

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FILED
AT 4:15 O'CLOCK P.M.

SEP 08 2020

ARTURO SUAJARD, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY [Signature] DEPUTY

PROFESSIONAL SERVICES AGREEMENT
C-20-289-08-18

THIS AGREEMENT is made and entered the 10th day of March, 2020 by and between
HIDALGO COUNTY, TEXAS, ("County") and R.O.W. Surveying Services, LLC ("Surveyor").

WITNESSETH:

WHEREAS, the County is in need of On-Call Professional Surveying Services (the
"Services") for projects within **Hidalgo County Precinct No. 3**;

WHEREAS, the County has determined that the services of a professional surveyor are
necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas
Professional Services Procurement Act"), the County requested Statements of Qualifications from
professional surveying firms to assist the County by providing the Services;

WHEREAS, the County solicited Requests for Qualifications (RFQ) for the development
and establishment of a yearly pool for "Professional Surveying Services"; and

WHEREAS, the Surveyor was pre-qualified from the County's pool of Professional Surveyors
and has been selected from the pool to provide On-Call Professional Surveying Services on an as needed
basis for Hidalgo County Precinct No.3 ("County"), in accordance with the terms and provisions of
Exhibit "A" Requirements/Request for Qualifications, attached hereto and incorporated by
reference herein; and

WHEREAS, in continuation of the procurement process and in response to the County's request
to negotiate for a fair and reasonable price pursuant to Chapter 2254 Texas Government Code,
the Surveyor has provided a fee schedule ("Surveyor Contract Rates"), which is attached hereto and
made part of this Agreement as **Exhibit "B"**; and

WHEREAS, on a project to project basis, County shall determine when the services of a Surveyor for Professional Surveying Services is required and shall provide project specifications (the “Specifications”) to Surveyor for review and response.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. County and Surveyor hereby agree that this Agreement is entered into in order to provide the Services for Hidalgo County Precinct #3.

2. The County will furnish Specifications as needed and on a per project basis to Surveyor for the development of project(s) and fulfillment of this Agreement. Surveyor agrees to review the project as presented by County (on a per-project basis) and submit to County within fourteen (14) days of receipt of the Specifications, a proposal. The proposal shall include, but not be limited to, the following: (1) fee structure for the project; (2) services included in the basic fee; (3) amount of, or basis for, compensation for additional services (including additional services that may arise during the course of the project and cost of Surveyor’s consultants); and (4) cost for reimbursable expenses (collectively the “Surveying Services Per-Project Proposal”);

3. The County may enter into negotiations with the Surveyor regarding the Surveying Services Per-Project Proposal and should the parties reach an agreement, then Surveyor will submit a final proposal to County for issuance of a **Purchase Order**. Services to be provided by the surveyor are detailed in the attached **Exhibit “C”**. However, if the parties are unsuccessful at coming to terms for any specific project, then the County may seek the services of other surveyors.

4. Surveyor agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

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

6. **Term.** This Agreement is for a period of **one (1) year**, effective March 10, 2020 and will terminate March 9, 2021 or unless sooner terminated as provided herein. The Surveyor will not begin to work or incur costs until authorized in writing by the County for each **“Purchase Order”**.

7. **Compensation.** The maximum amount payable under this Agreement shall not exceed the amount for each **“Purchase Order”**. The Surveyor shall submit periodic requests for payment within (30) thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 28. Titled “Notices” herein.

8. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or of a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

9. **Amendments.** If it becomes necessary at any time during this Agreement to change the scope of services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment must be prepared and executed within the agreement period. The County retains the right to reject any such amendment proposed by the Surveyor. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no