Client
- Project Close-Out

## 2018 BOND PROJECT SCHUNIOR ROAD REGIONAL DETENTION POND

Contract Date: 2018
Project Amount: $2.5M (est.)
Funding Source: **City of Edinburg Bonds**
Client: City of Edinburg Engineering Dept.
Mardoqueo Hinojosa, PE, City Engineer
415 W. University Drive
Edinburg, Texas 78540
(956) 388-8204
Key Staff assigned: Jessica Maldonado, PE, PMP
Ricardo Leal, EIT
Samuel D. Maldonado, PE, RPLS



This project consisted of planning, surveying, hydraulic analysis and hydrology design, preparation of plans, specifications and cost estimates for the purpose of bid procurement, bidding and award phase services as well as construction administration services. During the preliminary phase of the contract SAMES prepared and submitted a detailed study (of appx. 900 acres) to design a lateral detention system or upgrade the existing facilities. During the design phase SAMES finalized the hydrologic and hydraulics engineering for design requirements including modeling of system utilities. Model included conveyance design of 10 and 25-year options while detention volume included 25 and 50-year options.

Our project responsibilities and capabilities were as follows:

- Site visits and Planning
- Topographical surveying
- Preliminary Design and Schematics
- Budget Analysis and Scheduling
- Plan and Specifications preparation
- Bid Packet Preparation and Bid Procurement
- Construction Administration
- Construction Inspection
- Permit Acquisition
- Monthly Update Meetings with Client
- Project Close-Out

## CITY OF PALMVIEW 2013 STREET IMPROVEMENTS PROJECT – LA HOMA ROAD REALIGNMENT AND BRIDGE PROJECT

Contract Date: 2014
Project Amount: $619K
Funding Source: **Hidalgo County Urban County Program**
Client: Hidalgo County Urban County Program
P.R. Avila, Assistant Director
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516
(956) 787-8127
Key Staff Assigned: Saul D. Maldonado, PE, SIT
Jessica M. Maldonado, PE
Samuel D. Maldonado, PE, RPLS





La Homa Road is a two-lane suburban road that ended at the Hidalgo County Irrigation Canal. SAMES was selected to design the roadway improvements and new bridge structure over the irrigation canal. The project consisted of crossing the Irrigation Canal with a bridge structure and realigning the road to the existing intersection at Business HWY 83. The project also required TXDOT approval and coordination with the local utility districts.

SAMES provided preliminary engineering and construction estimates at the beginning of the project for funding approval from UCP. We also provided design alternatives and layouts to the owner in order to incorporate requirements from the irrigation district, TXDOT, and to meet the construction budget. The 0.25-mile section of road was originally designed for a 30-mph speed limit with minimal traffic. However, the realignment of the road created a new intersection with BUS HWY 83 which had much higher traffic counts. We provided hydraulic design for the drainage facilities, structural design for the bridge over the irrigation canal and roadway design for the realignment. The bridge consisted of two pier row structures with prestressed girders and an 8-inch reinforced concrete slab. The project also included surveying, right-of-way mapping, striping, utility relocations and coordination with all owners/interested parties. The Storm Sewer system required both a gravity collection system and a pumping system to move water over the irrigation canal and into the ultimate outfall (US BUS HWY 83). We performed both hydraulic modeling and hydraulic modeling to ensure storm runoff design. The design considerations included the effects of the above ground irrigation canal on runoff basin areas and collecting this additional runoff in the storm sewer system. The Bridge design included scour analysis of the canal flow over the bridge, and evaluation of the above-ground earthen berm (levees) in the area of the new roadway extension (new road cross section over the irrigation canal). SAMES, completed final plans, specification, and estimates were submitted for approval and construction in July 2018 and the project construction was completed in early 2019.

Our project responsibilities and capabilities were as follows:

- Site visits and Planning
- Topographical surveying
- Geotechnical Study for sub-surface soil conditions
- Preliminary Design and Schematics
- Permit Acquisition (TxDOT Utility Installation Permit)
- Hydrologic Study (Rainfall Volume & Storm Intensity correlating to the design frequency)
- Hydraulic Design (Design of storm drain facilities & alternative designs for bidding flexibility)
- Budget Analysis
- Scheduling
- Plan and Specifications preparation
- Bid Packet Preparation and Bid Procurement
- Construction Administration and Construction Management

## PHARR HOUSING AUTHORITY CAPITAL NEEDS ASSESSMENT

Contract Date: 2018
Project Amount: $123,500
Funding Source: **U.S. Department of HUD**
Client: Pharr Housing Authority (PHA)
Noel De Leon, Executive Director
104 W. Polk Avenue
Pharr, Texas 78577
(956) 783-1316
Key Staff Assigned: Saul D. Maldonado, PE, SIT
Ricardo Leal, EIT

This project consisted of a 20-year Capital Needs Assessment for all existing PHA facilities including residences, offices, amenities and other buildings for a total of 246 units. Performed IAW HUD CAN E tool (as mandated by U.S. HUD regulations). Physical evaluation consisted of site and building systems, health and safety conditions, physical and structural conditions, environmental & accessibility conditions. Cost estimates accounted for all repairs, replacements and improvements needed. Final CNA report included executive summary, project specific information, building and site information, dwelling unit inspection information, capital needs scope of work, overall assessment narrative, and 20-year capital expenditures report.

Our project responsibilities and capabilities were as follows:

- Site visits and Planning
- Topographical surveying
- Budget Analysis and Cost Estimates
- Environmental Assessments

## AGUA S.U.D. FM 492 WATER TREATMENT PLANT IMPROVEMENTS PROJECT

Contract Date: 2012
Construction Cost: $798,294
Funding Source: **Agua Special Utility District**
Client: Agua Special Utility District
Frank Flores, Former General Manager
3120 N. Abram Rd
Palmview, Texas 78572
(956) 522-5932 mobile
Key Staff Assigned: Saul D. Maldonado, PE, SIT



This project consisted of much needed repairs to the existing water treatment plant (WTP) located at the intersection of FM 492 (Goodwin Road) and 2 Mile Line Road in Palmview, Texas. The 4 MGD WTP consisted of two (2) different treatment trains both of which required critical operation repairs to comply with TCEQ standards and the current ACR. Repairs specifically consisted of (1) design for installation of new tube settlers for both the north and south treatment train and (2) design for installation of new Trac-Vac Sludge Collector System for both the north and south treatment train. Project responsibilities included planning, design, bid procurement, preparation of the plans, specifications and estimates (PS&E) package, permit acquisition, construction management and project close out.

Our project responsibilities and capabilities were as follows:

- Site visits and Planning
- Preliminary Design and Schematics
- Budget Analysis and Scheduling
- Bid Packet Preparation and Bid Procurement
- Permit Acquisition
- Construction Management

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## Section 3

# PERSONNEL AND STAFFING

THE COUNTY OF HIDALGO
TEXAS

## Project Team Overview

Our firm understands that to succeed in today's increasingly competitive market, we must not only focus on highly trained staff and maintain the latest in computer technology and engineering principles to serve our clients, but also work continuously to improve the processes for achieving quality work. Our principals ensure the quality of our work and performance by participating in the firm's daily operation and stressing the importance of meeting client expectations.

Our team's experience and knowledge will help facilitate a successful project implementation for the County of Hidalgo. Below, please find a brief overview of the SAMES' project team. An organizational chart followed by full resumes of our Professionals can be found in the Appendix section of this statement of qualifications.

