



or other agency or entity assistance needed to resolve the situation: and

- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

**14. Independent Contractor.** Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding, or social security tax liability that might arise from payments received hereunder.

**15. 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 County. The Engineer shall bind every subcontractor by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subcontractor. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

**16. Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

**17. Insurance.** Consistent with its status as an independent contractor and at its sole expense, Engineer agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain in full force and effect any and all insurances which may be necessary for providing Services or are otherwise required by law, and shall require of all its' sub-consultants

EXECUTED as of the day and year first written above.

COUNTY:  
COUNTY OF HIDALGO, TEXAS

By: Richard F. Cortez  
Richard F. Cortez, County Judge

ENGINEER:  
B2Z Engineering

By: Nicholus Muñoz

Printed Name Nicholus Muñoz

Title: Vice President



Albert Guajardo Jr.  
Albert Guajardo Jr., County Clerk

APPROVED AS TO FORM:  
Hidalgo County District Attorney's Office

APPROVED BY  
COMMISSIONERS COURT  
ON: 12/29/20 JR

By: David R. Cantu  
David R. Cantu, Assistant District Attorney

ATTACHMENTS:

- EXHIBIT A -Requirements/County's Request for Qualifications
- EXHIBIT B -Scope of Services to be provided by Owner
- EXHIBIT C -Scope of Services to be provided by Engineer
- EXHIBIT D -Standard Engineer Contract Rates
- EXHIBIT E -Work Authorization Form
- EXHIBIT F -Supplemental Agreement Form
- EXHIBIT G -Certificates of Insurance