***Saul D. Maldonado, PE, SIT, Project Manager (Roadway, Bridge)*** is a Licensed Professional Engineer, a certified Surveyor-in-Training and experienced Construction Manager. Mr. Maldonado has managed the design and construction of Sanitary Sewer Collection Systems, Road Improvements, Water Distribution Systems, Subdivision Development, as well as Storm Runoff Collection Systems. Mr. Maldonado offers a unique understanding and knowledge of general engineering inspection strategies and provisions related to assessment, information gathering, and alternative analysis for infrastructure development projects. He is highly proficient in the permitting requirements for TxDOT, TCEQ, Texas Department of Licensing and Regulations and U.S. Army Corps of Engineers. His management experience includes leading both professional and technical staff including a team of up to 10 construction inspectors. His experience includes design and management of federal, state, county, city and school district projects.

***Samuel D. Maldonado, PE, RPLS, Project Manager (General Design, Solid Waste Related projects)****:* is a Licensed Professional Engineer, a Registered Professional Land Surveyor and experienced Construction Manager. He has managed the design and construction of Capital Improvements, Infrastructure Projects, Municipal Sanitary Sewer Collection Systems, Water Distribution Systems, Road Improvements, Drainage Systems, and vertical construction projects such as buildings, cold storages and warehouse. Mr. Maldonado spearheads all our surveying projects and has developed relationships with entities such as AT&T, American Electric Power and Spectrum Communications for general coordination while providing surveying and engineering support services. Mr. Maldonado's experience includes design and management of federal, state, county, city and school district projects.

***Jessica M. Maldonado, PE, PMP, Project Manager (Federal, State and County funded projects)****:* is a Licensed Professional Engineer and certified Project Management Professional with over 14 years of experience in the design and construction management of government funded projects. Mrs. Maldonado provides Construction Management and Administration of numerous projects while overseeing the Professional Services Department at SAMES. She is proficient in contract administration having completed multiple government funded infrastructure improvement projects. She is fully involved with agency standards and funding compliance requirements. During her career Mrs. Maldonado has coordinated and managed the reporting, progress submittals and funding compliance requirements of over 15 disaster recovery related projects funded by the Texas General Land Office.

***Ricardo Leal, EIT, Project Manager / Design Support:*** is a certified Engineer–in-Training with experience in Civil Engineering Design and Management as well as Field Operations and Execution. Mr. Leal provides engineering design support for sanitary sewer collection systems, storm drainage facilities and civil improvements as well as the design and management of water distribution systems. His experience working with the County and local government has allowed him to become well versed in the design standards and regulations at the municipal and state levels.

## Key Personnel Utilization

SAMES project and workload distribution amongst our professional staff allows the firm to take on new projects without sacrificing productivity and quality of work. The table below indicates the estimated time devoted by each of the project team members for this project.

| Team Member | This Project's Assignment | Time Commitment |
|---|---|---|
| Saul D. Maldonado, PE, SIT | Project Manager | 20% |
| Samuel D. Maldonado, PE, RPLS | Project Manager/Surveyor | 5% |
| Jessica M. Maldonado, PE, PMP | Project Manager - QA/QC | 70% |
| Ricardo Leal, EIT | Project Engineer | 75% |
| Arlett Rodriguez | Assistant Project Engineer | 100% |
| Everardo Suarez | Assistant Project Engineer | 100% |

## Résumés

Please find the enclosed resumes for:

- ⇒ *Mr. Samuel D. Maldonado, P.E., R.P.L.S., Principal*
- ⇒ *Mr. Saul D. Maldonado, P.E., S.I.T., Principal*
- ⇒ *Mrs. Jessica M. Maldonado, P.E., P.M.P., Director of Professional Services*
- ⇒ *Mr. Ricardo Leal, E.I.T., Project Engineer*
- ⇒ *Ms. Arlett Rodriguez, Assistant Project Engineer*
- ⇒ *Mr. Everardo Suarez, Assistant Project Engineer*

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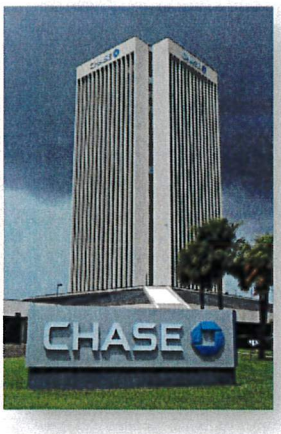
Section 4

# REQUIRED CERTIFICATIONS AND SUBMITTALS

THE COUNTY OF HIDALGO
TEXAS

## Firm Information

**SAMES**, Inc. (SAM Engineering and Surveying)
The CHASE Tower
200 South 10th Street, Suite 1500
McAllen, Texas 78501
P: 956.702.8880 F: 956.702.8883
Primary POC: Samuel D. Maldonado
sam@samengineering-surveying.com
Secondary POC: Saul D. Maldonado
saul@samengineering-surveying.com




## Firm Certifications

SAMES maintains an up to date registration with the Texas Board of Professional Engineers (Registration No. F-10602) for all our licensed Professional Engineers, and for the Firm; as well as with the Texas Board of Professional Land Surveyors (Registration No. 101416-00), for Samuel D. Maldonado and the Firm. We carry Professional Liability Insurance in the amount of $3,000,000, Commercial General Liability, Workers Compensation, and meet all County/State Insurance requirements. A certificate of insurance is included in the Appendix section of this SOQ for further review.

## Socio-economic Certifications

- SBA 8(a) Certified
  - Subchapter S Corporation
  - SBA Certified 8(a) Program Participant
  - SBA 8(a)Entrance Date: 07/26/2013
  - SBA 8(a) Exit Date: 07/26/2022
- Federal HUBZone: 54823
- Texas HUB: 59680
- Disadvantaged Business: VN 23559
- Small Disadvantaged Business
- Minority Disadvantaged Business

## SAM.gov Registration

SAMES is registered and active in the federal government's System for Award Management (SAM). A copy of the SAM.gov "search results" is included in the Appendix section of this statement of qualifications.

## Affirmative Action Program

SAMES complies with all applicable laws regarding Affirmative Action and Equal Employment Opportunity in all its activities, programs, and/or employment practices and does not discriminate against anyone due to age, creed, color, disability, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, or status as disabled or Vietnam-era veteran.

## Familiarity with the Geographical Area

The SAMES office is located in McAllen, Texas and directly serves Hidalgo County and its surrounding area with professional support services "close to home". SAMES intimately understands the local geographical area and can identify with its people, appreciate its resources, and meet its needs. The ability of a professional services firm to comprehend the demographic and geographic distinction of the area provides added value to its clients and to its professional endeavors. As such, SAMES will be able to adequately access the area's existing resources, identify any problems in a timely manner, and recommend opportune solutions. As projects and deliverables are identified and executed, staff will be available at the SAMES McAllen office to provide adequate accessibility, communication, and availability to Hidalgo County.

## Additional Services

SAMES proposes to provide engineering solutions that are sensitive to the needs of a project. Respective services identified in the RFQ and provided by SAMES include:

- *Route and Design Studies*
- *Social, Economic, Environmental Studies, and Public Involvement*
- *Right of Way Acquisition Services (Maps and Data)*
- *Subsurface Utility Engineering*
- *Pre-Design (Plans, Specifications, & Estimates)*
- *Surveying*
- *Roadway Design*
- *Drainage Design*
- *Solid Waste*
- *Signing, Marking, and Signalization*
- *Traffic Control Plans*
- *Bridge Design*
- *Plans and Specifications*
- *Bid Preparation*
- *Building Design*
- *Plans, Drawings, and Specifications*
- *Bid Package Preparation*
- *Construction Contract Management*
- *Design for New Construction*
- *Design for Alternations/Renovations*
- *Needs Assessment*
- *ADA Compliance*
- *Code Analysis*
- *Cost Estimating*
- *Soil/Rock and Foundation Studies*
- *Excavations and Trenches*
- *Dams and Cut or Filled Slopes*
- *Pavements*
- *Water and Waste Retention/Disposal*
- *Infrastructure / Site Development*

Other professional services offered by SAMES include: Project Development Management; Facility Analysis and Master Planning; Site Planning & Analysis; Roof design; Parking Design; and Security Design.

SAMES provides these disciplines in-house and is ready to offer its experience and commitment to Hidalgo County. Our professional's involvement in projects that include infrastructure revitalization, site-work inspection, and design among others, are proof of our capability and capacity to not only perform the work required of this project, but to deliver a professional product that exceeds expectations and conforms to local, state, and federal standards.

## Commitment – Availability to Start

Providing quality professional engineering services is of utmost importance to SAMES. As with all its business development endeavors, SAMES does not pursue a project unless it firmly believes that it can accomplish all program objectives and deliver a quality product on-time and within budget. SAMES. recognizes the aggressive time line associated with the completion of project deliverables for engineering and other related projects. As a result of the firm's flexible staffing plan, SAMES does not anticipate any problems meeting the time constraints for completion of project tasks while completing other prior committed workloads.

As such, SAMES will be able to commence services immediately upon successful negotiation of a contract for professional services with Hidalgo County.

Our **current workload** is as follows and demonstrates the ability of our team members to actively participate in the County's projects upon contract execution.

### Saul D. Maldonado, PE, SIT

Current Projects:

- ***Farmers Best Cold Storage***
  - Construction Phase – 20% Complete
- ***Crestmont Subdivision Plaza Design***
  - Design Phase – 95% Complete
- ***Crestmont Subdivision Offsite Improvements***
  - Construction Phase – 95% Complete
- ***Beckham Square Commercial Design & Development***
  - Design Phase – 95% Complete

### Samuel D. Maldonado, PE, RPLS

Current Projects:

- ***Hidalgo County Housing Authority Hacienda San Miguel***
  - Design Phase – 90% Complete
- ***Professional Engineering Services for TEDSI***
  - Surveying – 95% Complete
- ***HCDD #1 2018 Bond Referendum Project #13***
  - Design Phase – 90% Complete
- ***Cantabria Subdivision***
  - Design Phase – 85%
- ***Pantex Roads Refurbishment Project***
  - Construction Phase – 95% Complete
  - As-Built Surveying Phase – 85% Complete

### Jessica M. Maldonado, PE, PMP

Current Projects:

- ***HCDD #1 2018 Bond Referendum Project #12***
  - Design Phase – 90% Complete
- ***City of Edinburg Schunior Road Detention Pond***
  - Design Phase – 75% Complete
- ***TxGLO Drainage Improvement Project - Phase II***
  - Construction Phase – 50% Complete

### Ricardo Leal, EIT

Current Projects:

- ***Escobares CDBG Street Improvements***
  - Design Phase – 20% Complete
- ***Pharr Housing Authority***
  - Construction Phase – 90% Complete

## Arlett Rodriguez

Current Projects:

- ***HCDD #1 2018 Bond Referendum Project #12***
  - Design Phase – 90% Complete

- ***City of Edinburg Schunior Road Detention Pond***
  - Design Phase – 75% Complete
- ***TxGLO Drainage Improvement Project - Phase II***
  - Construction Phase – 50% Complete
- ***TxGLO Drainage Improvement Project - Phase III***
  - Design Phase – 100% Complete

## Everardo Suarez

Current Projects:

- ***HCDD #1 2018 Bond Referendum Project #13***
  - Design Phase – 90% Complete
- ***HCDD #1 2018 Bond Referendum Project #13- Military Crossing***
  - Construction Phase – 60% Complete

## References

Client: **Hidalgo County Urban County Program**
Tony Barco – Deputy Director
427 E. Duranta Ave, Suite 107
Alamo, Texas 78516
(956) 787-8127

Client: **City of Edinburg**
Tomas Reyna – Asst City Manager
415 W. University Drive
Edinburg, Texas 78539
(956) 388-8210

Client: **Edinburg CISD**
Robert Estrada, AIA – District Architect
411 N. 8th Ave.
Edinburg, Texas 78541
(956) 289-2300

Client: **City of Escobares**
Noel Escobar – Mayor/City Manager
4829 Old Highway 83
Escobares, Texas 78584
(956) 847-1200

Client: **City of Palmview**
Ramon Segovia – Former City Manager
400 W. Veterans Blvd.
Palmview, Texas 78572
(956) 222-5689 - mobile

Client: **Pharr Housing Authority**
Noel De Leon – Executive Director
104 W. Polk Avenue
Pharr, Texas 78577
(956) 783-1316

Client: **Starr County**
Eloy Vera – County Judge
100 N. FM 3167
Rio Grande City, Texas 78582
(956) 716-4800

Client: **Hidalgo County Housing Authority**
Mike Lopez – Executive Director
1800 N. Texas Blvd.
Weslaco, Texas 78596
(956) 968-8669

## Engineering Licenses and Certifications

TBPE
Texas Board of Professional Engineers

Licensed Professional Engineer
Number 91889
Status ACTIVE
Expires 3/31/2020

SAMUEL DAVID MALDONADO

P.E. Signature

TBPE Executive Director

THE STATE OF TEXAS

TEXAS PE LS
Board of Professional Engineers and Land Surveyors

Number: 100320
Status: ACTIVE
Expires: 9/30/2020

SAUL DANIEL MALDONADO
Texas Licensed Professional Engineer

Signature

TBPE
Texas Board of Professional Engineers

Licensed Professional Engineer
Number 111579
Status ACTIVE
Expires 3/31/2020

JESSICA MARIE MALDONADO

P.E. Signature

TBPE Executive Director

THE STATE OF TEXAS

TEXAS PE LS
Board of Professional Engineers and Land Surveyors

Number: 6027
Status: Registered
Expires: 12/31/2020

SAMUEL DAVID MALDONADO
Texas Registered Professional Land Surveyor

Signature

**Texas Board of Professional Engineers**
**CERTIFICATE OF REGISTRATION**

This acknowledges that

***Sam Engineering and Surveying, Inc.***
**DBA: SAMES**

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas.

**Registration Number**
**F-10602**

**Expiration Date**
**7/31/2020**

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# Section 5

# APPENDIX

THE COUNTY OF HIDALGO
TEXAS

Exhibit 1: Organizational Chart & Key Personnel Resumes

Exhibit 2: Certificates of Insurance

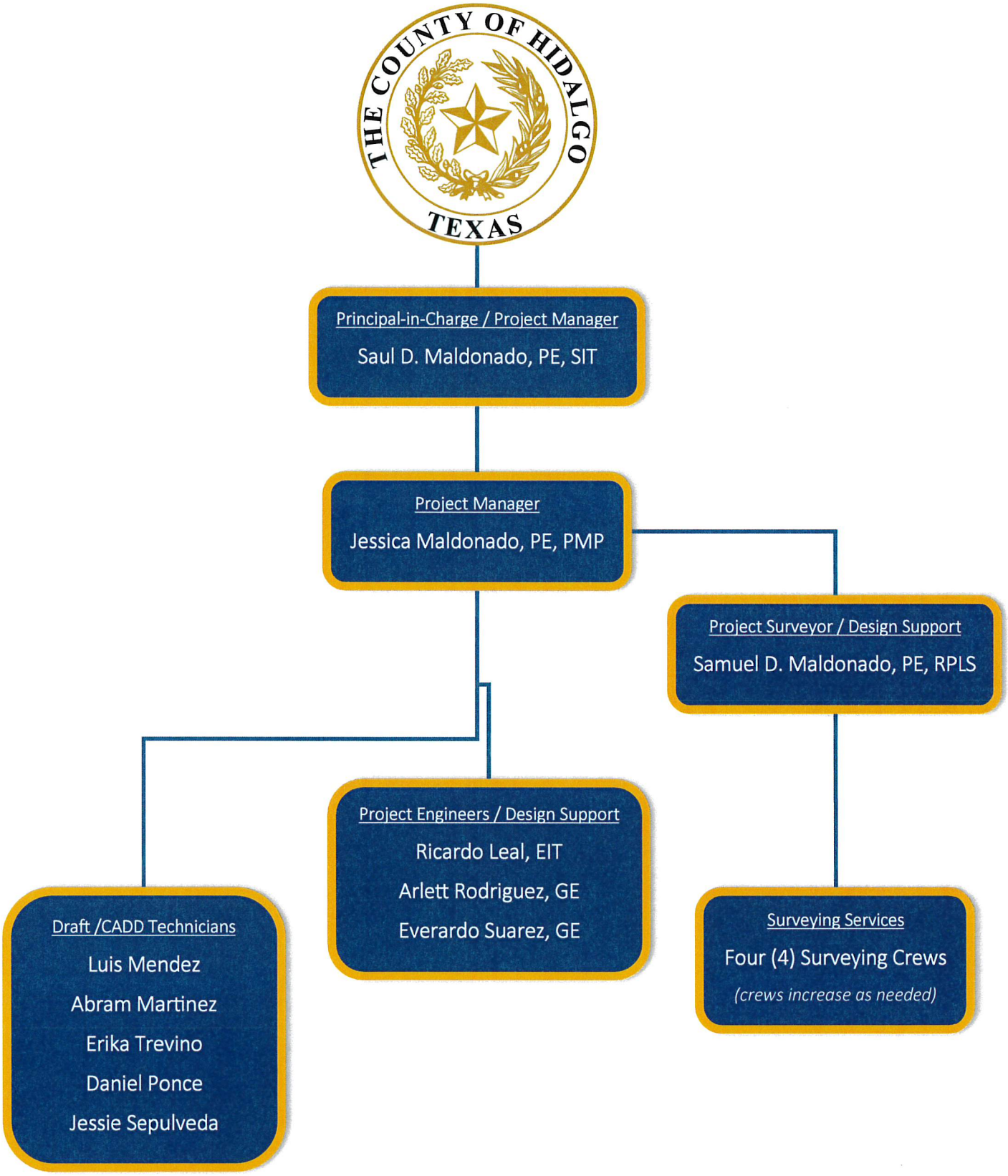
Exhibit 3: HUB & DBE Certificate

Exhibit 4: SAM.gov Proof of Registration

Exhibit 5: Hidalgo County Forms

- RFQ Submittal Check List
- Page 12 of Legal Notice
- Attachment "A" Procurement Form
- Exhibit "C" Acknowledgement Forms
- Exhibit "D" – CIQ Form (N/A for SAMES)
- Exhibit "E" – Vendor/Bidder Application - W-9 Form – HUB/DBE
- Exhibit "F" - Certification Regarding Debarment
- Exhibit "H" - Required Contract Clauses for Contracts Under Federal Award 2 – CFR 200, Appendix II & FEMA
- Exhibit "J" – Proposer's Affidavit
- Hidalgo County Addendum No. 1 – Acknowledgement

## Organizational Chart



# Saul D. Maldonado, PE, SIT

## President



### Education:

- B.S., Civil Engineering, Texas A&M University - Kingsville (2003)

### Registration:

- Professional Engineer, Texas: No. 100320
- Surveyor-in-Training, Texas: No. 110149
- Construction Quality Management Certificate – U.S. Army Corps of Engineers

**SAUL D. MALDONADO, PE, SIT** is a Licensed Professional Engineer and Certified Surveyor-In-Training with experience in design and construction of Industrial Development and Civil Engineering Projects. Mr. Maldonado has supervised the design and construction of Sanitary Sewer Collection Systems, Road Improvements, Water Distribution Systems, Subdivision Developments, as well as Storm Runoff Collection Systems. His management experience includes leading both professional and technical design staff, construction inspectors, and field superintendents. Saul's proven leadership throughout project phases has enabled SAMES to be awarded City or District Engineer for multiple local entities.

### Project Experience:

#### Trenton Road Expansion Project – McAllen, Texas

- Provided design and construction management for the 1.25-mile extension of the 5-lane roadway, including the extension and relocation of waterlines, sanitary sewer lines, and drainage systems.

#### Agua SUD - U.S. Highway 83 Relief Route Waterline Adjustment – Hidalgo County, Texas

- Provided design management for the adjustment of 11,000 LF 8" – 16" PVC waterline.
- Coordinated with multiple entities, including TxDOT, Hidalgo County Drainage District #1, and private firms to ensure design accuracy and minimize conflicts.

#### Agua SUD – Bentsen Palm Drive C.I.P. Waterline Improvement – Palmview, Texas

- Provided design management for the improvement of 7,000 LF 12" PVC waterline from Mile 1 South Road to U.S. Business Highway 83.

#### Agua SUD – La Homa Road Waterline Adjustment – Palmview, Texas

- Provided design management for the adjustment of 14,000 LF 8" – 12" PVC waterline from Veteran's Boulevard to Graham Avenue during TxDOT's La Homa Expansion Project.
- Coordinated with TxDOT to avoid any design conflicts.
- Served as the Prime Engineer who assisted with financial applications through TWDB's Clean Water and Drinking Water State Revolving Fund (SRF) and with DBE form submittals.

#### Agua SUD – DWSRF Waterline Project – Hidalgo County, Texas

- Provided design and construction management for approximately 7 miles of 12", 16", and 20" PVC water distribution mains.
- Coordinated with various Irrigation Districts, Drainage District #1, and TxDOT for aerial canal crossings, sub-surface canal crossings, and bore permits for the completion of the project.

# Samuel D. Maldonado, PE, RPLS

C.E.O



## Education:

- MBA, University of Texas – Rio Grande Valley (2017)
- B.S., Civil Engineering, Texas A&M University - Kingsville (1997)

## Registrations:

- Professional Engineer, Texas: No. 91889
- Registered Professional Land Surveyor, Texas: No. 6027

**SAMUEL D. MALDONADO, PE, RPLS, RME** is a Licensed Professional Engineer and Registered Professional Land Surveyor. His career began with over three years of experience in the design and management of Heavy Civil Construction, Bulk Materials Logistics, and Conveyor Engineering at the Corpus Christi Ship Channel. As a Professional Engineer, he has managed teams conducting both design and construction projects of Municipal Sanitary Sewer Collection Systems, Water Distribution Systems, Road Improvements, Drainage Systems and Construction Management in both the Public and Private Sectors. His management experience includes leading both professional and technical engineering staff, as well as Program Management for Capital Improvement Projects.

## Project Experience:

### Pharr Port of Entry Refrigerated Cold Storage Facility – Pharr, Texas

- Provided management for the design and construction of a 3,000 SF facility building at the Pharr Port of Entry.
- Primary Point of Contact for General Services Administration.
- Coordinated multiple subconsultants and maintained compliance with government reporting requirements.

### Escobares TxGLO Flood and Drainage Improvements – Roma, Texas

- Provided topographical surveying, grant application assistance, hydrology analysis & hydraulic engineering design, and project management services for the design and installation of a new storm drain system funded by the Texas General Land Office's Disaster Recovery Program.
- Served as the primary point of contact and coordinated all parties involved including the City, County, existing utility providers and construction contractors.

### Hidalgo County Regional Mobility Authority Surveying Services – Hidalgo County, Texas

- Provided boundary surveying services for multiple parcel plats located throughout the County, including abstracting and plotting, setting of control monuments and establishment of benchmarks, prepared parcel plats with metes and bounds description.

### USDA Field Services Center Building – Rio Grande City, Texas

- Provided project management for this design-build project which included a 7,000 SF building and attached office space.
- Coordinated multiple subconsultants and maintained compliance with government reporting requirements.

# Jessica M. Maldonado PE, PMP

## Director of Professional Services



### Education:

- M.B.A., University of Texas at Rio Grande Valley (2018)
- B.S., Civil Engineering, Texas A&M University – College Station (2005)

### Registrations/Certifications:

- Professional Engineer, Texas: No. 111579
- Project Management Professional, Texas: No. 2077158
- Certification for Managing and Administrating Government Contracts

**JESSICA M. MALDONADO, PE, PMP** has over 14 years of experience with most of her career associated with the Design and Construction Management/Administration of Disaster Recovery Roadway and Storm Sewer Improvement Projects. The largest construction management project she was recently involved in was the City of Pharr's GLO Downtown Drainage Improvement Project, a $2 Million drainage infrastructure project. She was fully responsible for compliance with the standards and requirements of the Texas General Land Office as well as daily coordination with the Program Manager, HNTB. Altogether Mrs. Maldonado has managed over 15 GLO funded projects across South Texas and has been primarily responsible for all required submittals and progress reports to the Texas General Land Office.

### Project Experience:

#### Sam Houston Boulevard Widening – Pharr, Texas

- Provided design management for the roadway and drainage improvements, as well as the adjustment of waterline and sanitary sewer lines.
- Completed the environmental study for TxDOT funding regulations.

#### Ware Road Utility Relocation Project – McAllen, Texas

- Provided design and project management of the PS&E utility relocation package which included the waterline and sanitary sewer line improvements.

#### CDBG Kleberg County Water and Sewer Improvements – Kleberg County, Texas

- Provided design and construction management for the installation of 9,400 LF of waterline, water services, fire hydrants and gravity sewer collection system.
- Coordinated with Texas CDBG and TxDOT to ensure compliance with their funding and permitting regulations.
- Prepared a financial/budget analysis of the project for Kleberg County authorities.

#### CDBG Duval County Water and Sewer Improvements – Duval County, Texas

- Provided design and construction management for the installation of 14,000 LF of waterline and 1,800 LF of sanitary sewer line, which included services, fire hydrants, and yard service lines.
- Coordinated with Texas CDBG and TxDOT to ensure compliance with their funding and permitting regulations.

# Ricardo A. Leal, EIT

## Project Engineer



### Education:

- B.S., Civil Engineering, Texas A&M University – College Station (2012)

### Registration:

- Certified Engineer-in-Training, Texas: No. 58464
- Certified Green Belt in Lean Six Sigma, AB-InBev
- Construction Quality Management Certificate – U.S. Army Corps of Engineers

**RICARDO A. LEAL, EIT** is a certified Engineer-in-Training with experience in Civil Engineering Design and Management as well as Field Operations and Execution. His recent management experience includes managing a daily $1.5 Million federal government operation which served to sharpen his attention to detail while advancing his knowledge of the federal government's processes and regulation requirements. Mr. Leal's experience ranges from utility/roadway design and subdivision coordination to construction inspections and FEMA/GLO-required reporting for disaster recovery projects. His most recent projects in land development include residential and commercial mixed-used improvements which have allowed him to become well versed in design standards and regulations at the municipal and state levels.

### Project Experience:

#### Hidalgo County Pct. 1 – Roadway Reconstruction of Mile 11 and Mile 14½ - Hidalgo County, Texas

- Provided design for a new storm drain system consisting of approximately 4,000 LF of 18-inch diameter reinforced concrete pipe including manholes, culverts, safety end treatments and driveway repairs.
- Coordinated with the County, local communities and exiting utility owners for the redesign and relocation of water and sewer utilities.
- Prepared a comprehensive traffic control plan to ensure no issues would arise due to traffic during construction.

#### Hidalgo County – FEMA DR-4245 Road and Drainage Improvements (Las Nubes, Old River Road, Marlen Lott Road) – Hidalgo County, Texas

- Provided design for this FEMA funded project consisting of approximately 22,000 square yards of road improvements and 12,000 linear feet of roadside ditch regarding.
- Prepared and implemented a comprehensive traffic control plan.

#### Agua SUD – Military Road F.M. 1427 Waterline Adjustment – Peñitas, Texas

- Provided design for 8,000 LF of 12" waterline, including connections, casing, and borings.
- Coordinated with TxDOT, Hidalgo County Drainage District #1, and private firms to ensure no conflicts during construction.

#### City of Palmhurst - Conway Crossing – Palmhurst, Texas

- Provided project management and design of all public improvements including storm sewer system, water, wastewater and roadways for the 21-acre commercial development.
- Coordinated the subdivision process with the City of Palmhurst.

# Arlett Rodriguez

## Assistant Project Engineer



### Education:

- B.S., Civil Engineering, The University of Texas Rio Grande Valley - Edinburg (2018)
- A.A.S., Engineering, South Texas College – Weslaco (2015)

**ARLETT RODRIGUEZ** graduated from the University of Texas Rio Grande Valley **where she received her bachelor's degree in Civil Engineering** and is currently an Associate Member of the American Society of Civil Engineers (ASCE). Arlett assists project managers in the design and development of construction plans for drainage, utility and roadway improvements. Her technical knowledge includes various softwares, including HEC-RAS and HEC-HMS for hydrology and hydraulic analysis of drainage systems.

### Project Experience:

#### Texas General Land Office Drainage Improvements, Hidalgo County

The Project scopes includes hydrology for a watershed area that encompasses 13 subdivisions in the Edinburg area, hydraulic analysis for proposed drainage system and the development of design plans.

- Assists with coordination of field topographic data of existing drainage ditch and subdivisions.
- Performed hydrology calculations needed for the design of the proposed drainage system.
- Assisted with review and revision of details and specifications of project plans.

#### FM 493 & County Road Drainage Improvement (Project 12) – Donna, Texas

The Project scope includes the evaluation of an existing ditch, Chaparral Drain and the adjacent subdivisions for drainage improvements to minimize potential flooding during a 25-year and 50-year storm event.

- Development of an engineering report which included hydrologic and hydraulic analysis, recommended proposed improvements and associated cost estimate.
- Evaluation of existing storm systems for determination if upgrades are required.
- Assist with the development of project plans, specification and construction estimate.

#### Hidalgo Drain Drainage Improvements (Project 13) – Hidalgo, Texas

The Project scope includes the evaluation of the Hidalgo Drain (4-miles) for expansion improvements that will provide additional capacity for a 50-year storm and minimize constraints along ditch alignment.

- Assist with coordination of field topographic survey, establishment of project benchmarks and utility coordination.
- Assist with development of hydraulic model of existing ditch.
- Assist with the development of project plans, specification and construction estimate.

# Everardo Suarez

## Assistant Project Engineer

### Education:

- B.S., Civil Engineering, University of Texas Rio Grande Valley (2018)



**EVERARDO SUAREZ** has 1 year of experience associated with the Design and Construction Management of Storm Sewer Improvement Projects. The largest project he was recently involved in was with the Hidalgo County Precinct No. 4 Drainage Improvements. He was fully responsible for schematic and final design and performed the required hydraulic and hydrology analysis.

### Project Experience:

#### Hidalgo County Precinct No.4 Drainage Improvements– Hidalgo County, Texas

- Provided drafting and design for the project which included roadside ditches, storm sewer, and pavement design.
- Conducted hydrology and hydraulic analysis using modeling software to optimize design.

#### Schunior Drainage Improvements – Edinburg, Texas

- Coordinated with utilities for utility conflicts.
- Prepared estimate of the project for The City of Edinburg.
- Conducted hydraulic and hydrology studies for the project.
- Provided design for drainage improvements which included ditch and pavement design.

#### Coyotes Den Subdivision – La Grulla, Texas

- Coordinated with utilities for utility conflicts.
- Provided a cost estimate for the project.
- Communicated frequently with client for design changes and improvements.
- Provided design for subdivision which included pavement, sewer, utilities and drainage design.

#### Hidalgo Drain Project 13 – Hidalgo, Texas

- Coordinated with utilities for utility conflicts.
- Provided construction management for drainage and pavement Improvements.
- Prepared an estimate of the project for Hidalgo County.
- Conducted hydraulic and hydrology studies for the project.
- Provided design for drainage improvements which included ditch widening and pavement design.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/03/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>Baldwin-Cox Agency, LLC<br>5930 Preston View Blvd Ste 200<br>Dallas TX 75240 | CONTACT NAME: Laura Shone<br>PHONE (A/C, No, Ext): (972) 644-2688 FAX (A/C, No): (972) 644-8035<br>E-MAIL ADDRESS: laura@baldwinagency.com |
| **INSURED**<br>SAMES, Inc.<br>200 S. 10th Street<br>Suite 1500<br>McAllen TX 78501 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A : Burlington Insurance Company 23620<br>INSURER B : Western World Insurance Company 13196<br>INSURER C : Maxum Indemnity Company 26743<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** CL1910313259 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | 674BW54087 | 10/01/2019 | 10/01/2020 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Employee Bene Liab Cov | $ 1,000,000<br>$ 100,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ Included |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| B | [X] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | GLX1001067-01 | 10/01/2019 | 10/01/2020 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| C | Professional Liability | | | PFP-6033771-02 | 10/01/2019 | 10/01/2020 | Limit of Liability<br>Deductible Per Claim | $3,000,000<br>$10,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The General Liability Policy provides Blanket Additional Insured for Ongoing and Completed Operations as required by written contract. A Waiver of Subrogaiton is provided for General Liability and Professional Liability as required by written contract.

**CERTIFICATE HOLDER**

Evidence of Insurance

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William D Baldwin

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The ACORD name and logo are registered marks of ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Jessica Lopez | |
|---|---|---|
| Padron Insurance Agency d/b/a<br>SafeGuard Insurance Agency<br>902 W. Hackberry Ave<br>McAllen TX 78501 | PHONE (A/C, No, Ext): (956) 664-2246 | FAX (A/C, No): (956) 608-6402 |
| | E-MAIL ADDRESS: jlopez@safeguardnow.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Sames, Inc, DBA: Sam Engineering & Surveying<br>200 S. 10th Street Suite 1500<br>McAllen TX 78501 | INSURER A : The Hartford | |
| | INSURER B : Texas Mutual Fund | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 2019-20120 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ☒ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | Y | Y | 61UECHN5640SC | 04/03/2019 | 04/03/2020 | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | Uninsured /Underinsured | $ 1,000,000 |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | [illegible] EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y | N/A | Y | 0001273721 | 08/05/2019 | 08/05/2020 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Auto, Waiver of Subrogation is included per form #HA9916 (03/12), as required by written contract. Auto, Additional Insured is included per form #HA9916 (03/12) as required by written contract. Workers Compensation Waiver of Subrogation is included per form #WC 4203 as required by written contract.

**CERTIFICATE HOLDER**

Evidence of Insurance

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

## Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

| | |
|---|---|
| Certificate/VID Number: | **1262941288800** |
| File/Vendor Number: | **059680** |
| Approval Date: | **01-MAR-2017** |
| Scheduled Expiration Date: | **01-MAR-2021** |

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

# SAMES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 03-MAR-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Bobby Pounds, Interim Director*
*Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev. 06/16

# Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

## SAMES, INC. (VN 23559)

***This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.***

***Current certification information will be listed in the TUCP Directory.***
***The TUCP Directory website is www.txdot.gov***

Tamela C. Saldana, Ph.D., Director
DBE & SBE Programs
Office of Civil Rights

**SAM Search Results**
**List of records matching your search for :**

**Record Status: Active**
**DUNS Number: 834820735**

| | | | |
|---|---|---|---|
| ENTITY | Sames, Inc. | | Status: Active |
| DUNS: 834820735 | +4: | CAGE Code: 66N60 | DoDAAC: |
| Expiration Date: 12/22/2020 | Has Active Exclusion?: No | Debt Subject to Offset?: No | |
| Address: 200 S 10TH ST STE 1500 | | | |
| City: MCALLEN | | State/Province: TEXAS | |
| ZIP Code: 78501-4860 | | Country: UNITED STATES | |

HIDALGO COUNTY

REQUEST FOR QUALIFICATIONS
"Professional Engineering Services Pool"

RFQ No.: 2019-011-01-29-HGO

# RFQ SUBMITTAL CHECK LIST

**All forms listed below must be included in the RFQ response.**
**Indicate with a check mark (✓) the Forms completed and included in this response:**

- ✓ Page 12 of Legal Notice
- ✓ Attachment "A" Procurement Form
- ✓ Exhibit "C" -Acknowledgement forms (pages 4 & 5)
- ✓ Exhibit "D" CIQ Form -Copy of County Clerk File Recording fee receipt. (if applicable)
- ✓ Exhibit "E" Vendor Bidder Applications, W-9, & HUB/DBE
- ✓ Exhibit "F" Certification Regarding Debarment
- ✓ Exhibit "H" Required Contract Clauses for Contracts Under Federal award 2 – CFR 200, Appendix II & FEMA (if applicable)
- ✓ Exhibit "J" Proposer's Affidavit
- ✓ SAM.gov Registration Acknowledgement www.sam.gov
- ✓ One (1) Original (pages one-sided, clearly marked ORIGINAL), One (1) Copy of Qualification(s),and Two (2) CD/USB in PDF Format (see number 2 of Legal Notice).

**REQUEST FOR QUALIFICATIONS LEGAL NOTICE**
**For**
**HIDALGO COUNTY**
(including all funding sources, programs and entities)
**"Professional Engineering Services Pool"**
**RFQ No.: 2020-011-01-29-HGO**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

Respondent acknowledges that it has examined this Request for Qualifications and specifications and is familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its qualification to be a member of the pool for professional services and further execute supplemental project-specific contracts with the County as needed.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all RFQ's and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent acknowledges that by signature below, it is providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this Request for Qualifications. Respondent acknowledges that any and all specifications, provisions, and attachments of this Request for Qualification are incorporated into and made a part of any resulting agreement.

Respondent agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the specifications. An individual authorized to bind the company must sign the following section. Failure to execute this section may result in qualification rejection.

**Respectfully submitted,**

**Firm:** SAMES, INC.

**Address:** 200 S. 10th Street, Suite 1500, McAllen, Texas 78501

**By:** S. D. M

**Printed Name:** Samuel D. Maldonado

**Title:** Principal / C.E.O.

PROCUREMENT FORM
ATTACHMENT A
HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2020-011-01-29-HGO

| | |
|---|---|
| Name and Address of Firm: | SAMES, INC.<br>200 S. 10th Street, Suite 1500<br>McAllen, Texas 78501 |
| Principals of Firm and Titles: | Saul D. Maldonado, President<br>Samuel D. Maldonado, C.E.O. |
| Firm's Registration No.: | Texas Board of Professional Engineers #10602 |

Area of Specialization:

| | | | |
|---|---|---|---|
| ✓ | Civil Engineering | | Electrical Engineering |
| | Structural Engineering | | Highway Engineering |
| | MEP Engineering (Mechanical/Electrical/Plumbing) | | |
| | Mechanical Engineering | | |
| | Environmental Engineering | | |
| | | | |
| | | | |

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: Mardoqueo Hinojosa, Edinburg City Engineer (956) 388-8204

Reference #2: Raul E. Sesin, HCDD #1 General Manager (956) 292-7080

Reference #3: Mike Lopez, HACH Executive Director (956) 969-5866

Reference #4: Noel Escobar, Mayor of Escobares (956) 847-1200

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: 2018 Bond Project Schunior Regional Detention Pond-Edinburg

Project #2: TxGLO 2015 Floods Grant Alamo & Edinburg Area Stormwater Relief

Project #3: Pharr Housing Authority Capital Needs Assessment

Project #4: Hidalgo County Pct. 4 BCAP Ware County Subdivision

Submitted By: SAMES, INC.

Signature:

Typed Name: Samuel D. Maldonado

# Insurance Requirement Acknowledgment

I, Samuel D. Maldonado, authorized representative for SAMES, INC.,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☒ have already been met, see attached copy of insurance certificate.

_____ 01/29/2020
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Samuel D. Maldonado, possess all of the APPLICABLE:

1. Licenses: Engineering Licenses
2. Bonds: _____
3. Certificates: Insurance
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

Authorized Signature

01/29/2020
Date

SAMES, INC.
Company

200 S. 10th Street, Suite 1500
Address

McAllen, Texas 78501
City, State, Zip

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** **Name of vendor who has a business relationship with local governmental entity.**

N/A

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

**4** **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5** **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

N/A -- [signature]

Signature of vendor doing business with the governmental entity

01/29/2020

Date

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: vendor.application@co.hidalgo.tx.us**

**Company Name:** SAMES, INC. **Telephone No. (** 956 **)** 702-8880

**dba Name:** N/A

**Legal Name:** SAMES, INC.

**Mailing Address :** 200 S. 10th Street, Suite 1500 **Fax No. (** 956 **)** 702-8883

**Physical Address:** same as mailing address

**City, State, Zip** **Tax I.D. No.** 26-2941288

**Remit to Address :** same as mailing address **City, State, Zip**

**E-Mail Address:** info@samengineering-surveying.com

**Representative(s) Name(s) & Title(s)** Saul D. Maldonado, President; Samuel D. Maldonado, C.E.O.;

**Type of Organization (check one):** ____ Individual ____ Partnership _X_ Corporation ____ Non-Profit
____ LLC ____ Sole Proprietor ____ Other, Specify
**State Identification No.** 32037603134 **(Please attached completed W-9 form with this application)**
**Federal Identification No. or (if individual) SS No.** 26-2941288

**State of Incorporation:** Texas **Date:** 06/28/2008 **Other:**

**Type of Business (check one):** ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor _X_ Service Organization ____ Other, Specify

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**
Saul D. Maldonado, President; Samuel D. Maldonado, C.E.O.;

**Small and/or Disadvantaged Business Information (check application criteria)**

**Small Business:**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☒ More than 500,000 annual gross receipt

**Disadvantaged Business (At Least 51% Ownership)**

☐ Black American
☒ Hispanic American
☐ Asian Pacific American
☐ Native American
☐ Women
☐ Other

**Have you been certified as a HUB or an MBE/WBE source?:** ☒ Yes ☐ No

**Indicate Certification No.(s):** 1262941288800 **or are Certificate(s) attached?:** ☒ Yes ☐ No

**What type of product(s) is/are solicited by your company?:** Engineering, surveying & construction services.

**Would you like to be provided with specifications for procurements of such products?:** ☒ Yes ☐ No

**To Be Completed by the County: Rec'd by (Purchasing):** _____ **Date Rec'd by (Purchasing):**

**Date Forwarded Information to Auditor's Office:** _____ **Entry Date:** _____ **Vendor No.:**

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☒Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☒ Other **Texas Comptroller of Public Accounts**

Indicate Certification No(s).: **1262941288800** or Are Certificate(s) Attached?: ☒ Yes ☐ No

---

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SAMES, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.
200 S. 10th Street, Suite 1500

Requester's name and address (optional)

6 City, state, and ZIP code
McAllen, TX 78501

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 2 | 6 | – | 2 | 9 | 4 | 1 | 2 | 8 | 8 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 01/29/2020

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: Samuel D. Maldonado
Title: Principal / C.E.O.
Telephone Number: 956.702.8880
Date: 01/29/2020

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(To be submitted with each bid or offer exceeding $100,000)

The undersigned Contractor, SAMES, INC. certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, SAMES, INC. , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Samuel D. Maldonado, Principal/C.E.O.
Name and Title of Contractor's Authorized Official

01/29/2020
Date"

**Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.**

Vendor's Name/Company Name: SAMES, INC.

Printed Name and Title of Authorized Representative: Samuel D. Maldonado, Principal/CEO

Signature of Authorized Representative: _____

Date: 01/29/2020

# Exhibit "J"

## PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION**
**NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Saul D. Maldonado, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or another reward will be hereinafter paid.

(2) Affiant further states they have neither recommended nor suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of Hidalgo County except as noted herein below:

Signature/Title: [signature] Principal/President

Subscribed and sworn to before me this 29th day of Jan., 2020.

[signature]
Notary Public

TIRZAH ANN RIVERA
Notary Public, State of Texas
Comm. Expires 01-07-2024
Notary ID 126368063

My commission expires: January 7th, 2024

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

January 22, 2020

**RE: ADDENDUM NO. 1**
**FOR RFQ: 2020-011-01-29-HGO**
**"Professional Engineering Services Pool"-**
**Hidalgo County**

Participating Firms:

Attached you will find **ADDENDUM NO. 1**, in connection with Hidalgo County's Request for Qualifications for **"Professional Engineering Services Pool".**

Please add this **ADDENDUM NO. 1** to your submittal packet so as to permit your firm/company to submit a complete packet.

***Acknowledge receipt** of **ADDENDUM NO. 1** by signing and returning this notice via email to heidi.ortiz@co.hidalgo.tx.us and/or submitting this form with your qualifications submittal.*

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that **ADDENDUM NO. 1** will complete your packet for Hidalgo County's **"Professional Engineering Services Pool".**

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB/Purchasing Agent
Hidalgo County Purchasing Department

Enclosures
MLS/*hgo*

# ADDENDUM NO. 1

**January 22, 2020**

**"PROFESSIONAL ENGINEERING SERVICES POOL"**

**RFQ NO.: 2020-011-01-29-HGO**

## PLEASE NOTE CHANGES AS FOLLOWS:

1. **Exhibit A – Requirements – Page 2, Paragraph 1**: Hidalgo County will be accepting Statements of Qualifications from qualified **Professional Engineering firms** in order to establish a **pre-qualified pool of Engineers** on an as-needed basis per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting March 26, 2020, and ending March 25, 2021. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statement of Qualifications for the provision of "Professional Engineering Services Pool" RFQ No. 2020-011-01-29-HGO "Request for Qualifications" as specified herein. Statement of Qualifications will be accepted until 9:30 A.M., Wednesday, January 29, 2020. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

2. **Exhibit A – Requirements** – Page 4 – Section II – Firm Qualifications: The County of Hidalgo is seeking to contract with a competent **engineer** registered and licensed to practice in the State of Texas that has had experience in, but not limited to.

3. **Submittal Checklist – RFQ No. 2020-011-01-29-HGO**

I acknowledge receipt of ***ADDENDUM NO. 1*** dated, January 22, 2020, for ***RFQ-PROFESSIONAL ENGINEERING SERVICES POOL - HIDALGO COUNTY.***

BY: _____

for Signature

Print Name: Samuel D. Maldonado

Firm/Company Name: SAMES, INC.

Date: 01/29/2020

# EXHIBIT A

## -Scope of Services to be provided by the Owner

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

General:

The **OWNER** will provide to the **ENGINEER** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting with the Engineer.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity *(when and if applicable)*.

(8) Review and approve the Project design criteria.

(9) Review and approve change orders as required and prepared by the ENGINEER.

# EXHIBIT B

-Scope of Services to be provided by the Engineer

## SCOPE OF SERVICES

Services to be provided by SAMES, Inc.

As per our understanding of the requirements for this proposal, SAMES will be providing Professional Engineering and Surveying Services for the development of the Future Services Facility (Phase II) intended as a testing laboratory in accordance with City of Edinburg, Hidalgo County, and The State of Texas building requirements.

I. The work to be furnished under this Authorization for Professional Services related to the development of the property is detailed as follows (this list in not intended to be comprehensive)

A. **Surveying** – provide topographic surveying, boundary survey, collection of field data, utility coordination, and establish horizontal and vertical control for project.

B. **Civil Engineering** – it is understood that all City required public utility improvements will be designed and constructed (by others) prior to development of said property. Services under Civil Engineering include all site and utility infrastructure (private improvements only):
   a. Design of pavement, driveway, and sidewalks as per city standards and specifications.
   b. Provide a set of approved construction plans and specifications for bidding of work. Plans include but are not limited to the following:
      1. Grading plan
      2. Paving plan
      3. Site Drainage & Detention Plan
      4. Utility Plan
   c. Periodic onsite oversight and response to design questions
   d. Provide As-built drawings of developed site civil improvements
   e. *These services do not include construction staking

C. **Geotechnical** – site investigation services shall include:
   a. Subsurface investigation intended to provide the specific site conditions underneath the ground that might potentially affect the foundations/structure. Additionally, this service includes providing a recommendation for pavements.
   b. *These services do not include Construction Material Testing (CMT).

# EXHIBIT C
## -Work Schedule

A detailed work schedule for each Work Authorization, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the Engineer to be submitted and approved by the Owner in writing for each Work Authorization. The work schedule will provide specific work sequences and definite review times by the Owner and the Engineer of the work performed.

The Engineer will diligently pursue the completion of each Work Authorization as defined by the milestones and deliverable due dates as outlined in each Work Authorization's associated work schedule.

The Engineer will inform the owner (in reasonable advance of the delay) should the Engineer encounter delays that would prevent the performance of all work in accordance with the established work schedule.

# EXHIBIT D

-Engineer's Contract Rates

**SAM** Engineering and **S**urveying

SAMES
SAM ENGINEERING & SURVEYING INC.

Reg. No. F-10602

# Contract Rates

| STAFF CLASIFICATION | HOURLY CONTRACT RATES 2020 |
|---|---|
| **Principal** | **$150.00** |
| **Project Manager** | **$125.00** |
| **Project Engineer** | **$90.00** |
| **CADD Manager** | **$75.00** |
| CADD Technician | $65.00 |
| Survey Manager | $74.75 |
| Survey Crew (2-man) | $120.00 |
| Project Admin/Clerk | $25.00 |
| Laboratory Field Technician | $ 75.00 |
| Senior Engineering Technician | $134.00 |

**SAM Engineering & Surveying**
200 S. 10th Street, Suite 1500
McAllen, Texas 78501
Tel 956.702.8880; Fax 956.702.8883

# EXHIBIT E
-Work Authorization

# HIDALGO COUNTY
**Professional Engineering Services**
**Contract # C-20-XXX-XX-XX**
**Work Authorization Form**

# WORK AUTHORIZATION NO. ___

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and**,** _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**
The purpose of this Work Authorization is for the **Engineer** to provide Engineering Service required for the following:

_____

_____

_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**
The estimated cost for services under this Work Authorization is **$ _____.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 5 of the Agreement.

**PART 4. FUNDING**
This Work Authorization No. ___ shall be funded through funding source:
Account No**.** _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate ***upon completion of scopes of the work authorization***.

**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,** as to content and detail of this **Work Authorization No.** ___.

**HIDALGO COUNTY**

**BY:** _____
Richard F. Cortez, County Judge

**PART 8. ACCEPTANCE AND APPROVAL**
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____**, 2020.**

**THE ENGINEER:**

By: _____
Name /Title

**THE OWNER:**
**HIDALGO COUNTY**

By: _____
Richard F. Cortez, 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" - Cost Proposal

# EXHIBIT F

-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 _____ **20_** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article ___ of the **Agreement**, (article title), establishes _____; and,

**WHEREAS**, it has become necessary to amend the contract to _____

### AGREEMENT

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

I. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____

**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:**

By:_____

**THE OWNER:**
**HIDALGO COUNTY**

By:_____
Richard F. Cortez, County Judge

LIST OF ATTACHMENTS

(as required)

# EXHIBIT G

-Certificate of Insurance

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/03/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Laura Shone | |
|---|---|---|
| Baldwin-Cox Agency, LLC<br>5930 Preston View Blvd Ste 200<br>Dallas TX 75240 | PHONE (A/C, No, Ext): (972) 644-2688 | FAX (A/C, No): (972) 644-8035 |
| | E-MAIL ADDRESS: laura@baldwinagency.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| SAMES, Inc.<br>200 S. 10th Street<br>Suite 1500<br>McAllen TX 78501 | INSURER A : Burlington Insurance Company | 23620 |
| | INSURER B : Western World Insurance Company | 13196 |
| | INSURER C : Maxum Indemnity Company | 26743 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** CL1910313259 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | 674BW54087 | 10/01/2019 | 10/01/2020 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Employee Bene Liab Cov | $ Included |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | [X] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | GLX1001067-01 | 10/01/2019 | 10/01/2020 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | AGGREGATE | $ 5,000,000 |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| C | Professional Liability | | | PFP-6033771-02 | 10/01/2019 | 10/01/2020 | Limit of Liability | $3,000,000 |
| | | | | | | | Deductible Per Claim | $10,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The General Liability Policy provides Blanket Additional Insured for Ongoing and Completed Operations as required by written contract. A Waiver of Subrogaiton is provided for General Liability and Professional Liability as required by written contract.

**CERTIFICATE HOLDER**

Hidalgo County
2812 S Business Hwy 281
Edinburg TX 78539

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

William O Baldwin

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/29/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Jessica Lopez | |
|---|---|---|
| Padron Insurance Agency d/b/a<br>SafeGuard Insurance Agency<br>902 W. Hackberry Ave<br>McAllen TX 78501 | PHONE (A/C, No, Ext): (956) 664-2246 | FAX (A/C, No): (956) 608-6402 |
| | E-MAIL ADDRESS: jlopez@safeguardnow.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : The Hartford | |
| INSURER B : Texas Mutual Fund | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

Sames, Inc, DBA: Sam Engineering & Surveying
200 S. 10th Street Suite 1500
McAllen TX 78501

**COVERAGES** **CERTIFICATE NUMBER:** 2019-20120 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[blank] | $<br>$<br>$<br>$<br>$<br>$<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>☒ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | Y | Y | 61UECHN5640SC | 04/03/2019 | 04/03/2020 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Uninsured /Underinsured | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR<br>☐ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | Motorist Insurance EACH OCCURRENCE<br>AGGREGATE<br>[blank] | $<br>$<br>$ |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | 0001273721 | 08/05/2019 | 08/05/2020 | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Auto, Waiver of Subrogation is included per form #HA9916 (03/12), as required by written contract. Auto, Additional Insured is included per form #HA9916 (03/12) as required by written contract. Workers Compensation Waiver of Subrogation is included per form #WC 4203 as required by written contract.

**CERTIFICATE HOLDER**

Hidalgo County
2812 S Business Highway 281
Edinburg TX 78560

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Jessica P. Lopez

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

**1. BROAD FORM INSURED**

**A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

**B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

**D. Additional Insured if Required by Contract**

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**3. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

**4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

**5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

**6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

**7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

**9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

**10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

**13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

**14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

**15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

**17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

**19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

**WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**WC 42 03 04 B**
Agent copy

## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

### Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 8/5/19 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001273721 of Texas Mutual Insurance Company effective on 8/5/19

Issued to: SAMES INC

DBA: SAM ENGINEERING & SURVEYING

This is not a bill

**Authorized representative**

NCCI Carrier Code: 29939

8/2/19



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